

BOARD OF SUPERVISORS

AGENDA

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



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

MAY 7, 2013

- 1:00 P.M. YUBA COUNTY WATER AGENCY CANCELLED**
- 3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**
- 5:45 P.M. FINANCE AND ADMINISTRATION COMMITTEE** - (Supervisors Vasquez and Nicoletti - Alternate Supervisor Griego)
- A. Consider repealing and reenacting certain sections of the Yuba County Administrative Policy and Procedures manual - County Administrator (Fifteen minute estimate) (177-13)
- HUMAN SERVICES COMMITTEE** - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)
- A. Consider resolution authorizing counseling and therapeutic services agreements for Child Welfare Services - Health and Human Services (Ten minute estimate) (178-13)
- B. Consider resolution authorizing specific new and ongoing contracts, agreements, cooperative agreements, grants, memorandums of understanding in an amount less than \$50,000 for Fiscal Year 2013/2014 or multi-years - Health and Human Services (Ten minute estimate) (179-13)
- 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 Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
- A. Administrative Services
1. Approve memorandum of understanding with Feather River Air Quality Management District for information technology services and authorize Chairman to execute same. (152-13)
2. Adopt resolution identifying and approving census tracts comprising targeted employment areas in Yuba-Sutter Enterprise Zone. (Public Facilities Committee recommends approval) (153-13)
3. Approve lease agreement with James Abbott for corporate hangar lease site number 17 and authorize Chairman to execute same. (154-13)
4. Approve lease agreement with Larry L. Potter Jr. and Bev Bailey-Potter for corporate hangar lease site number five, hangar one and authorize Chairman to execute same. (155-13)
- B. Clerk of the Board of Supervisors
1. Approve meeting minutes of April 16 and 23, 2013. (156-13)

2. Appoint Tamaira Ramsey to the Sutter Yuba Mental Health Advisory Board for a term to end December 7, 2013. (157-13)
3. Appoint Vinny Johl to the Child Care Planning Council as the Discretionary Representative for a term to end September 30, 2013. (158-13)
4. Reappoint Michele Barker to the Yuba County Planning Commission as the District Two Representative for a term to expire January 10, 2017. (159-13)
5. Appoint Mancy Howard, Jr. to the Substance Abuse Advisory Board for a four-year term to end May 7, 2017. (160-13)

C. Community Development and Services

1. Authorize budget transfer in the amount of \$196,408.62 from trust 391 (FEMA HMGP-Olivehurst Drainage) to the Road Fund. (Land Use and Public Works Committee recommends approval) (161-13)
2. Adopt resolution authorizing Community Development and Services Agency Director or designee to complete purchase of single family residence APN 021-210-025 as part of Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation, and resale. (162-13)
3. Approve Plans, Specifications, Estimate and Authorization for Advertisement of Bids for Loma Rica Road high risk rural road, realignment of Loma Rica Road at Cross Star Tail, and Loma Rica left turn lane on Marysville Road and authorize Chairman to execute plans. (163-13)
4. Approve Floodplain Development Variance for agricultural storage building at 8414 State Route 70. (164-13)
5. Adopt resolution certifying the 2012 County Maintained Mileage. (165-13)
6. Adopt resolution authorizing Community Development and Services Agency Director or designee to complete purchase of single family residence APN 021-540-026 as part of Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation, and resale. (166-13)
7. Adopt resolution authorizing Yuba County be added as signature authority to the River Highlands Community Services District Local Agency Investment Fund account acting on behalf of the District. (167-13)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation proclaiming May 2013 as National Mental Health Month. (Five minute estimate) (168-13)
- B. Present proclamation proclaiming May 2013 as Foster Care Month. (Five minute estimate) (169-13)
- C. Present proclamation recognizing Wheatland Union High School as a California Distinguished School. (No background information) (Five minute estimate) (180-13)
- D. Present Certificate of Recognition to Student of the Month Tristan Avila, Wheatland High School. (Five minute estimate) (171-13)
- E. Receive presentation from Wheatland High School regarding "Honor the Code." (No background information) (Ten minute estimate) (170-13)
- F. Receive California State Fair Exhibit Awards for 2011 and 2012 presented by Marysville High School Future Farmers of America. (Ten minute estimate) (172-13)

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. Community Development and Services

1. Adopt resolution requesting the Local Area Formation Commission of Yuba County to initiate annexation of 5764 Griffith Avenue/APN 019-260-03 into the Linda County Water District Service Area. (Ten minute estimate) (173-13)

B. Human Resources and Organizational Services

1. Adopt resolution amending the Basic Salary Schedule regarding the Appeals Specialist position effective May 1, 2013. Ten minute estimate) (174-13)
2. Adopt resolutions amending Position Allocation Schedule and Basic Salary Schedule regarding Information Technology Systems Architect effective June 1, 2013. (Ten minute estimate) (175-13)

VII. **CORRESPONDENCE** - (176-13)

- A. Letter from Richard Boyd relating to the definition of health and health issues in Yuba County.
- B. Letter from Congressman John Garamendi requesting consideration of a letter or resolution in support of a water plan for California.
- C. Letter from Frances Hofman regarding Three Rivers Levee Improvement Authority.
- D. Financial Statements for Area 4 Agency on Aging dated June 30, 2012.

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. Potential litigation pursuant to Government Code § 54956.9(b) - One Case
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

X. **ADJOURN**

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

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



Finance and Administration Committee



The County of Yuba

177-13



Office of the County Administrator

Robert Bendorf, County Administrator
John L. Fleming, Economic Development Coordinator
Russ Brown, Communication & Legislative Affairs Coordinator
Grace M. Mull, Management Analyst
Teena Carlquist, Executive Assistant to the County Administrator
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Date: May 7, 2013
To: Finance & Administration Committee
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: Yuba County Administrative Policy & Procedures Manual

Recommendation

Adopt resolution repealing and enacting certain sections of the Yuba County Administrative Policy & Procedures Manual.

Background

The Administrative Policy & Procedures Manual provides guidelines for County staff and leadership in procedural matters affecting all County departments, and should be updated periodically to reflect changes in Board policy and current administrative practice. The manual was last updated in December 2010.

Discussion

Over the past several months, staff has been working with departments to review the manual. Administrative departments were contacted regarding suggested changes. The responses were compiled, evaluated, and included in revisions as appropriate. Every effort was made in revising the manual, to reflect current Board policy and administrative practice.

Significant changes in the manual include revisions to the Credit Card, Real Estate Acquisition, Information Technology and Requisitioning Supplies policies. In addition, new policies were added for Information Security Governance, Lease Administration and Capital Assets.

- The Credit Card Policy was revised to expand credit card usage to include the ability for the County Purchasing Agent to use the credit card to pay utility bills on behalf of the County electronically in cases where this would generate a savings to the County.
- The Real Estate Acquisition Policy was revised to move the reference to Lease Administration to its own policy.

- The Information Technology Policy was revised to include “security” as an area of responsibility and replaced language regarding TRC membership to reflect current makeup of committee.
- The Requisitioning Supplies Policy was revised to reflect current business practices pertaining to large copy/print jobs due to the closure of the County Copy Center.
- A new policy was created and added pertaining to the Information Security Governance Program. This policy was created by Information Technology to address security issues related to County technology.
- A new policy was created and added pertaining to Capital Assets by the Auditor-Controller in order to comply with Generally Accepted Accounting Principles (GAAP) and to establish best practices for the maintenance of Capital Asset records.

The attached summary of revisions displays each revision in detail.

Fiscal Impact

There are no costs associated with this request as this is an administrative action only.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND ENACTING) Resolution No. _____
CERTAIN SECTIONS OF THE YUBA COUNTY)
ADMINISTRATIVE POLICY AND PROCEDURES)
MANUAL)

WHEREAS, the purpose of an administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

WHEREAS, the current administrative policy and procedures manual was last revised in December 2010 and should be updated periodically to reflect changes in Board policy and current administrative practice; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby adopts the following sections of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

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

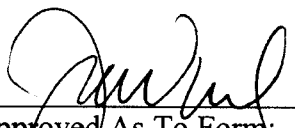
AYES:

NOES:

ABSENT:

By: _____
Andy Vasquez, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors



Approved As To Form:
Angil Morris-Jones, County Counsel

Administrative Policy & Procedures Manual - FY 2012-13 Summary of Changes

Policy Number	Subject	Item	Change	Reason
C-2	Personnel Position Requests	2 A.	Change form name from "Supplemental 3" to "Request for Position Allocation Change"	Clerical Change Only
		3	Identify name of form used "Request for Certification" form that purpose by the Human Resources Department" as requesting department completes form	Clerical Change Only
		4	Capitalize form name "Request for Certification"	Clerical Change Only
		5	New section added regarding form required to request for Human Resources services other than standard transactions	Requested by Human Resources to track service requests by departments that don't fall under routine categories
D-2	Credit Card Policy	3	Added provision under Authorized Use to include Purchasing Agent use of card to pay utility bills electronically in cases where this process will generate savings to the County	Requested by Admin Services to earn credit by utility companies for paying on time
E-1	Facilities Management	4	Added "The Facilities Manager shall also coordinate any warranty repairs" under the Furniture Repairs section	Requested by Admin Services to describe furniture warranty responsibility
E-4	Waste Disposal	All	Deleted the word "Policies" from policy title Changed all references to "Custodial Services" Manager to "Facilities" Manager	Clerical Change Only
E-7	Real Estate Acquisition	1	Deleted this section and moved reference to new policy E-9 Lease Administration	Requested by Admin Services to separate real estate purchases from leases
E-9	Lease Administration	All	New policy regarding real estate leases. Formally included in E-7 Real Estate Acquisition	Requested by Admin Services to separate real estate purchases from leases
G-1	Board of Supervisors Agenda	1.D.	Added "and Organizational Services" after Human Resources Deleted "ordinances and replaced with "resolutions"	Clerical Change Only
		2	Delete "initiated by" the Auditor-Controller as this process has changed with the new Auditor-Controller	Requested by Clerk of the Board to reflect current policy
		7	Deleted first three sentences under this section and replaced with "Submit a completed Agenda Item Transmittal Sheet to place item on Committee. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit on original staff report and only once copy of any document requiring signature".	Requested by Clerk of the Board to reflect current policy
		8	Deleted section referencing paper size and copies and replaced with "The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and original of any document to be executed by the Chair (i.e. agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer). Paper size must be 8 1/2 x 11. If an item agendaized is required to be mailed to an outside party, address labels and additional copies of packet are required at the time submitted. Please note on the brown sheet approximate time needed.	Requested by Clerk of the Board to reflect current policy
		9	Cleaned up language to provide specific timeframe for agenda deadline	Requested by Clerk of the Board to reflect current policy

Administrative Policy & Procedures Manual - FY 2012-13 Summary of Changes

Policy Number	Subject	Item	Change	Reason
H-1	Info Tech	2.E.	Added "and security" to areas of responsibility	Requested by Information Technology to reflect new responsibility
		4	Deleted previous section regarding TRC membership and replaced with new language to reflect current makeup of committee	Requested by Information Technology to better reflect new TRC makeup
		5	Changed numbering due to section 4. edits	Clerical Change Only
		7	Changed numbering due to section 4. edits	Clerical Change Only
H-3	Information Security Governance Program	All	New policy regarding Information Technology Security program	Requested by Information Technology to reflect new responsibility regarding information technology security issues
J-1	County Counsel Services	2.B.	Added "working" to 21 days to reflect actual timeframe allotted for this function by County Counsel	Requested by County Counsel to clarify timeframe to review legal requests
		2.C.	Added "working" to 21 days to reflect actual timeframe allotted for this function by County Counsel	Requested by County Counsel to clarify timeframe to review legal requests
		4	Added "which includes but is not limited to all closed session matters" to Agenda Review section	Requested by County Counsel to include closed session items that require review
K-1	Requisitioning Supplies	1	Section was revised to reflect County Copy Center (Print Shop) being closed and the current process to large copy/print jobs	Requested by Admin Services to reflect current business practices regarding large copy/print jobs
		1.A.	Delete "the Copy Center" and add "Administrative Services". Add "print" to copy charges	Requested by Admin Services to reflect current business practices regarding large copy/print jobs
		2	Added "to ensure that the item is not already under County contract"	Requested by Admin Services to add verbiage regarding ensuring items are currently not already under contract
		3	Deleted section referencing Auditor-Controller's responsibility regarding insufficient budget funds	Deleted reference as this is the responsibility of the Auditor-Controller not Admin Services
K-3	Capital Assets	All	New policy to comply with Generally Accepted Accounting Principles (GAAP) and to establish best practices for the maintenance of Capital Asset records	Requested by the Auditor-Controller to memorialize Capital Assets policy to comply with GAAP and required tracking of County assets
L-1	County Owned Property Sale or Lease	8	Added section for Administration for Department Specific Programs	Requested by Admin Services to clarify department managers responsibility in county real estate sales or leases

ADMINISTRATIVE POLICY & PROCEDURES MANUAL

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Yuba County Administrative Policy & Procedures Manual

Subject: PERSONNEL POSITION REQUESTS	Policy Number: C-2	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. General

Personnel requests for new positions or advanced step hire require Board of Supervisors authorization or Administrative authorization depending on department position allocations, available funding, and the following procedures.

2. New Position Requests

New position requests are typically made only during annual budget hearings or in times of emergency, and always require approval of the Board of Supervisors, Human Resources Director and County Administrator.

- A. Requests shall be made on a Request for Position Allocation Change form provided for that purpose by County Human Resources. Requests shall include the proposed classification for the position sought, hours to be worked, estimated salary and benefit costs, funding source(s), and a narrative justifying the need for the position.
- B. Completed request forms shall be submitted to the County Administrator and Human Resources Director for their review and recommendation.
- C. Requests approved by the County Administrator and Human Resources Director shall be processed in one of the following manners:
 - C1. All new position requests received as part of the annual budget process shall be submitted to the Board of Supervisors during budget hearings, with a recommendation for funding.
 - C2. Emergency position requests received during the remainder of the year shall be submitted to the County Administrator and Human Resources Director by the requesting department and if approved, to the Board of Supervisors for final approval.
- D. Approved requests shall be filled after the requesting department has completed a Request for Certification form, available from the Human Resources Department and submitted to the County Administrator.

3. Extra Help Requests

Extra Help requests shall be submitted to the County Administrator using the Request for Certification form. Extra Help employees may work no more than 1,000 hours in any fiscal year period or 960 hours if they are a retired PERS member.

4. Vacant Positions

Requests to fill vacant positions shall be submitted to the County Administrator using the Request for Certification form prepared by the Human Resources Department.

5. Request for Services

Occasionally, a department may request assistance from Human Resources where reviews are necessary to help determine the staffing needs of the department. Reviews can be performed for anticipated new positions, job classifications, job analysis, salaries, department structure, anticipated layoff calculations, title analysis and turnover/retention issues. Requests will be made using the Request for Human Resources and Organizational Services Action form prepared by the Human Resources Department.

Yuba County Administrative Policy & Procedures Manual

Subject: CREDIT CARD POLICY	Policy Number: D-2	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Applicability

The credit card policy described below applies to all County officials, employees, and eligible participants utilizing a credit card authorized by the County of Yuba.

2. Purpose

The purpose of the credit card policy is to promote the responsible use of the credit card as an efficient method to pay for expenses for official County business.

3. Authorized Use

The credit card will be issued to a County of Yuba department head/elected official. A department head may request an additional card for department management with Purchasing Agent approval.

The primary use of the credit card is for expenses associated with travel on official county business. Travel expenses include airline reservations/tickets, hotel/motel accommodations, rental car, fuel for rental car, meals, and conference fees. Costs associated with training, training and reference materials needed for official county business, which do not require travel are also allowed.

The County Purchasing Agent is authorized to use credit card to set up accounts with online auction services for the purposes of disposing County surplus property, and purchases using normal emergency purchasing requirements in accordance with Yuba County Purchasing and Contracts Manual, during a declared County emergency.

The credit card may also be used for a valid business use not mentioned in this policy with prior approval by the Purchasing Agent or County Administrator for a purchase up to \$1,000. The credit card may also be used by the Purchasing Agent to pay utility bills electronically in cases where the electronic payment will generate a savings to the County.

Any one making unauthorized charges with the credit card may be held personally liable for the charges.

4. Responsibilities

A. Auditor-Controller or designee is responsible for:

In conjunction with the Purchasing Agent, selection of the financial institution providing the most cost effective credit card services.

Settling accounts with the financial institution sponsoring the credit card.

Processing of payments to the sponsoring financial institution.

Performing compliance audits in order to determine the adequacy of internal controls and appropriate applications of the controls within county departments.

Preparing and submitting an annual report to the Board of Supervisors providing information on the volume of transactions both in number and dollar amount and other information relative to the effectiveness of the credit card program.

B. Purchasing Agent is responsible for:

Participating in the selection of the credit card provider.

Administration of the credit card program, including recommending policy regarding the authorized purpose, communication of information related to card issuance, changes in card limits, and termination of card use to the credit card provider.

Providing training. Training is mandatory for all staff participating in the County Credit Card program. Card usage will not be allowed until training has been completed.

Approval of all requests for credit cards.

Receipt of the monthly credit card invoice from the credit card provider and prompt processing of the invoice to the Auditor-Controller for payment.

Processing journal entries to the responsible department for their monthly credit card charges as reflected on the provider's monthly invoice.

C. Department Heads/Elected Officials are responsible for:

Accepting the credit card for their department and being personally responsible to ensure only authorized purchases are made with the credit card. The department head/elected official assumes personal liability for any unauthorized use of the credit card within their department.

Attending a training session prior to being issued a card and receiving instruction in the uses and restrictions of the credit card. The purpose of the training session is to ensure that each department is familiar with the policies and procedures and to answer any questions regarding use of the card.

Ensuring that credit card procedures are understood by employees using the card. The card shall only be used by employees for purchases directed by the Department Head under the provisions of the Credit Card Policy and approved for County business only. Each card user must sign a Purchasing Card User Agreement, a copy of which will be kept on file in the department.

The Department Head must ensure credit card receipts are collected after usage, charges are reviewed and approved monthly and prompt payment is made for the

charges. If there are any small incidental charges noted on receipt that are personal in nature (example: hotel movie rental charged to room), a personal check for the incidental charge made out to Yuba County must be included with the monthly invoice to reimburse the County for the personal charges.

5. Termination of Card Use

Failure to follow the purchase card procedures issued by the Auditor-Controller may result in termination of the department's use of the credit card and/or other disciplinary action.

Termination of a card due to improper use may be initiated by the Auditor-Controller, County Administrator, Purchasing Agent, or County Counsel. These entities shall work together to authorize and complete a card termination.

If the credit card is lost or stolen, department head is to report the lost or stolen card to Administrative Services immediately to have the card cancelled in an effort to prevent fraudulent use.

6. Purchasing Card User Agreement

The Purchasing Card User Agreement must be reviewed and signed by all credit card users. *See Attachment A.*

Attachment A

COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: _____ Date: _____

Card User's Name: _____ Phone: _____
(Please print)

I, _____, do hereby acknowledge receipt of purchasing card
(Please print)
number _____ and agree to assume responsibility for compliance
with the terms and conditions of the Yuba County Purchasing Card Policy.

Initial:

_____ I understand that the Purchasing Card is solely for official business of the County of Yuba,
intended to facilitate the payment of travel expenses for the conduct of County business
within applicable activity limits and is not for my personal use.

_____ I understand that use of the Purchasing Card for payments not authorized within the Yuba
County Purchasing Card Policy will be considered misuse of the Purchasing Card and may
result in administrative action such as, but not limited to, (a) immediate forfeiture of the
Purchasing Card, (b) disciplinary action which may include termination of my employment
and (c) conviction of a felony. I further understand that I am personally liable for any
payments not authorized by my Department Head and permitted within Yuba County
Purchasing Card Policy.

_____ I understand that all charges will be billed directly to and paid directly by the County of
Yuba and that I cannot make payments to the financial institution directly.

_____ I understand that I am responsible for maintaining security of the Purchasing Card and for
all charges made by or authorized by me against it. I will safeguard the Purchasing Card
with appropriate security from the time I receive the card until it is surrendered to the
appropriate person within my department.

_____ I agree to follow State of California law, County of Yuba purchasing policies and
procedures, and departmental guidelines.

_____ I understand that the Purchasing Card must be surrendered upon request and/or upon my
termination of employment from the County of Yuba.

_____ I have received appropriate training and agree to comply with all instructions as set forth by
the Yuba County Purchasing Card Policy.

_____ I understand that the Yuba County Auditor's office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the
County of Yuba for all charges improperly authorized by me to the Purchasing Card and all
costs incurred by the County of Yuba related to the collection of such charges.

Cardholder's Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Yuba County Administrative Policy & Procedures Manual

Subject: FACILITIES MANAGEMENT	Policy Number: E-1	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Maintenance

Maintenance is work required to keep facilities at the level of condition which permits efficient utilization of the function assigned. It includes housekeeping and custodial functions, operations and servicing of mechanical support equipment, and recurring repair and preservation work, such as structural repairs, roofing, painting, plumbing, heating and air conditioning, and electrical service.

2. Responsibility

The Administrative Services Director, through the Buildings and Grounds and Custodial Divisions of the Administrative Services Department is responsible for maintenance of all County facilities. The Director of Administrative Services shall also be responsible for approving all building and facility alterations.

3. Furniture Moves

The Building and Grounds Division is responsible for accomplishing all moves of furniture, furnishings, and equipment. Some moves may require coordination by the Information Technology Division of Administrative Services. Most moves will be accomplished by County personnel, Jail inmates participating in the Trustee program or the use of contractors. Determination of method will be made by the Administrative Services Director.

4. Furniture Repairs

Requests for repairs to furniture shall be evaluated by the Facilities Manager. Where feasible the repairs will be completed by County maintenance personnel; however, requesting departments will be charged on a time and materials basis. The Facilities Manager shall also coordinate any warranty repairs.

5. Requests

Departments requiring furniture moves will advise the Buildings and Grounds Division of requirements at least thirty (30) working days prior to desired move date (prior telephonic coordination is desirable).

6. New Furniture

Several of the County facilities have furniture standards. Furniture purchases must be approved by Administrative Services to ensure compliance with standards. This

improves aesthetics of our buildings as well as eases warranty tracking and eases maintenance and repair.

7. Building Security

Basic responsibility for security of a department's facilities rests with the using department. Overall building security needs shall be coordinated by Administrative Services.

A. Security Badges

Every employee of Yuba County shall have an ID badge with them or at their work station at all times each day they are at work. Some facilities require you to have your card on your person at all times. Each employee has the responsibility to take the appropriate care to control his or her badge to prevent loss and thereby any unauthorized access to County facilities.

See Section E-6 Security Badges for additional information

B. Keys

The Facilities Manager will provide locksmith services and maintain master key control records. Keys will be issued only upon receipt of a written request signed by a Department Head or acting Department Head. Keys must be signed for upon receipt by the department.

1. Department heads are responsible for all keys issued to their employees. Only County employees specifically authorized by the Department Head may receive keys, and Department Heads shall maintain a written record of each key issued.
2. Duplicate keys may be obtained only upon written request to the Facilities Manager.
3. Check out procedures will be established by each department to ensure keys are turned in by departing employees.

8. Energy Conservation

Energy conservation is defined as management actions directed toward more efficient utilization of all energy sources.

- A. County policy is to support energy conservation and to maintain and operate all County facilities at appropriate energy levels to conserve fuel and to serve as an example to the public.
- B. The Director of Administrative Services is responsible for maintaining temperature settings in County facilities to conform with energy conservation and efficiency standards. County employees shall not tamper with thermostat settings.
- C. Space heaters are prohibited in all County offices.

9. Sign Control

To insure a uniform high standard of appearance for all signs installed on County property and to keep maintenance and acquisition costs to a minimum, a sign control procedure shall be established.

- A. Included for the purposes of this procedure are all County identification, informational and directional signs, except those used in connection with roads and recreation facilities.
- B. The Building and Grounds Division is responsible for establishing standards and reviewing all proposed sign installations for conformity with these standards. Basic sign standards indicate that signs shall be consistent with other signs in the facility, easily visible, and meet any legal signage requirements. Additional standards may exist by facility. See Administrative Services for guidance.

10. Posting of Notices

No announcements, advertisements or other printed material with the exception of public notices, those required by statute, posted in designated locations shall be posted in or on County facilities without the express permission of the Administrative Services Director. Such permission shall be requested, in writing, and shall include the reason for the request, and desired duration of the posting. In the interest of a uniform high standard of appearance, the Administrative Services Director shall have discretion to reject such requests, or to limit the duration of posting.

12. Space Management

The Board of Supervisors is ultimately responsible for the assignment of departmental office space in all County facilities. At the staff level the Director of Administrative Services is charged with collecting and analyzing departmental space needs and requirements and recommending assignments to the Board through the Public Facilities Committee, which shall consist of two Supervisors, the County Administrative Officer, County Counsel, and the Director of Administrative Services.

13. Paint Colors

County facilities may have standard paint colors for aesthetics and for ease of maintenance. Any painting should be approved by Administrative Services and should utilize a standard paint color. Administrative Services shall document existing standards, and may adopt new standard colors as they see fit.

Yuba County Administrative Policy & Procedures Manual

Subject: WASTE DISPOSAL	Policy Number: E-4	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

POLICY:

The County of Yuba and all of its entities will strive to be good stewards of the environment. We will work to minimize our waste, and agree to handle our trash and waste materials in an environmentally appropriate manner.

RECYCLING:

Where feasible, county employees in participating County facilities shall recycle any applicable materials as directed by the Administrative Services Director. The recycle program will be coordinated by the Custodial Services Division and may include participation from outside entities.

UNIVERSAL WASTE DISPOSAL:

The Facilities Manager will maintain the County Universal Waste Disposal Program. All materials deemed universal waste; such as fluorescent tubes, compact fluorescent bulbs (CFLs), spent electronic ballasts, spent batteries, and non-empty aerosol cans, will be properly collected, stored, and disposed of in compliance with federal, state and local laws.

E-WASTE :

The Facilities Manager will maintain the County Electronic Waste Disposal Program and coordinate appropriate disposal. All materials deemed electronic waste that are not Universal Waste including spent computer monitors, keyboards, CPUs or 'mother-boards,' cases, and other computer components, discarded printers, calculators, telephone equipment and other related electronic waste products are to be properly collected and disposed of in compliance with federal and state law. Any item containing a circuit board, keyboard, or display screen qualifies as e-waste.

HAZARDOUS MATERIALS:

All materials deemed **hazardous** waste that is not universal or electronic waste including but not limited to paint, chemicals, oil, solvents, paint thinner, other unknown liquid, or products that carry words like danger, warning, toxic, flammable, corrosive or explosive must not be put in the regular trash and must be dealt with appropriately. Departments are to contact the Administrative Services Department to arrange for pick-up and disposal.

CONFIDENTIAL DOCUMENT DISPOSAL:

All confidential documents required and certified to be destroyed in accordance with applicable federal, state and local laws, and county policy, shall at the discretion of the Department Head, be shredded on-site by county employees or destroyed through a confidential documents destruction contractor who meets county purchasing and confidentiality guidelines. County departments may contact the Facilities Manager and have their documents destroyed in accordance with *Documents Destruction Procedure Policy*. A copy of this procedure is available in Administrative Services.

Of Special Note:

Public records or writings may only be destroyed in strict accordance with State law as:

- A. Certain public records may never be destroyed.
- B. Certain public records may be destroyed only after reproduction and with authorization by the Board of Supervisors.
- C. Most court records require court approval prior to destruction.
- D. County destruction of records procedures must be enacted by Board resolution.

Yuba County Administrative Policy & Procedures Manual

Subject: REAL ESTATE AQUISITION	Policy Number: E-7	Page Number: Page 1 of 1
	Date Approved: 10/27/09	Revised Date: 05/14/13

POLICY:

In an effort to have consistent processes when acquiring real estate, all real estate transactions shall be coordinated through Administrative Services. This will assist in planning for proper maintenance of facilities, and proper record keeping for the County's entire real estate portfolio in a central location. Proper record keeping includes storage of sales contracts, leases and other pertinent negotiation documents, project plans, and etc. This will ensure that the property inventory report is accurate and each property has adequate insurance. When notified of property transactions, Administrative Services shall ensure that the department initiating the transaction has all of the information needed to update all of these documents.

PROCEDURE:

1. Real Estate Purchases & Other Acquisitions

The Administrative Services Director is responsible for coordination, planning, and negotiation of all real estate purchases, and for maintaining records of those purchases. If the need to purchase real estate arises, departments should contact Administrative Services and provide an explanation of the requirements.

Departments should notify Administrative Services if property is acquired through any means, even if not purchased. This will allow Administrative Services to share with departments how to properly document acquisition in the centralized repository.

Yuba County Administrative Policy & Procedures Manual

Subject: LEASE ADMINISTRATION	Policy Number: E-9	Page Number: Page 1 of 1
	Date Approved: 05/14/13	Revised Date:

POLICY:

1. Real Estate Leases

The Administrative Services Department is responsible for lease administration for all county facilities. The department also serves as the central repository for all lease documents. If the need to lease property arises, departments should contact and coordinate the process with Administrative Services. All leases must be executed in accordance with the Yuba County Purchasing Manual, which requires that all lease transactions, including amendments, be approved by the Board of Supervisors.

2. Health and Human Services Exception

Any lease or lease amendment related to space controlled or peripherally related to the Health and Human Services building located at 5720 Packard Avenue must first be approved by a committee consisting of the following members:

- County Administrator
- County Auditor
- Director of Health and Human Services
- Director of Administrative Services

The Director of Health and Human Services representing the primary tenant in that facility shall have the responsibility to solicit input from the other tenants of the facility and bring forward their perspectives to the committee.

If at such time the Health and Human Services Department is no longer the primary tenant of the facility, the committee position shall be replaced by the director of the department representing the new majority tenant.

Yuba County Administrative Policy & Procedures Manual

Subject: BOARD OF SUPERVISORS AGENDA	Policy Number: G-1	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Documents Requiring Legal Review

Resolutions, Ordinances, Agreements, Contracts, Leases, MOU's, Grants, etc. must be reviewed and signed by County Counsel prior to request to be placed on committee or agenda action. Allow 21 days for review per County Counsel Legal Services Policy. *See Attachment A.*

- A. Agreements, contracts, leases, MOU's must be executed by the other party prior to your agenda request. The County will be the last to execute said documents. Any requests to change the signing order must be approved by the Clerk of the Board.
- B. The County is normally the first party to execute grants and agreements with State/Federal agencies. The department is responsible for obtaining signature by the State/Federal agency and providing a fully executed copy to the Clerk of the Board as soon as it is received from the State/Federal agency.
- C. Bi-County agreements in which the other County is the lead agency must be approved by their Board and executed by their official prior to the agenda request being submitted to the Board.
- D. All requests for new or amended ordinances must be reviewed by County Counsel and be in County Code format. The Human Resources and Organizational Services Department must also review any new or amended ordinance or resolution dealing with personnel matters. Human Resources and Organizational Services Department will draft position allocation resolutions.

2. Budget Transfers

Budget transfers must be signed by the Department Head, County Administrator, and the Auditor-Controller prior to scheduling for committee or agenda action.

3. Committee/Agenda Staff Report

Committee and agenda packets require a staff report from the department on letterhead in the format prescribed as follows:

Staff report should be in memo form, and shall clearly delineate a recommended action, background, discussion, committee recommendation, and fiscal impact regarding the recommended actions. *See Attachment B.*

4. Bypassing Committee and Schedule on Consent

Under certain circumstances, a department can bypass Committee and place an agenda item directly on the consent agenda. The staff report shall indicate the reason for bypass of committee review. The following are examples of circumstances:

- A. Routine grant requests if total expenditure is \$5,000 or less
- B. No General Fund impact and/or County match
- C. No impact to any other department
- D. Annual routine requests
- E. Year end budget transfers for cleanup
- F. Prior approval by BOS or County Administrator

Please verify with Clerk of the Board if uncertain of consent agenda placement.

5. Fast Tracking

Defined as committee one week, consent agenda on the following week. Committee and agenda packets are submitted at the same time with all documentation complete and notation on the staff report under committee heading that item is recommended for approval by committee name. If the committee does not recommend approval, it is the department's responsibility to immediately notify the Clerk of the Board's office after the committee meeting. The item will then be returned for preparation of a new agenda packet for submittal to a future agenda.

6. Types of Agenda Items

A. Consent Items

Routine items of which no discussion is anticipated and/or the item has been recommended for consent calendar by a Board of Supervisors Committee. Consent items are approved at the same time by one motion of the Board unless there is a request for a specific item to be removed for discussion purposes.

B. Department Items

Items for discussion, requested by a Board of Supervisors Committee and/or County Administrator/Chairman to be placed under County Departments.

C. Information Items/Presentations

Requires no action by the Board of Supervisors.

D. Committee Items

All non-routine items; items requiring policy direction, purchase/travel not budgeted, etc. Typically matters come to committee first for direction and/or recommendation for approval on Consent.

7. Committee Packets

Submit a completed Agenda Item Transmittal Sheet to place item on Committee. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and only once copy of any document requiring signature. The original agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer is not submitted with the committee packet; only a copy of the signed document. Please note on brown sheet approximate time needed. No documents shall be larger than 8 ½ x 11

8. Agenda Packets

Submit one completed Agenda Item Transmittal Sheet to place item on agenda. The transmittal sheet can be obtained on the County intranet or through the Clerk of the Board. Submit one original staff report and original of any document to be executed by the Chair (i.e. agreement, contract, lease, MOU, grant, resolution, ordinance or budget transfer). Paper size must be 8 ½ x 11. If an item agendaized is required to be mailed to any outside party, address labels and additional copies of packet are required at the time submitted. Please note on the brown sheet approximate time needed.

9. Agenda Deadline

Agenda items must be submitted by noon Thursday, 12 days prior to the meeting. If a holiday falls during the Thursday – Monday timeframe, the deadline is Wednesday at noon. *Please refer to County Intranet for Agenda Deadline Schedules.*

CONFIDENTIAL ATTORNEY-CLIENT REQUEST
FOR COUNTY COUNSEL LEGAL SERVICES
(Supplement requests with attachments if necessary)

Requesting Department _____

Date _____

SPECIFIC QUESTION(S) TO BE ANSWERED:

BACKGROUND INFORMATION – If this is an opinion request, please provide description of the problem/your concern, giving events, names, addresses (zip codes), dates and times; also attach copies of all background documents, including local, state or federal program documentation and names/citations to applicable statutes, (we need more than, e.g., SB 90; we need session law or code cite, e.g., statutes 1972, chapter 1406 or Revenue and Taxation Code §2201 et seq.) ordinances, regulations, cases of which you are aware.

IF THIS IS A LEGAL DOCUMENT REQUEST also include Contract/Lease - attach your draft of any pertinent contract, lease, ordinance or resolution.

Requested Date of Completion _____

Reason for Requested Completion Date if Less Than 21 Working Days:

DEPARTMENT HEAD APPROVAL

(Signature)

Contact Person _____ Telephone/Ext _____

SAMPLE BOARD MEMO

[Same format is also used for Committee except you omit "Committee Action"]

To: Board of Supervisors or Name of Committee

From: [Department]

Subject:

Date: [Date of the Board or Committee meeting]

Recommendation

Board Agenda - [Be specific in delineating the action being requested; i.e. adopt resolution/ordinance, authorize budget transfer, approve contract/MOU, etc.]

Committee Agenda – [Committees make a recommendation rather than approve. Consider resolution/ordinance/budget transfer/contract or provide direction]

Background

[What has transpired to prompt the department to bring this matter to the Board of Supervisors (or Committee) for consideration.]

Discussion

[What information does the Board of Supervisors (or Committee) need in order to make an informed decision and/or what will be the result should your action be approved as requested.]

Committee Action

[What committee reviewed your request and what was the committee recommendation to the full Board. When the matter was not submitted to a committee, state the reason but do not omit or indicate n/a; i.e., a routine budget transfer, ongoing grant, renewal of ongoing contract, due to timelines was unable to submit to committee, etc.]

Fiscal Impact

[What financial impact/general fund impact will this action have on the County should your request be approved. Also advise of grant funding and county match if appropriate.]

Yuba County Administrative Policy & Procedures Manual

Subject: INFORMATION TECHNOLOGY	Policy Number: H-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. The County will maintain an in-house capability to manage the acquisition, development and support of computer, network, and communication systems. The use of outside contractors to supplement county staff is encouraged when such services are cost beneficial and in the best interests of the County.
2. The information technology function shall be organizationally located as a division within the Department of Administrative Services. The Information Technology Division is responsible for:
 - A. Implementation of policies.
 - B. Identification of emerging technologies.
 - C. Project planning, development, and tracking.
 - D. Acquisition strategy and recommendations.
 - E. Systems, hardware, equipment maintenance and security.
 - F. User training.
 - G. Fiscal coordination, including development and management of the Information Technology budget unit (1900) and the Computer Replacement Trust fund.
3. All technology support positions shall be located in the Department of Administrative Services, Information Technology Division. The Board of Supervisors may allow an exception to this basic policy where an overriding benefit to the County may be clearly demonstrated.
4. A Technology Review Committee shall exist as a county-wide Information Technology governance system, and shall serve in an advisory capacity to the County Administrator and Board of Supervisors. The committee shall consist of approximately 10 department heads who shall be considered permanent members, and 4 additional members who may be any member of County management and shall serve for a period of 24 months.

The Technology Review Committee shall be responsible for assisting in the prioritization of large technology project, making funding recommendations, work to understand technology trends and how the County can benefit from them, and ensuring the County is receiving the greatest benefit from its technology investment.

5. The Technology Review Committee and Information Technology Manager shall review all departmental requests for acquisition of new (non-standard) information technology resources to include: equipment, software, security systems and related support systems. Standards have been developed for personal computers and all peripherals, software, palmtop devices, tape drives, network equipment, digital cameras, copiers, and telephone equipment. All standard purchases must be approved by the Purchasing Agent.
6. The Information Technology Manager shall provide advice to the Purchasing Agent as to the standards for technology resources.
7. Maintenance and licensing agreements for equipment and hardware shall be evaluated by the Information Technology Manager at the time of purchase, and may, depending on circumstances, be renegotiated or modified by either the Technology Review Committee or the appropriate department head, with Board approval. No maintenance, support, or licensing agreements shall be executed without prior evaluation by the Information Technology Manager.
8. The Information Technology Division or its delegates shall approve and be responsible for the installation of all software applications on County computers.
9. Technology is to be used only as a part of the normal execution of an employee's county job responsibilities. All employees are given a Technology Use Policy during new employee orientation for review and acknowledgment (see attached).
10. Employees under no circumstances will use the password of another or share passwords.
11. Use of technology within the County may be subject to monitoring and/or blocking for security and/or network management reasons.
12. Information Technology in consultation with the Technology Review Committee shall implement various security procedures to protect the technology resources of the County. These procedures will address all recognized exposures to harmful activities such as virus contamination, unauthorized access, theft, and attacks on critical technology systems. Information Technology shall develop and maintain security policies and procedures to comply with relevant laws, regulations, requirements and best practices, and will assist departments in implementing controls and procedures to be in compliance with security requirements.
13. All internet presence sites such as web pages shall be developed in accordance with the County's Web site policy.

Yuba County Administrative Policy & Procedures Manual

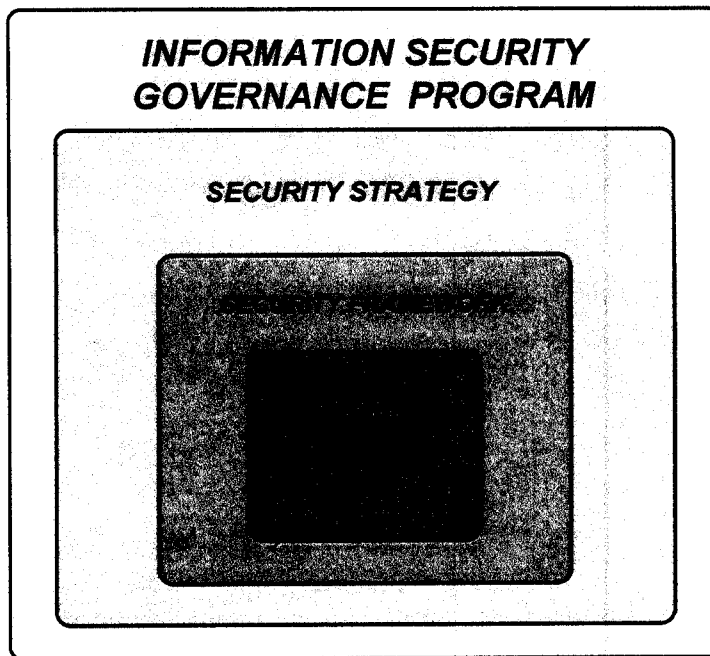
Subject: INFORMATION SECURITY GOVERNANCE PROGRAM	Policy Number: H-3	Page Number: Page 1 of 7
	Date Approved: 05/14/13	Revised Date:

POLICY:

It is the policy of Yuba County to protect and secure all information assets in accordance with applicable laws, regulations, and accepted best practices while ensuring availability, integrity, and confidentiality.

To achieve this goal, the Yuba County Board of Supervisors authorizes the Yuba County Information Technology Security Officer, together with Information Technology, to develop and maintain the Yuba County Information Security Governance Program, with input and approval from County Counsel, HR, and the TRC, requiring all Yuba County Departments to comply with the Yuba County Information Security Governance Program.

The Program consists of the following components and their relationship to each other represented in this diagram:



The Yuba County Information Technology Security Officer will interpret and apply relevant State and Federal legislation to ensure that the best interests of the constituents of Yuba County are represented.

Yuba County

Information Systems Security Framework

Version 1.0

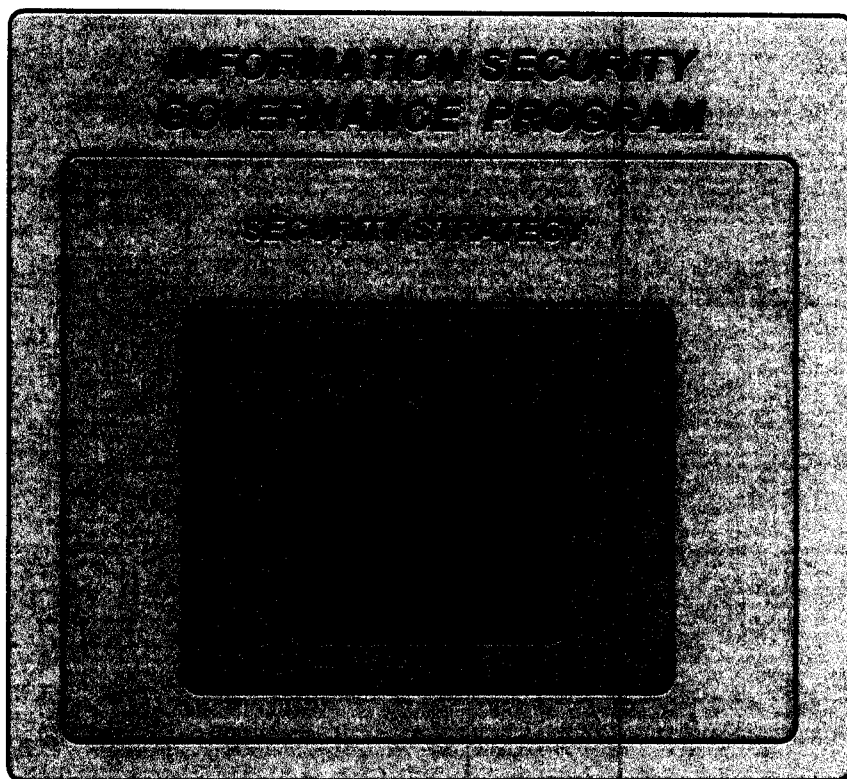


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1 Purpose

The purpose of the information security framework is to define the Vision, Mission, Roles Responsibilities, and Scope of an Information Security Governance program. The framework plays an important role in carrying out strategic directives and objectives communicated by management to the organization. Once management has committed to establishing and supporting an Information Security Governance Program, the structure for the program is represented in the following diagram:



The Yuba County Information Security Governance Program is administered through a shared management philosophy and achieves the following management objectives:

1. Legal and regulatory compliance.
2. Risk management.
3. Performance measurement.
4. Resource management.
5. Strategic business alignment with information security.
6. Optimizing information security investments.

The Federal Information Security Management Act of 2002 (FISMA), and California Code provide further legal guidance to allow the Technology Review Committee (TRC) to review and approve management, operational, and technical security requirements mandated to protect Yuba County information. Yuba County Information Systems Security Policy (YCISSP), once implemented, is intended to protect all Yuba County information resources,

and by extension will impact the hardware, software and infrastructure required to enable the services provided by County, State, and Federal sources.

The framework guides the activities and processes that result in an effective Information Security Governance Program. All information security policies that are developed by the Information Technology Security Officer together with Information Technology are approved by the Technical Review Committee, Human Resources/Risk Management, and County Counsel, and are included in the YCISSP. These policies reflect the will of the Yuba County Board of Supervisors and management in protecting all Yuba County information.

Once the framework is adopted, all proposed policies will be reviewed by the Technical Review Committee working with County Counsel, the County Administrator, and Human Resources. The YCISSP will be maintained by Information Technology and the Information Technology Security Officer.

2 Vision

The vision of the Information Security Governance Program is that through effective awareness programs, policies, and security risk management, Yuba County will minimize the financial and legal impacts of information security incidents on its constituents and management, staff, and other stakeholders.

The Information Security Governance Program represents a collaborative effort between all Yuba County departments regarding the lawful use and appropriate protection of Yuba County information.

3 Mission

The mission of the Information Security Governance Program is to ensure confidentiality, availability, and integrity of all Yuba County information to authorized persons.

4 Scope

The scope of the Information Security Governance Program includes all Yuba County information. Examples include: Databases, lists, records, email, configurations, login and account information, financial records, personal information, medical records, etc.

5 Terminology

Breach – Any unauthorized access, modification, or disclosure of information whether accidental or intentional.

Information Owner (or Data Owner) – Information ownership is the direct responsibility of user departments. Department heads and/or designees are responsible for being knowledgeable about confidentiality and privacy laws specific to their department's functions. Department Heads

and/or designees are responsible for all aspects of the classification, use, distribution and protection of County information while inside or outside of their respective departments. This responsibility includes identifying all information sets within their care and communicating this information to the Information Custodians, determining the level of access to information granted to each user, coordinating with the information custodians to assure that facility security needs of sensitive information are met, [Examples include: any classification designations per user and information set are communicated to the Information Custodians, establishing backup and restore intervals, developing processes to communicate changes in compliance affecting information, recovery procedures, etc.]

Each department or agency is required to document public versus sensitive data under its control. Questions about the proper classification of a specific piece of information will be addressed to the Information Owner. The Information Owner is the Department Head responsible for the information or information system. The Information Owner is the classification authority and must advocate for adequate resources to support information custodial functions relating to their information. It is the responsibility of the information custodian to apply appropriate measures to protect all information assets that are classified as sensitive by the owner of that information. This policy is not intended to, nor does it, create any personal liability on the part of the Information Owner for any direct, indirect, or consequential loss or injury arising out of or connected to the use or misuse of County information.

Information Security Incident – An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system, or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

Information Security Risk – The probability of an information security incident occurring and its impact to county finances or constituent confidence.

Information Security Risk Management – The assessment, acceptance and mitigation of information security risk.

Yuba County Department – Any clearly defined functional body governed by the Yuba County Board of Supervisors. This includes but is not limited to Departments, Agencies and Commissions.

Information Custodian – The individual within Information Technology responsible for physically and logically securing the data as defined and communicated by the Information Owner. The Information Custodian will: ensure that access controls to information are in place and monitored, work with Information Owners in establishing processes which communicate any changes to custodial requirements, ensure data recovery activities provide necessary availability to comply with state mandates, monitor, detect, and track changes to information content.

6 Roles and Responsibilities

Board of Supervisors

The Board of Supervisors is responsible for reviewing and ratifying the Information Security Framework and supporting the Information Security Governance Program through their actions and resource allocation.

County Administrative Officer (CAO)

The County Administrative Officer acts as an agent of the Board of Supervisors to ensure that administrative policies and programs are carried out by County departments.

Information Technology Security Officer (ITSO)

The Information Technology Security Officer is responsible for establishing and maintaining the Information Security Program.

Information Technology (IT)

Information Technology works jointly with the Information Technology Security Officer in developing security policies and implements those policies once adopted. Information Technology also acts as information custodian and is responsible for ensuring that all protected information is secure while in transit and at rest.

Department Head (DH)

Department Heads are responsible for ensuring departmental participation in the Information Security Program, designating the qualified Information Owner, and providing appropriate resources to perform required security tasks.

Technology Review Committee (TRC)

The Technology Review Committee is a Board authorized committee of Department Heads and Managers responsible for the review and approval of all information security policies that are incorporated into the YCISSP.

Information Custodian

The Information Custodian role is assigned to Information Technology and implements Information Security policies as well as ensuring data meets applicable standards as set by the Information Owner. The Information Custodian, at the request of an Incident Manager, provides records, files, media, information, and logs during an incident response.

Yuba County Administrative Policy & Procedures Manual

Subject: COUNTY COUNSEL SERVICES	Policy Number: J-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Provision of Legal Services

The office of County Counsel is charged with giving legal advice to the Board of Supervisors and County departments. The County Counsel is also charged with prosecuting legal actions brought by the County and with defending legal actions brought against the County and/or its employees while they are acting within the scope of the employer/employee relationship.

2. Requests for Legal Advice

Except in situations of immediate urgency, requests for legal advice are to be in writing and directed to the County Counsel. A Request for County Counsel Services form has been developed by County Counsel for department heads to complete with their request or question. Legal questions and requests for legal advice are never to be sent by e-mail. *See Attachment A.*

- A. Department heads may designate one person in addition to the department head who will have authority to request legal advice from County Counsel. The County Counsel will not respond to a request for legal advice except as provided herein or in situations of immediate urgency.
- B. County Counsel will attempt to respond to requests for legal opinions within 21 working days of receipt of a request from a department. This allows prioritization of requests and flexibility to accommodate urgent requests.
- C. All contracts, professional services agreements and MOUs submitted to the Office of County Counsel for legal review must first be routed to Risk Management for review and approval. Once the Office of County Counsel receives a Risk Management approved contract/agreement/MOU for legal review, County Counsel will attempt to review and return the documents within 14 working days of receipt.

3. Threatened and Actual Litigation

When any employee and/or the County is threatened, either orally or in writing, with suit as a result of employment related activity, such event shall be reported by the person receiving the threat to his/her department head who will then advise the County Counsel.

- A. When any County employee is served with any legal process (summons, complaint, subpoena) relating to any aspect of his/her employment with the County, the person shall orally advise County Counsel of such service at the first opportunity and shall then follow the instructions given by County Counsel for delivery of the process to the Office of County Counsel.
- B. If a County employee is sued as a result of any act or omission relating to his/her employment with the County, the employee shall request, in writing, that the Office of County Counsel provide him/her a defense if the employee so desires.

4. Agenda Review

When any department seeks to place on the Board of Supervisors' agenda any material requiring the review of County Counsel, such material which includes but is not limited to all closed session matters, shall be reviewed by County Counsel prior to submission to the Clerk of the Board for placement on the agenda. Material requiring the review of County Counsel submitted to the Clerk of the Board prior to such required review will be returned to the department.

CONFIDENTIAL ATTORNEY-CLIENT REQUEST
FOR COUNTY COUNSEL LEGAL SERVICES
(Supplement requests with attachments if necessary)

Requesting Department _____

Date _____

SPECIFIC QUESTION(S) TO BE ANSWERED:

BACKGROUND INFORMATION – If this is an opinion request, please provide description of the problem/your concern, giving events, names, addresses (zip codes), dates and times; also attach copies of all background documents, including local, state or federal program documentation and names/citations to applicable statutes, (we need more than, e.g., SB 90; we need session law or code cite, e.g., statutes 1972, chapter 1406 or Revenue and Taxation Code §2201 et seq.) ordinances, regulations, cases of which you are aware.

IF THIS IS A LEGAL DOCUMENT REQUEST also include Contract/Lease - attach your draft of any pertinent contract, lease, ordinance or resolution.

Requested Date of Completion _____

Reason for Requested Completion Date if Less Than 21 Working Days:

DEPARTMENT HEAD APPROVAL

(Signature)

Contact Person _____ Telephone/Ext _____

Yuba County Administrative Policy & Procedures Manual

Subject: REQUISITIONING SUPPLIES	Policy Number: K-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

PROCEDURE:

1. Printing Requisitions

The Department of Administrative Services no longer operates a Copy Center on site at the Government Center. Contractual relationships have been developed with several local print houses to handle the County copy/print needs. Contact information is available from Administrative Services. Departments are encouraged to work directly with these local businesses for their requirements. Most of these businesses create a master monthly invoice which is processed through Administrative Services.

- A. At the end of each month, Administrative Services will complete a journal request itemizing the copy/print charges by department. The request will be submitted to the Auditor-Controller's Office for processing. A copy of the journal request will be sent to each department that incurred a charge for their records.

2. Requisitioning Supplies

All requisitions for office supplies and specialty items shall be made through the designated supplier as defined by the Purchasing Department. A countywide contract is in place to ensure that County needs are met, and that the County receives overall best pricing, rapid response times, and centralized billing. Any requests for unusual or specialty items should be coordinated with the Purchasing Coordinator in Administrative Services to ensure that the item is not already under County contract. If an item is not under contract, the guidelines published in the County's Purchasing and Contracts Manual must be followed.

- A. At the end of the month, each department will be charged for its total requisitions for the month.
- B. Supply invoices are paid centrally by Administrative Services, and departmental costs are allocated back through the Auditor-Controller's Office. Any discrepancies should be discussed and resolved with the Auditor-Controller and Administrative Services.

3. Sufficient Funds Must be Available

Supplies, printed material, and copier material cannot be requisitioned unless the department's budget has sufficient funds to cover the cost.

4. Messenger Service

The Department of Administrative Services shall provide interdepartmental mail and messenger service to all County departments. A centrally located collection station shall be established in each major county facility for deposit and receipt of correspondence. Outgoing U.S. mail shall be segregated by departments according to postal tags provided by Administrative Services. Outbound packages must be delivered directly to Administrative Services for UPS/Federal Express processing. All overnight/express packages must be received by Administrative Services by 3:00 p.m. for same day processing.

5. Ergonomic Devices and Workstation Modifications

All requests for ergonomic devices, workstation modifications or accommodation with special devices (i.e. ergonomic keyboards, chairs, desk height changes, etc.), or requests for an ergonomic evaluation of a work station or area shall be coordinated through Human Resources.

Installation of any of the special devices or workstation modifications must be coordinated between Human Resources and Administrative Services.

6. Office Equipment

All purchase and lease agreements for office equipment exceeding \$5,000 shall require strict adherence to the guidelines outlined in the County Purchasing and Contracts Manual.

The Purchasing Agent or his/her designee is responsible for purchasing or leasing copiers.

Purchases of information technology equipment require the approval of the Information Technology Manager and may also require approval from the Technical Review Committee (TRC).

Yuba County Administrative Policy & Procedures Manual

Subject: CAPITAL ASSETS	Policy Number: K-3	Page Number: Page 1 of 32
	Date Approved: 05/14/13	Revised Date:

BACKGROUND:

The purpose of this Capital Assets Policies and Procedures Manual is to present a uniform method of maintaining Yuba County's capital asset records and to apply a consistent method of accounting for capital assets. This policy does not address or supersede existing budgeting or funding procedures in place. Policies incorporated into this manual are intended to be in accordance with Generally Accepted Accounting Principles (GAAP) and to follow the best practices established for the maintenance of capital asset records.

In addition to providing a point of reference to Yuba County officials and others relative to capital assets accounting, the objectives of this manual are as follows:

- To assemble in one manual of reference, the policies, procedures and instructions to be used in the maintenance of the capital assets system;
- To name the requirements and responsibilities of the various departments in the perpetuation of the capital assets system;
- To provide examples and forms to be used in maintaining the capital assets system.

The establishment and adherence to maintaining the capital assets record system offers the following benefits:

- Proper accountability and stewardship of assets owned;
- Compliance with GAAP;
- Basis for projecting future replacement and expenditures;
- Up-to-date insurable values and proof of loss substantiation.

PROCEDURE:

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SECTION 1 – GAAP GUIDANCE AND REQUIREMENTS

The primary purpose of the County's Fixed Asset System (FAS) is to maintain physical accountability over the assets owned by Yuba County. The accounting system should provide a record of the capital assets obtained over the years that are still in service and identify the funding source for the purchase and/or construction of those assets.

GASB Statement No. 34 defines "capital asset" to include land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period."

The assets that will be capitalized and tracked in the FAS include:

- Land - Includes land associated with another asset, such as land under a roadway, which is physically owned by the County. Easements and land owned through fee title are included as Land.
- Land Improvements - This category would include non-moveable improvements that add value to land (not buildings) that do not have indefinite useful lives and are depreciable.
- Buildings and Building Improvements
- Equipment
- Construction in Progress
- Infrastructure and Infrastructure Improvements
- Intangible Assets - Software, patents, copyrights, and rights of usage or way.

To determine at what level these assets will be monitored, please refer to the Capital Asset Threshold Table found in Section 3.

The general reporting requirements related to capital assets are:

- Inclusion of capital assets in the Statement of Net Assets.
- Inclusion of depreciation expense in the Statement of Activities.
- Policy disclosures related to capital and intangible assets.
- Note disclosures of changes in the governmental and business-related capital assets. This statement would show the beginning balance for each class of assets, total additions for the year by class, total dispositions for the year by class, total transfers for the year by class, and the ending balance for each class of assets in tabular form.
- Facilitating the preparation of other reports, such as the Annual Road Report for the State Controller's Office.

SECTION 2 – VALUATION

VALUATION BASIS

Historical Cost – According to GAAP, capital assets should be recorded or capitalized at the historical cost or estimated historical cost. If purchasing a new asset, the historical cost includes the amount paid for the asset or construction costs less discounts, and should include any ancillary payments required to put the asset into its intended state of operation. Some costs that may be included in arriving at the historical costs are:

- Buildings/Structures – Professional fees, damage claims, cost of fixtures (lights, roof, HVAC), insurance premiums, and related costs incurred during the period of construction.
- Land – Legal and title fees, surveying, appraisal and negotiating fees, and damage payments. Costs associated with preparing the land for its intended use, such as grading and fill costs, may also be capitalized. Land related to infrastructure (i.e. land underneath roads) may be valued at 5% of the total project cost if fair market value is unknown. Land is not depreciable.
- Land Improvements – Historical costs may include professional fees, damage claims, and insurance premiums.
- Equipment, furniture and machinery – Installation, shipping and sales tax fees.
- Infrastructure – Costs include professional fees, damage claims, and insurance premiums.
- Intangible Assets/Software – Software purchase, design and testing costs, installation to hardware, payroll costs associated with installation and testing (See Section 3 – Software Capitalization).

If Yuba County is using in-house resources such as labor (including all applicable labor costs), materials, and supplies, they must be included as part of the cost of the asset and capitalized as if outside resources were used.¹

Donations – A donated asset should be capitalized at its fair market value as of the date it was accepted by the Board and when all capitalization criteria have been met. The fair market value is the estimated value of the asset for which it would be exchanged between a willing buyer and seller with full material knowledge and who agree that the exchange is equitable.

If the donation is received from a private company, corporation, or individual, the donor should provide the original cost assigned. If the donated item is new, the invoice cost should be available. If the donated asset is used, the estimated market value for tax purposes could generally be obtained from the donor. If the donor is unable to provide a unit original cost estimate, the Auditor-Controller's Office can obtain an estimate of value from the Purchasing Agent or an independent appraiser.

Trade-Ins – When a capital asset purchase is reduced by applying trade-in value from another asset, the Purchasing Agent is responsible for notifying the Auditor-Controller's Office of the trade-in on the Purchase Order. If the amount paid for the capital asset falls below the capital asset threshold

¹ Costs associated with internally generated capital assets would be moved from their respective line items to the appropriate capital asset expenditure account. Appropriations would be reduced in the line items such as Salaries & Benefits and be increased in the appropriate capital asset expenditure account.

due to the trade-in, the expense will still need to be coded to the appropriate expense account line item.

The criteria for capitalizing an expenditure, rather than expensing the cost as maintenance or repairs in the period it is incurred, are:

- 1) Does the cost extend the asset's useful life?
- 2) Does the cost increase the capacity or functionality of the asset?
- 3) Does the cost increase the efficiency of the asset?

If any one of the three questions can be answered "Yes", then the costs should be capitalized. If all three questions are answered "No", then the costs should be treated as maintenance costs and expensed in the period they are incurred.

For example, applying an overlay of less than one inch to a road or slurry sealing a section of asphalt would typically be considered a maintenance expense whereas widening the lanes or alignment improvements of a section of asphalt road would typically permit speed limits or traffic flow to increase and therefore would be considered a capitalizable expenditure.

The following definitions and summary chart illustrate the proper accounting treatment based on the type of expenditure.

Maintenance and repair costs allow an asset to continue to be used during its originally established useful life. If costs are incurred to keep an asset in its normal operating condition (e.g. lubrication, cleaning, or replacement of small parts) and the life of the asset is not extended, the costs would be truly maintenance expenditures that are expensed in the period incurred.

Additions, improvements, and betterments provide additional value by 1) increasing the capacity or efficiency of the asset, or, 2) lengthening the useful life of the asset. An increase in capacity increases the level of service provided by an asset. A change in efficiency maintains the same level of service but at a lower cost. These costs are capitalized and depreciated.

The process can be summarized in the following table:

EXPENDITURE TYPE	ACCOUNTING TREATMENT
Maintenance and repair costs	Expense
Additions, Improvements, and Betterments	Capitalize (if threshold is met)

CAPITALIZATION THRESHOLDS

Generally, assets are required to be capitalized for financial accounting purposes when two tests are met.

- 1) Assets with an original unit cost, including ancillary costs, must be equal to or greater than the Yuba County capitalization threshold shown in the table below.
- 2) The asset must show a future benefit beyond the current period.

Capital assets will be capitalized at the thresholds and in the appropriate expense account Element/Object as indicated in the following table:

CAPITAL ASSET THRESHOLD TABLE

<u>Asset Type</u>	<u>Element/Object</u>	<u>Capitalization Threshold</u>
Land	6100	\$ -
Land Improvements	6150	\$ 100,000
Buildings and Structures	6200	\$ 100,000
Building Improvements	6250	\$ 100,000
Equipment (Other than specified below)	6300	\$ 5,000
Vehicles	6310	\$ 15,000
Furniture & Fixtures	6320	\$ 5,000
IT Hardware	6330	\$ 5,000
IT Software ²	6340	\$ 50,000
Heavy and Unlicensed Equipment	6350	\$ 15,000
Office Equipment	6360	\$ 5,000
Infrastructure & Infrastructure Improvements	6400	\$ 250,000
Intangible assets (i.e. software ³)	6500	\$ 100,000
Intangible assets – non-depreciable (i.e. radio frequencies)	6600	\$ 100,000

Additions, improvements, and betterments will be capitalized according to the Capital Asset Threshold Table above. Items or projects under the threshold will be expensed (not capitalized). Capital assets will be identified with a capital asset tag (if applicable), set up in the capital asset record, and accounted for over the asset's useful life.

SOFTWARE CAPITALIZATION

Software is a common form of an intangible asset that can be capitalized when it is considered identifiable and reaches the threshold established above. To be considered identifiable, the asset must meet one of the following two conditions:

- 1) The asset can be separated from the government.
- 2) The asset arises from contractual or other legal rights.

² This line item is to record expenditures of software purchased from external sources.

³ Software as an intangible asset is internally generated not purchased from an external source.

Internally Generated Computer Software

Software is considered internally generated when the software is modified using more than minimal incremental effort before being put into operation.

Costs associated with internally generated computer software can be grouped in 3 stages:

- 1) Preliminary Project Stage: Costs incurred during this stage must be expensed as incurred. Activities in this stage include formulation of concepts and evaluation of alternatives, determination of existence of needed technology and final selection of alternatives.
- 2) Application Development Stage: This stage generally encompasses the following activities: Design of chosen path including software configuration and software interface, coding, installation to hardware, testing and conversion. Types of costs associated with this stage include:
 - a) Personnel costs: Large computer projects may require both employees and consultants to design and implement the system. The costs of both who are directly dedicated to the development and implementation of the computer project may be capitalized.
 - b) Travel, lodging, and similar expenses.
 - c) Purchased software and hardware: Software purchased separately from hardware or software that is modified using more than minimal incremental effort (modifying more than 25% of original source code) before being put into operation shall be recorded and depreciated separately when the capitalization threshold is reached.

Costs associated with the Application Development Stage generally should be capitalized. However, the nature of the activity shall override the timing of the activity. For instance, if training of employees occurs during the Application Development Stage, the associated outlays would be expensed as incurred.

- 3) Post-Implementation/Operation Stage: Activities in this stage include application training and software maintenance. The associated costs in this stage should be expensed as incurred.

NOTE: Software that is purchased with computer hardware as an integral part of the equipment will be capitalized and depreciated over the useful life of the computer hardware and follows the capitalization threshold established for equipment. Stand alone software license agreements will not be capitalized unless ownership is indicated within the license agreement and the capitalization threshold is reached.

DEPRECIATION

Depreciation is a cost allocation methodology that spreads the cost of the asset over its useful life rather than recognizing the total expense in the period purchased. Assets that have an indefinite useful life are not depreciated. Examples of assets with indefinite useful lives include land and easements.

Yuba County uses the straight-line method of depreciation. An entry is made each month to record depreciation expense, an amount which represents the cost of using the assets during the month. In developing the cost allocated to depreciation, Yuba County will need the following information:

Acquisition Date - The date Yuba County took ownership of the asset and placed the asset in service.

Useful Life - The useful life should be set to correspond to the time frame that the asset will contribute to the production of goods or services (see Exhibit B for a listing of asset classes and associated useful lives).

Salvage Value - The amount Yuba County can anticipate recovering at the end of the useful life of the asset. If the County expects to use the asset for its entire useful life the salvage value would typically be reported as zero (0).

SECTION 3 – PROPERTY CONTROL RESPONSIBILITIES

AUDITOR CONTROLLER’S OFFICE

To maintain accurate capital asset records, information must be centralized in the Yuba County Auditor-Controller’s Office. The Auditor-Controller is responsible for maintaining all of the information relating to the capital asset.

The Auditor-Controller’s Office will be responsible for:

- Interfacing with departmental contacts concerning capital asset policies and procedures.
- Monitoring purchase orders and payment vouchers for asset types to be included in the FAS.
- Issuing identification tags for capital assets that are capitalized in the FAS, when appropriate. Tags will be issued when the documentation for the expenditure is complete. See Section 6 – Tagging Procedures for policies and procedures related to tagging assets.
- Processing asset additions, transfers, and disposals based on information received from the departments.
- Reviewing all capital outlay expenditures budgeted in the 6000 series expenditures.
- Conducting quarterly reconciliations between the FAS and the General Ledger in the 1st – 3rd quarters. Monthly reconciliations are conducted in the 4th quarter.
- Any differences must be researched and resolved.
- All reconciliations must be documented and remain on file in accordance with Yuba County record retention policies.
- The annual general ledger reconciliation should also include reconciliation to the annual physical inventory to ensure that the control account maintained in the general ledger is supported by both the capital asset record totals in the FAS as well as the physical inventory.
- Annual review of the Capital Assets policy.

DEPARTMENT RESPONSIBILITIES

Each department will have a capital asset liaison. They will have the following responsibilities to ensure that the necessary information is provided to the Auditor-Controller's Office:

- Complete all necessary forms and submit them to the Auditor-Controller's office, with all appropriate supporting documentation, for processing in a timely manner.
- Forward accounts payable document(s) to be processed for payment.
- Apply capital asset identification tags to appropriate capital assets acquired by their department.
- Report transfers and disposals to the Auditor-Controller's Office in a timely manner.
- Conduct an annual physical inventory.
- Submit an annual inventory report, including a written certification that reflects any necessary additions and/or deletions, to the Auditor-Controller's Office.

SECTION 4 – ACCOUNTING AND IDENTIFICATION PROCEDURES

CREATION OF A RECORD IN THE FAS

It is the responsibility of the Auditor-Controller to fully prepare accurate capital asset records based on the appropriate documentation as provided by the departments. The Auditor-Controller's Office will create an asset record for every capitalized asset based on information included with the Capital Asset Acquisition Form and/or the Construction in Progress Cost Accumulation Worksheet (see Exhibit D).

The record must contain the following information:

- Capital Asset identification tag number
- Date of acquisition (month/day/year)
- Description (noun first, then adjective - e.g. table, conference)
- Manufacturer
- Model number
- Serial number
- Fund source
- Department number
- Location of asset
- Classification of the asset and its associated useful life (see Exhibit A)

TRANSFERS

Notice of transfers and/or dispositions of all county equipment will be made via submittal of an Equipment Transfer Form (ETF) (See Exhibit D) containing the following information:

- Capital asset identification tag number (if any);
- Date of transfer or disposition;
- Department name and location, of both the sending and receiving department;
- Description, manufacturer, model, and serial number of the asset to be transferred or disposed;
- Authorized departmental signature

All transfers will be performed by the departmental liaisons. Completed ETF's must be submitted immediately to the Auditor-Controller's Office upon completion of the transfer.

Transfers - Assets in Use: Transfers are to be recorded in the FAS when the relocation of the item or the exchange of physical custody of the asset is considered permanent. If the equipment is to be temporarily loaned or relocated, and the intention is to reclaim the item or restore it to its original location in the near future, the asset record need not be changed. Transfers are recorded when the relocation is between departments as opposed to room-to-room, or if there has been a change in the custodianship of the asset, not just a change in the physical location of the asset.

Transfers - Surplus Property: Surplus property are those assets that are no longer needed due to, for example, the cancellation of a particular program or the obsolescence of the equipment.

An ETF will be completed and signed by the sending department and the Purchasing Agent. The ETF should reflect "Surplus" as the receiving location. Final disposition of the surplus items will be communicated by the Purchasing Agent to the Auditor-Controller's Office. The original ETF will then be sent to the Auditor-Controller's Office.

NOTE: When a usable asset is transferred out of surplus, an ETF must be completed by the Purchasing Agent and the acquiring department liaison and forwarded to the Auditor-Controller's Office immediately.

DISPOSALS

A disposal represents the physical removal of an asset from custody or accountability. The Board of Supervisors (BOS) must approve all capital asset disposals prior to the actual disposal of the asset. The department submits a signed Capital Asset Disposal Form (See Exhibit D) to the Auditor-Controller's Office to process disposals.

ANNUAL PHYSICAL INVENTORY

At the end of the calendar year or shortly thereafter, a physical inventory of capital assets will be conducted by each department itemizing all capital assets in their possession. This will be done under the direction of the Auditor-Controller's Office and the departmental liaisons. The FAS report will be divided by location and department and given to the appropriate departmental designee for verification. The following procedures will be followed:

- Capital assets that are accounted for should be checked off.
- Capital assets that are at the location but not on the report should be noted with the capital asset tag number, description, and manufacturer, model, and serial number when applicable on the Capital Asset Exception Sheet.
- Capital assets that are shown in the report but no longer exist should be noted on the Capital Asset Exception Sheet with an explanation as to the removal. If the asset has been transferred, an ETF must accompany the Exception Sheet. If an asset is missing and the department requests removal from the FAS, then the department head will present the loss to the BOS and submit a letter with the Exception Sheet to the Auditor-Controller's office, in accordance with Yuba County Ordinance Code section 2.95.040.
- Capital assets that exist but are not shown in the report and are not tagged should be noted with the description, manufacturer, model, and serial number; these assets must be added to the FAS according to the procedures defined above.

CAPITAL LEASES

If a lease agreement meets one of the following criteria, the lease is classified as a capital lease:

- By the end of the lease term, ownership of the leased property is transferred to the County.
- The lease contains a bargain purchase option and the intent is to purchase the asset at the end of the lease.
- The lease term is equal to or greater than 75 percent of the estimated economic life of the leased property.
- The present value of rental and other minimum lease payment equals or exceeds 90 percent of the fair value of the leased property.

If the value of the future minimum lease payments reaches the capitalization threshold, the asset is capitalized upon inception of the lease.

Upon delivery of the asset, a lease financial summary (e.g. Schedule A for leased vehicles) is submitted to the Auditor-Controller's office from the Purchasing Agent. An amortization schedule may sometimes be provided by the lessor. If not, an amortization schedule will be created by the Auditor-Controller's office and forwarded to the leasing department's capital asset liaison. The amortization schedule and lease financial summary are used to itemize payments by principal and interest to ensure the appropriate amounts and corresponding expenditure accounts are used in the payment process, and to record the debt for vehicles leased using a capital lease.

SENSITIVE ASSETS

Sensitive assets are those assets with a value less than the capitalization threshold (and therefore not required for financial reporting) yet a measure of control over those assets is still desired. Control over sensitive assets needs to be maintained for various reasons including the following:

- Legal or reporting compliance (e.g., certain assets acquired using grant proceeds)
- Protect public safety and avoid public liability (e.g., police weapons)
- To compensate for a heightened risk of theft (e.g., small but high value assets such as radios, personal/portable electronic devices, computers, laptops, etc.)

Any department with sensitive assets is required to implement a tracking system to control the issuance, use, disposition, etc., of those assets within their control. Periodic inventories of sensitive assets will be performed by the Auditor-Controller's office, in conjunction with the department, to ensure the adequacy of departmental tracking of sensitive assets.

SECTION 5 – TAGGING PROCEDURES

TAGGABLE ASSETS

All capital assets will be assigned a capital asset identification number and identification tag. However, some of these assets due to their nature and/or their exposure to the weather are not practical to tag. (Please see Procedures for Untaggable Assets later in this section for further information.)

Placement of Asset Identification Tags

In implementing a capital asset identification tagging procedure, one of the prime considerations should be the uniformity of the placement of the capital asset identification tags. In applying the tags, ease of access for subsequent inspections should be the guiding principle. It is not necessary to deface an asset when applying a tag, but at the same time the tag should not be so remotely placed that it creates hardship in affixing it or finding it during asset verification. The following is a guideline of recommended locations to place asset identification tags:

- **Computers**: Computer equipment should be tagged on the front.
- **Office Equipment**: Office equipment (e.g. fax machines and printers) should be tagged on the front.
- **Appliances**: Appliances should be tagged on the top right corner on either the face or side depending on accessibility.
- **Shop Equipment**: For shop equipment, other or unlicensed heavy machinery the asset identification tags should be placed where a minimum of grease, oil, vibration or heat will be encountered. Tags are intended to last the useful life of the item, so care should be taken when selecting the area the tag is to be placed. Ideally, the tag should be placed on the front of the asset or next to the manufacturer's plate.
- **Engineering/Scientific Equipment**: For engineering and scientific equipment the asset identification tag should be placed near the manufacturer's identification plate. For larger, less mobile equipment, the tag should be placed on the upper right hand corner of the asset.
- **Grounds/Maintenance Equipment**: For grounds and maintenance equipment the asset identification tags should be placed where a minimum of grease, oil, vibration or heat will be encountered, preferably near the manufacturer's identification plate.
- **Audiovisual Equipment**: Audiovisual equipment should be tagged on the right side near the back of the piece of equipment.

Replacement of Defaced Asset Tags

If an asset is observed to have a tag defaced to the point where number recognition is impossible, the asset should have a replacement capital asset identification tag assigned and affixed to it. Upon receipt of notification that the asset tag needs replacement, the Auditor-Controller's Office will issue a new asset number and tag.

UNTAGGABLE ASSETS

The majority of assets to be monitored and recorded in the FAS will follow the procedures outlined previously, however, there exist several categories of assets which will not be assigned a capital asset identification tag and will be entered into the FAS through alternate means.

New Construction - New construction, which is completed within one fiscal year, should be entered into the FAS at the time of completion. Often, the final contractor's cost summary will supply the proper original cost figures; however, special care must be taken when analyzing these summaries as they occasionally include costs for the purchases of equipment, land, and/or the construction of land (site) improvements. These costs must be extracted and entered separately under their respective asset categories. In addition, a contractor's cost summary may not reflect fees associated with the design, engineering, and legal aspects of the project. These fees should be accounted for to reflect the total capitalized cost of the project.

Purchased Construction - Frequently, properties are purchased with existing structures, which will be modified for use. In these cases, the total purchase price must be allocated to the appropriate capital asset categories such as land, land improvements and construction. It is common to engage a local real estate appraiser when negotiating the purchase of such property. These appraisals will usually indicate separate values for the above accounts and are probably the best tool available for allocation of the total purchase price.

Infrastructure - See new or purchased construction.

Construction In Progress (CIP) - The CIP account can be viewed as a "holding" account for accrued construction project costs where the duration of the project will encompass more than one fiscal year and the completed project will meet the capitalization criterion outlined in Section 3 – Capitalization Thresholds. All equipment, construction materials, and labor are accounted for in their respective funds as expenditures. Once such projects are completed and have been accepted by Yuba County, the total cost will be transferred out of CIP and into the appropriate capital asset accounts.

Land - Land is recorded in the FAS based on original cost and date of purchase. When the information is not readily available, it can be researched through Yuba County records maintained in the Assessor's office. Occasionally, verifiable cost records will simply not exist. In such cases, land should be included based on a reasonable estimate of fair market value at the time of acquisition. The methodology for determining the estimated value should be included with documentation.

Land Improvements - Land improvements consist of items such as paving, fencing, flag poles, outdoor lighting, etc. If these assets are part of a new construction project, they can be entered into the FAS based on contractor supplied information as discussed in "New Construction" above.

Licensed Vehicles - Licensed vehicles consist of all mobile assets requiring licensing by the State of California. The VIN or other specific identifier are recorded in the FAS and used in place of an asset tag.

Software - Software by itself is an intangible asset that lacks physical substance therefore it cannot be tagged.

The capital asset liaison shall monitor these untaggable assets to ensure they are properly identified with the Capital Asset identification number during the transfer or disposal process.

EXHIBIT A – ASSET CLASSES AND USEFUL LIVES

Asset Type Aircraft

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Fixed Wing Aircraft	240
Equipment	Vehicles	Helicopter	120

Asset Type Automotive

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Large Heavy Duty Trucks	120
Equipment	Vehicles	Motorcycles/Snowmobiles/ATVs	60
Equipment	Vehicles	Buses & Passenger Vans	84
Equipment	Vehicles	Dump Trucks & Push Plows	180
Equipment	Vehicles	Truck & Utility Vehicle Access	120
Equipment	Vehicles	Large Equipment Trailers	240
Equipment	Vehicles	Fire-Fighting & Emergency Vehicles	180
Equipment	Vehicles	Fire-Fighting & Emer. Vehicles Access	120
Equipment	Vehicles	Passenger Vehicles	84
Equipment	Vehicles	Sheriff Patrol Cars	36
Equipment	Vehicles	Sheriff 4 X 4 & Vans	48

Asset Type Automotive Maintenance Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Automotive Maintenance & Repair Equip	180

Asset Type Boats & Boat Trailers

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Vehicles	Boats	180
Equipment	Vehicles	Boat Trailers	180

Asset Type Communication Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Satellite System	120
Equipment		Mobile Radios	60
Equipment		Transceivers	60
Equipment		Repeaters	120
Equipment		Base Stations	60
Equipment		Portable Radios	60
Equipment		Transmitters	120
Equipment		Radio Equipment & Parts	120
Equipment		Telephone Equipment & Systems	84
Equipment		Security Systems & Alarms	120
Equipment		Voicemail Equipment	84
Equipment		Television & Video Equipment	60

Asset Type Computer, Printers & Related Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	IT Hardware	Servers & Mainframes	60
Equipment	IT Hardware	Network Equipment	60
Equipment	IT Hardware	Line Printers >100LPM	120
Equipment	IT Hardware	Tape Reading Equipment	120
Equipment	IT Hardware	Automated Ballot Counting Equip	120
Equipment	IT Hardware	Personal Computers/Laptops & Related Eq	48
Equipment	IT Hardware	Projectors	84
Equipment	IT Hardware	Computer Assisted Drawing Systems	120
Equipment	IT Hardware	Monitors & Screens	60
Equipment	IT Hardware	Printers - Inkjet	60
Equipment	IT Hardware	Printers - Laser	60
Equipment	IT Hardware	Printers - Dot Matrix	60
Equipment	IT Hardware	Printers - Other	60
Equipment	IT Hardware	Facsimile Machines	60
Equipment	IT Hardware	Plotters	60
Equipment	IT Hardware	Scanners	60
Equipment	IT Hardware	Bar Code Readers	60
Equipment	IT Hardware	Tape Backup/Data Storage Systems	84
Equipment	IT Hardware	Uninterruptible Power Systems	84

Asset Type Firefighting, Safety & Rescue Group

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Crime Fighting and Prevention Equipment	120
Equipment		Weaponry and Ammunition	120
Equipment		Investigative Equipment	120
Equipment		Protective Gear	60
Equipment		Bomb Handling Equipment	120
Equipment		Diving Equipment & Apparatus	60
Equipment		Firefighting Equipment & Tools	120
Equipment		Firefighting Hoses, Nozzles & Tanks	60
Equipment		Firefighting Equipment & Parts	120
Equipment		Safety Equipment & Parts	120
Equipment		Rescue Equipment & Parts	120
Equipment		Breathing Apparatus & Respiration Equip	120

Asset Type Heavy Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Heavy Equipment	Snow Plow (Transit Prior To 6/91)	120
Equipment	Heavy Equipment	Snow Blowers & Plows	180
Equipment	Heavy Equipment	Graders	180
Equipment	Heavy Equipment	Tractors, Cranes & Heavy Equipment Eng	120
Equipment	Heavy Equipment	Water & Dump Trucks	180
Equipment	Heavy Equipment	Loaders & Excavators	180
Equipment	Heavy Equipment	Loaders/Forklifts	240
Equipment	Heavy Equipment	Tow Brooms	240
Equipment	Heavy Equipment	Paving, Street & Road Const Equip Parts	120
Equipment	Heavy Equipment	Small Road Construction Equipment	240
Equipment	Heavy Equipment	Large Heavy Equipment	180
Equipment	Heavy Equipment	Sweepers, Rollers	240

Asset Type Landscaping & Gardening Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Agricultural Landscaping & Landscape Equip	180
Equipment		Agricultural Gardening & Landscape Access	120
Equipment		Riding Lawnmowers	60

Asset Type Miscellaneous Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous Equipment	120
Equipment		Trailers & Medium Road Equipment	240
Equipment		Air Compressors	300
Equipment		Air Compressor Parts	120
Equipment		Small Road Equipment	180
Equipment		Pumps	240
Equipment		Pressurized Cleaning Equipment	120
Equipment		Power Generation Trans & Distr Eq	180
Equipment		Power Generation Eq Motors & Engine	120
Equipment		Hoists	120
Equipment		Woodworking Equip & Parts	240
Equipment		Metal Working Equip & Parts	120
Equipment		Cleaning Equipment & Parts	120
Equipment		Miscellaneous Equipment & Tools	180
Equipment		Traffic Control Equip & Materials	180
Equipment		Heating, Ventilation & Air Conditioning	120
Equipment		Slide & Film Projectors	120
Equipment		Pianos	120
Equipment		Physical Conditioning & Training Equip	240
Equipment		Playground Equipment	120
Equipment		X-Ray Equipment	84
Equipment		Electronic & Laboratory Equipment	120
Equipment		Appliances	120
Equipment		Food Preparation & Serving Equipment	180
Equipment		Stoves, Ovens & Ranges	120
Equipment		Dishwashers	180
Equipment		Refrigerators & Freezers	180
Equipment		Clothes Washers & Dryers	120
Equipment		Steam Pressing Equipment	180
Equipment		Landfill Equipment	240

Asset Type Mobile Homes

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings	1260	Mobile Homes & House Trailers	240

Asset Type Office Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment	Office Equip	Office Equipment	180
Equipment	Office Equip	Paper Handling & Mailing Equipment	180
Equipment	Office Equip	Mailer	60
Equipment	Office Equip	Cash Registers	180
Equipment	Office Equip	Dictation & Transcription Equipment	180
Equipment	Office Equip	Stencil & Lettering Machines	120
Equipment	Office Equip	Copy & Duplicating Machines	120
Equipment	Office Equip	Office Furniture	180
Equipment	Office Equip	Counters, Shelving & Racks	300
Equipment	Office Equip	Cabinets & File Drawers	180
Equipment	Office Equip	Chairs & Seating Systems	180

Asset Type Printing and Duplicating Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Printing Equipment	120
Equipment		Photographic Equipment	120
Equipment		Cameras & Image Recorders	120
Equipment		Film Developing & Processing Equip	180
Equipment		Microfilm/Microfiche Equipment	180

Asset Type Surveying & Mapping Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Mapping Equipment	120
Equipment		Surveying Instruments & Tools	180

Asset Type Land

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land		Land (includes easements)	0
Land		Trails – Unpaved	0

Asset Type Buildings

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Buildings/Park/Wells	600
Buildings		Material Recovery Facility Structure	240
Buildings		Sheds	120

Asset Type Construction in Progress

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Construction in Progress	9999	Construction In Progress	0

Asset Type Water Structures

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Water Collection	480
Infrastructure		Filtration	600

Asset Type Wastewater Structures

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Miscellaneous	480
Infrastructure		Primary Treatment	480
Infrastructure		Secondary Treatment	480
Infrastructure		Tertiary Treatment	480
Infrastructure		Grit Removal	480
Infrastructure		Sedimentation	480
Infrastructure		Sludge Treatment	480
Infrastructure		Sludge Digestion	480
Infrastructure		Sludge Dewatering /Disposal	480
Infrastructure		Disinfection	360
Infrastructure		Power Generation	480
Infrastructure		Sewer Pipelines & Interceptors	600
Infrastructure		Pump Stations	480
Infrastructure		Effluent Disposal	480
Infrastructure		Laboratory Testing	480

Asset Type Wastewater Equipment

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Equipment		Miscellaneous	240
Equipment		Primary Treatment	240
Equipment		Secondary Treatment	240
Equipment		Tertiary Treatment	240
Equipment		Grit Removal	240
Equipment		Aeration	240
Equipment		Sludge Treatment	240
Equipment		Sludge Digestion	240
Equipment		Sludge Dewatering /Disposal	240
Equipment		Disinfection	180
Equipment		Power Generation	240
Equipment		Sewer Pipelines & Interceptors	240
Equipment		Pump Stations	240
Equipment		Effluent Disposal	240
Equipment		Air Scrubbers	240
Equipment		Laboratory Testing	240
Equipment		Filtrations	240

Asset Type Infrastructure

<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Bridges	600
Infrastructure		Beacons	120
Infrastructure		Fire Hydrants	780
Infrastructure		Sewer/Water Lines (prior to 6/10/09)	780
Infrastructure		Runway	180
Infrastructure		Roads - Asphalt	180
Infrastructure		Signals	120
Infrastructure		Tunnels	720
Infrastructure		Gas Lines	300
Infrastructure		Signs	120
Infrastructure		Trails – Paved	180
Infrastructure		Parking Lots - Asphalt	180
Infrastructure		Parking Lots - Concrete	420
Infrastructure		Sewer/Water Lines – Concrete	600
Infrastructure		Sewer/Water Lines – Metal	480
Infrastructure		Sewer/Water Lines – Plastic	300

Asset Type	Communication Structures
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Buildings		Antenna Towers	120

Asset Type	Infrastructure – Non Depreciable
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Infrastructure		Radio Frequencies	0

Asset Type	Land Improvements
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Land Improvements		Earthen Dam	480
Land Improvements		Drainage Systems	480
Land Improvements		Parking Lots – Asphalt	180
Land Improvements		Fencing Systems	240

Asset Type	Intangible Assets
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<u>Major Class</u>	<u>Subtype</u>	<u>Description</u>	<u>Useful Life in Months</u>
Intangible		Software	60

EXHIBIT B – ACCOUNT CODES

Asset Type

Element/Object

Land	6100
Land Improvements	6150
Buildings and Structures	6200
Building Improvements	6250
Equipment	6300
Vehicles	6310
Furniture & Fixtures	6320
IT Hardware	6330
IT Software	6340
Heavy Equipment	6350
Office Equipment	6360
Infrastructure & Infrastructure Improvements	6400
Intangible assets (i.e. software)	6500
Intangible assets – non-depreciable	6600

EXHIBIT C – LOCATION CODES

Location codes are used in the FAS to assist in determining location and control over the asset. Currently the FAS uses a 6-digit number for the Location Code. The first 4 digits are used to identify the department with control over or ownership of the asset. The last 2 digits of the Location Code are used to identify the physical location of the capital asset. See the following table for the format of Location Codes in the FAS and the 2-digit physical location identifier.

<u>Code</u>	<u>Location</u>
XXXX01	Government Center
XXXX02	Packard Avenue Building
XXXX03	Courthouse
XXXX04	Dan Avenue Building
XXXX05	Juvenile Hall
XXXX06	North Annex
XXXX07	Airport
XXXX08	Corporation Yard
XXXX09	Library
XXXX10	Animal Control
XXXX11	Day Reporting Center
XXXX12	Sheriff Building
XXXX99	County-Wide Infrastructure

EXHIBIT D – SAMPLE FORMS

The following forms are to be used when submitting information to be recorded in the FAS. Forms are presented in the following order:

- 1) Capital Asset Acquisition Form
- 2) Construction In Progress (CIP) Cost Accumulation Worksheet
- 3) Equipment Transfer Form
- 4) Capital Asset Disposal Form

These forms are examples. The official forms are available on the internal web page for the Auditor-Controller's office.

Capital Asset Acquisition Form
County of Yuba

1. Today's Date: _____
2. Prepared by: _____

Asset Number: _____
Asset Tag #: _____
Do not write in this area - Auditor use only

3. Asset Description: _____	
4. Acquisition Date: _____	5. Total Acquisition Cost _____
6. Serial Number: _____	
7. Date Approved by Board: _____	
8. PO Number: _____	9. Project Number: _____
10. Dept/Budget: _____	11. Asset Location: _____
12. Asset Type: _____	13. Acquisition Method: _____
14. Est. Useful Life: _____	15. Condition: _____
16. Salvage Value _____	

17.

Dept Head Signature / Date

Purchasing Agent / Date

Do not write in this area - Auditor use only

Documentation Complete _____
Entered Into FAS _____

Entered by / Date

Date Received

Original - Auditor

Copy - Department

Construction In Progress
Cost Accumulation Worksheet
County of Yuba

Date: _____ Submission Type: _____ Interim

Project Start Date: _____ PO Number: _____

Asset # (if avail.): _____

Project #	Project Description	Project Type
		Building Improvements

Vendor	Invoice Date	Invoice #	Invoice Amount
Total Current Costs			0
Costs Incurred to Date			
Total Incurred Costs			0
Total Contract Amount			
Retention			
Remaining to Pay			0

	/	
Dept Authorization (Print)		Dept Authorization (Signature) Date

Do not write in this area - Auditor use only		
	/	
Date Stamp		Entered by (Signature) Date

Original - Auditor

Copy - Department

Equipment Transfer Form County of Yuba

Asset Number:	Description	Serial Number	Asset Tag # (if applicable)
Transferred From: Department: _____ Location: _____ Date: _____	Transferred To: Department: _____ Location: _____ Date: _____		
Authorized Individual (Print)	Authorized Individual (Print)		
Authorized Signature	Authorized Signature		

<p>Do not write in this area - Auditor use only</p> <p>Entered by - Signature _____ Date _____</p>
--

Capital Asset Disposal Form County of Yuba

Asset Number	Description	Serial Number	Asset Tag # (if applicable)

Department: _____
Location: _____
Date: _____

Authorized Individual (Print)

Authorized Signature

Board Authorization

(Attach
Documentation)

Date Authorized: _____
Signature: _____
Clerk of the Board

Date

Do not write in this area - Auditor use only

Date Updated in System: _____
Signature: _____

Original: Auditor-Controller Copy: Department

Yuba County Administrative Policy & Procedures Manual

Subject: COUNTY OWNED PROPERTY SALE OR LEASE	Policy Number: L-1	Page Number: Page 1 of 2
	Date Approved: 02/19/08	Revised Date: 05/14/13

POLICY:

The Board of Supervisors by resolution may sell, or lease for a term not exceeding that permitted by law, any real property belonging to the County in accordance with Government Code §25520 - §25539.10.

1. Appraisal

Prior to initiating a sale or lease of real property, a current appraisal of the property must be obtained from a certified real estate appraiser.

2. Resolution

The Board of Supervisors shall, in a regular open meeting, by two-thirds vote of all its members, adopt a resolution, declaring its intention to sell or lease the property. The Board will set the appraised price as the minimum bid price and set a date for bid opening (see attached sample resolution).

3. Legal Notice

Notice of the adoption of the resolution and of the time and place of holding the bid opening shall be given by posting copies of the resolution signed by the Chairman of the Board in three public places in the County, not less than fifteen days before the date of the meeting, and by publishing the notice in the County pursuant to Government Code 6063 (see attached sample legal notice).

4. Sealed Bids

At the time and place fixed in the resolution for the meeting of the Board of Supervisors, all sealed bids shall be opened in public session, examined and declared by the Board. The highest sealed bid, of those conforming to the terms and conditions specified in the resolution of intention to sell or lease which are made by responsible bidders shall be finally accepted, unless a higher oral bid is accepted or the Board rejects all bids.

5. Oral Bids

The Board must call for oral bids before accepting any written proposal. If any responsible person offers to purchase or lease the property, as the case may be, according to the terms and conditions of the resolution for an amount exceeding the highest bid, whether written or

oral, by at least five percent, such highest bid shall finally be accepted unless the Board rejects all bids.

6. Final Acceptance of Bid

The final acceptance of the Board of Supervisors may be made either at the same session or at any adjourned session of the same meeting held within the next ten days. The Board may reject any and all bids if it deems such action to be in the best public interest, and withdraw the property from the sale or lease. The Board must adopt a Resolution of Sale of Property (sample attached).

7. Escrow

After Board approval of the sale of real property, escrow must be opened and a grant deed (sample attached) must be signed by the Chairman of the Board.

8. Administration for Department Specific Programs

Department directors shall be responsible for real estate programs administered by their department, advise the Board of Supervisors on such programs, and provide the Administrative Services Department with updates on all real estate transactions, in accordance with Section E-7.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE: _____)
)
RESOLUTION AND NOTICE OF INTENTION TO) RESOLUTION NO. _____
SELL COUNTY REAL PROPERTY)
_____)

WHEREAS, the Administrative Services Director has informed this Board that the property described herein is not needed for County purposes, and recommends that the property described be sold in accordance with Sections 25520, et seq., of the Government Code, as required by law:

NOW, THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The Board declares its intention to sell said property under the terms and conditions contained in the Notice attached hereto as Exhibit "A" and made a part hereof by reference.

Said real property is described as follows:

Parcel _____, Lot ___, Block ___ in _____. CA,
_____ ACRES

2. The minimum bid price for said real property is the sum of _____
and no/100 DOLLARS (\$_____). The minimum bid deposit shall be _____ and
no/100 DOLLARS (\$_____), in the form of a cashier's or certified check accompanying

the bid.

3. The terms and conditions set forth in the attached Notice of Intent to Sell County Real Property are approved.

4. The Board hereby sets the date of _____, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, as the time and place where sealed proposals and auction bids shall be received and considered and hereby delegates the Administrative Services Director the authority to conduct the proposed sale as provided for in Government Code Section 25539.

5. The Administrative Services Director is hereby directed to cause the notice of the adoption of this Resolution and of the time and place of holding the public meeting to be given by posting copies of this Resolution in three public places in the County, not less than fifteen (15) days prior to the date of said meeting, and, further, by publishing the NOTICE OF INTENTION TO SELL REAL PROPERTY, attached hereto, pursuant to Section 6063 of the Government Code.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of
Yuba, State of California, on the ____ day of _____, 200_, by the following vote:

AYES:

NOES:

ABSENT

Chairman

ATTEST: Donna A. Stottlemeyer
Clerk of the Board of Supervisors

Approved as to form:

Dan Montgomery, County Counsel

EXHIBIT A

**NOTICE OF INTENTION TO SELL
COUNTY REAL PROPERTY**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Yuba, State of California, has, on the ____ Day of _____, 200_, adopted a resolution by not less than a two-thirds vote of all of its members, declaring its intention to sell for the County of Yuba the real property described as follows:

Parcel # _____. Lot ___, Block ___, _____, CA _____ Acres

NOTICE IS HEREBY GIVEN that the date of _____, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, are the time and place when the County of Yuba will receive and consider sealed proposals in any amount not less than _____ and no/100 DOLLARS (\$ _____) accompanied by a minimum bid deposit of _____ AND no/100 DOLLARS (\$ _____ .00) or ten percent (10%) of the bid, followed by oral auction bidding until sold. The property will be sold upon the terms and conditions contained in the proposed Agreement of Sale attached hereto and incorporated herein by reference.

Further information pertaining to this transaction may be obtained by contacting the Purchasing Agent of the County of Yuba.

DATED: _____

Administrative Services Director

The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

PHONE: 530-749-7880 FAX: 530-749-7884

NOTICE OF INTENTION TO SELL COUNTY REAL PROPERTY

NOITCE IS HEREBY GIVEN that the Board of Supervisors of the County of Yuba,
State of California, has, on the _____ day of _____, 200_, adopted a resolution by
not less than a two-thirds vote of all of its members, declaring its intention to sell for the
County of Yuba the real property described as follows:

PARCEL _____
LOT ___, BLOCK ___, _____ ACRES
_____, CA 959__

NOTICE IS HEREBY GIVEN that the date of _____, at 9:30 am, at the Yuba
County Government Center, 915 8th Street, Marysville, California, are the time and place
when the County of Yuba will receive and consider sealed proposals in any amount not
less than _____ Dollars accompanied by a minimum
bid deposit of _____ Dollars or ten percent (10%) of the bid,
followed by oral auction bidding until sold. The property will be sold upon the terms and
conditions contained in the proposed Agreement of Sale attached hereto and incorporated
herein by reference.

Further information pertaining to this transaction may be obtained by contacting the Yuba
County Administrative Services Department.

DATED:

Administrative Services Director

BID LETTER TO:

YUBA COUNTY ADMINISTRATIVE SERVICES
"REAL PROPERTY BID"
915 8TH STREET, STE. 119
MARYSVILLE, CA 95901

BOARD OF SUPERVISORS
COUNTY OF YUBA
Marysville, CA 95901

Members of the Board:

I, _____, hereby submit the following proposal to purchase Parcel
_____, Lot ___, Block ___, _____ Acres in _____, CA 959___, per
Resolution No. _____.

I agree to purchase the above property for \$ _____ .00. In accordance with Resolution
No. _____, a bid deposit of \$ _____ .00 is enclosed.

I agree to execute the proposed Agreement of Sale and agree to abide by all the terms and
conditions contained therein and contained in the proposed Grant Deed and Resolution
No. _____.

Sincerely,

Enclosure:

Check for \$ _____

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING SALE OF
REAL PROPERTY IN _____,
PARCEL _____ LOT __, BLOCK __

RESOLUTION NO. _____

WHEREAS, on the ____ day of _____, 200__, the Board of Supervisors adopted a resolution of intention to sell real property described therein and proposed to sell said real property to the highest and best bidder upon the terms and conditions contained in said resolution; and

WHEREAS, legally sufficient notice of the intended sale was given by posting and publication in accordance with said resolution; and

WHEREAS, on the ____ day of _____, 200__, proposals were received and opened by the _____, who has reported that the following proposal was made and received:

(Name)

\$ _____
(Amount)

WHEREAS, on this date said proposal is presented to the Board in open session;

NOW, THEREFORE, BE IT RESOLVED, that _____ is found to be the highest and best responsible bidder and the Chairman and Clerk of the Board are authorized to execute all necessary agreements and documents to complete the transaction in accordance with this Resolution and in accordance with the law.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the
County of Yuba, State of California, on the ____ day of _____, 200_, by the following vote:

AYES:

NOES:

ABSENT:

Chairman

ATTEST: DONNA A. STOTTLEMEYER
 Clerk of the Board of Supervisors

Approved as to form:

Dan Montgomery, County Counsel

GRANT DEED

COUNTY OF YUBA, a political subdivision of the State of California, hereinafter called "Grantor," hereby grants to _____, hereinafter called "Grantee," the real property situated in the County of Yuba, State of California, described as follows:

(Description of parcel with reference to recorded parcel map will be inserted by or at direction of Escrow Holder prior to recording of this Deed.)

EXCEPT rights and interests of owners and lessees other than County as to oil, gas, and other hydrocarbon substances and minerals in, on, and under the property, but without; however, the right of surface entry upon said substances or for any other purpose whatsoever, as reserved or granted in deeds of record.

EXHIBIT B

SUBJECT TO: easements, rights and rights-of-way of record.

If Grantee breaches, or its successors or assigns breach, any of the conditions and covenants herein, Grantor shall have the right and option to repurchase and reacquire the property for the original price paid by Grantee less fair rental value for time of Grantee's possession. Grantor shall deliver to Grantee either personally or by certified or registered mail addressed to Grantee at its last known address, postage prepaid, written notice of Grantor's exercise of such right and option. Within seven (7) days after delivery of said notice, Grantee, its successors or assigns, shall execute, acknowledge, and deliver to Grantor at its office in Marysville, California, a Grant Deed conveying the real property to Grantor in the same condition of title as by this Deed conveyed.

COUNTY OF YUBA

By _____
Chairman, Board of Supervisors

ATTEST: DONNA A. STOTTLEMEYER
Clerk of the Board
of Supervisors

ACCEPTANCE OF GRANTEE

The foregoing Deed is hereby accepted by the Grantee therein named, who for itself, its successors, and assigns, expressly agrees to fulfill the covenants and conditions therein contained.

Grantee

By _____

By _____

STATE OF CALIFORNIA)
) ss
COUNTY OF YUBA)

On this _____ day of _____, 2006, before me _____,
personally appeared

_____, personally known to
me to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that
by their signatures on the instrument the persons acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public in and for said
County and State



Human Services Committee



The County of Yuba



178-13

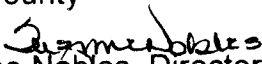
HEALTH & HUMAN SERVICES DEPARTMENT

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: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: May 7, 2013

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

RECOMMENDATION: Approval by the Board of Supervisors of the Resolution of the Board authorizing the Chair to execute the incorporated Counseling and Therapeutic Service Agreement for its Child Welfare Services (CWS) Division is Recommended.

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

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

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

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

**RESOLUTION AUTHORIZING THE CHAIR TO
EXECUTE ON BEHALF OF THE COUNTY OF
YUBA COUNSELING AND THERAPEUTIC
SERVICE AGREEMENTS FOR CHILD WELFARE
SERVICES.**

)
)
)
)
)
)
)

Resolution No. _____

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorized the Chair to execute, on behalf of the County of Yuba, counseling and therapeutic service agreements in the form attached hereto and incorporated herein by this reference and to amend such contracts as necessary.

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:

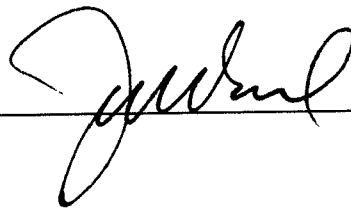
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



AGREEMENT FOR PROFESSIONAL SERVICES

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

Vendor Name
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year (s), unless sooner terminated in accordance with the terms of this Agreement. Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements

Attachment G – Fee Schedule
Attachment H – Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2013.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

_____, Chair
Board of Supervisors

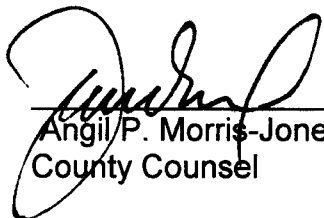
Signor's Name, Signor's Title
Vendor Name

Resolution No. 2013-_____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

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

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

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

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

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

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

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

ATTACHMENT B

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by the Chair of Yuba County Board of Supervisors.

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

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

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

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

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

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language

effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for _____ (example: software and software licensing) entered into between the COUNTY and _____, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential

information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G

FEE SCHEDULE

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

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Vendor Name Vendor Address Vendor Address		Vendor Contact Person Phone: FAX: E-Mail		
Program		Period of Service/Invoice Number		
CWS Therapeutic				
Client ID	Type of Service	Rate/HR	# of Hrs of Service	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
GRAND TOTAL				\$ -

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

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

The County of Yuba



179-13

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: Human Services Committee
Yuba County
Suzanne Nobles

FROM: Suzanne Nobles, Director
Health and Human Services Department

DATE: May 7, 2013

SUBJECT: Resolution of the Board Authorizing the Director of Health and Human Services to Execute Specific Ongoing/New Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for Fiscal Year 2013/2014 or Multi-Year and Authorize Chair to Accept Funds for stated period.

RECOMMENDATION: The Board of Supervisors is requested to approve the attached Resolution of the Board authorizing the Director of Health and Human Services (HHSD) to execute specific new and ongoing contracts, agreements, cooperative agreements, grants and/or memorandums of understanding in the amount less than fifty thousand (\$50,000) for Fiscal Year 2013/2014 or multi-years on behalf of the County of Yuba and authorize the Chair to accept funds for stated period.

BACKGROUND: Yuba County Administrative Policy and Procedures Manual, Policy Number A-1, Procedure 3 reads, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to the execution of specific contracts, leases, agreements, etc. by the respective department head". In the past, the Director of HHSD has been authorized through resolution of the Board of Supervisors to sign specific contracts and agreements.

DISCUSSION: The Health and Human Services Department historically receives federal and state revenues to fund various activities and programs of the department. These revenue sources typically require that Yuba County enter into contracts, agreements, and cooperative agreements with the California Department of Health Services, the California Department of Public Health, California Department of Veteran Affairs, Colleges/Universities, and other agencies/associations or private contractors.

In the interest of efficiency, the Yuba County Board of Supervisors has, in the past, authorized the Director of HHSD to execute specified contracts and agreements on behalf of the County of Yuba, specifically when the contracts and agreements are routine and have been approved by the Board of Supervisors on prior occasions.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds as authorizing the Director to execute Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding is a matter of efficiency which will save time for both the Board of Supervisors and the Director.

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

**RESOLUTION AUTHORIZING THE DIRECTOR OF)
THE HEALTH AND HUMAN SERVICES)
DEPARTMENT TO EXECUTE CERTAIN)
CONTRACTS/AGREEMENTS/COOPERATIVE)
AGREEMENTS/GRANTS/MEMORANDUMS OF)
UNDERSTANDING FOR FISCAL YEAR 2013/2014)
OR MULTI-YEARS AS LISTED BELOW AND)
AUTHORIZING CHAIR TO ACCEPT FUNDS)**

RESOLUTION NO. _____

WHEREAS, on a periodic basis certain governmental agencies request that the Director of the Health and Human Services Department (HHSD) sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services to that government agency and/or the provision and acceptance of grant funds from that government agency; and

WHEREAS, on a periodic basis the Director of the HHSD is requested to sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services by private contractors/associations; and

WHEREAS, the Board of Supervisors of the County of Yuba has authorized the Director of HHSD to enter into and execute, on behalf of the County of Yuba, new and ongoing Agreements as adopted in Resolutions Numbered 2007-69 for residential care placement for elderly and dependent adults; 2011-70 for educational internships; 2012-

43 for counseling and therapeutic services for Child Welfare Services (CWS); and 2012-51 for transitional housing placement for CWS; and

WHEREAS, it is in the interest of efficient and effective county government to have one Resolution of the Board of Supervisors authorizing the Director of the HHSD to execute, on behalf of the County of Yuba, Agreements for residential care placement and educational internship Agreements and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding in the amount less than fifty thousand (\$50,000).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director of the HHSD to enter into and execute on behalf of the County of Yuba and upon review of the County Counsel, new and ongoing Agreements for residential care services and educational internships and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding, in the amount less than fifty thousand (\$50,000), for Fiscal Year 2013/2014 or multi-years, as listed below; and further, the Director is granted permission to amend the contracts and execute such amendments or documents as required for the stated period.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Chair to accept funds for the contracts and agreements, as listed below, for Fiscal Year 2013/2014 or multi-years.

BE IT FURTHER RESOLVED, that this Resolution hereby repeals and replaces Resolution Numbers 2007-69 and 2011-70.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grant and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

The contract amount for the contracts listed below is less than \$50,000.

CONTRACTOR	PURPOSE
Amaya's Care Home	Residential Care Services
Amaya's Care Home #2	Residential Care Services
CA Department Of Health Services	Target Case Management Participation
CA Department Of Public Health	Tuberculosis Control & Assistance Subvention Funds
CA Department Of Public Health	STD Prevention And Control Program Grant
CA Department Of Veteran Affairs	County Subvention Program & Medi-Cal Cost Avoidance
Comfort Keepers	Residential Care Services
Emerald Oaks	Residential Care Services
Farell, Catherine	Multipurpose Senior Services Program (MSSP) Dietitian Services
Feather River Manor	Residential Care Services
Gardens Adult Day Care	Adult Day Care Services
Home Health Care Management, Inc.	MSSP Vendor Services
Marleau, Kristi	Consultant Services For Tobacco Use Prevention Program
McCumber's Care Home	Residential Care Services
Placer County	Public Health Laboratory Services
Precious Care	Residential Care Services
Response Link	MSSP Vendor Services
Riverside Pharmacy	Purchase Of Commodities
Sierra Health Care	MSSP Vendor Services
Summerfield Senior Care Center	Residential Care Services
Sunrise Garden	Residential Care Services
University of Southern California	Educational Internship for CWS Social Work
Wal-Mart Stores, Inc	Solicit/Handout Snap-Ed Nutritional Info/Cookbooks

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:

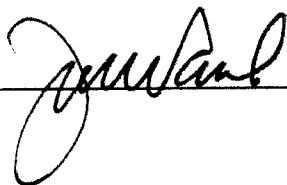
ABSTAIN:

COUNTY OF YUBA

BY: _____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





CONSENT

AGENDA

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152-13

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: May 7, 2013
Re: Memorandum of Understanding between Yuba County and the Feather River Air Quality Management District for Information Technology Services for the period of February 1, 2013 through December 31, 2015

Recommendation

Recommend approval of a Memorandum of Understanding (MOU) between Yuba County and the Feather River Air Quality Management District (FRAQMD) for technology support services as provided by the Information Technology Division.

Background/Discussion

Yuba County Information Technology has been providing the Feather River Air Quality Management District (FRAQMD) with technical support for a number of years. FRAQMD would like these services to continue.

Committee Finding

Due to the routine nature of this request, this item has bypassed committee.

Financial Impact

The cost for such services will be reimbursed to Yuba County by FRAQMD based on the rate published in Title XIII of the Yuba County Consolidated Fee Ordinance. Additionally, the increased cost of providing software licenses has been incorporated into the MOU and will therefore not result in a fiscal impact on Yuba County.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF YUBA
AND
FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT (FRAQMD)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into this _____ day of _____ 2013 by and between the COUNTY OF YUBA ("COUNTY"), Marysville, CA, and the FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT ("FRAQMD"), Yuba City, CA.

RECITALS

WHEREAS, FRAQMD has a need for Information Technology services to maintain FRAQMD computers and printers;

WHEREAS, FRAQMD has expressed the need for an outside organization with expertise in this area to perform and manage this work on their behalf;

WHEREAS, the COUNTY is trained, experienced, and equipped to provide such services; and

WHEREAS, such MOU is authorized by the provisions of Title I, Division 7, Chapter 5, of the Government Code of the State of California which authorizes the joint exercise by agreement of two public agencies of any power common to them.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** This MOU shall apply to the period of February 1, 2013 through December 31, 2015.
2. **DESIGNATED REPRESENTATIVE.** The Director of Administrative Services of Yuba County is the authorized representative of the COUNTY. The FRAQMD Air Pollution Control Officer is the authorized representative of FRAQMD. Changes in designated representatives shall occur only by advance written notice to the other party.
3. **PURPOSE.** The purpose of this MOU is to outline responsibilities and actions required by FRAQMD and COUNTY as it relates to the COUNTY providing Information Technology support to FRAQMD.

4. SCOPE OF SERVICES. COUNTY shall provide the following services:

- 4.1. Yuba County Information Technology Division Help Desk Technical support on a per-hour basis. All services provided by the help desk shall be on a request basis by FRAQMD. FRAQMD may request purchasing decision support, PC repairs, software installation and set up, troubleshooting, telephone support, hardware installation and other technical tasks. Work provided by the help desk is considered to be a work order, and work orders are defined in the county Information Technology group as work that takes less than 10 hours. FRAQMD can request work by submitting a work order to County IT. This can be by phone call to 749-7890 or by email to helpdesk@co.yuba.ca.us.
- 4.2. Yuba County Information Technology Division may provide project level support as needed, upon request. FRAQMD may request project level work by submitting a business project request form, which can be obtained from administrative staff. Project work is prioritized along with all other county projects.
- 4.3. FRAQMD will participate in the County's Microsoft Enterprise Agreement, and shall pay their proportionate share of the cost for this agreement.
- 4.4. County shall attend an annual one hour planning session with FRAQMD at FRAQMD's request where planning and potential projects shall be discussed. County Manager and IT Supervisors shall attend. FRAQMD is responsible for requesting and scheduling this meeting.
- 4.5. COUNTY shall provide said services in accordance with all applicable County ordinances and standard operating procedures, and in accordance with all applicable state and federal laws and regulations. County may decline to perform work requested under 4.1 and 4.2 due to lack of resources or lack of appropriate skill set.
- 4.6. COUNTY shall employ, train, and supervise all necessary personnel to perform the services required herein.

5. COST COMPUTATION. The COUNTY will provide these services as described below; billed by the COUNTY to FRAQMD on a monthly basis.

- 5.1. Work order services described in 4.1 above shall be billed hourly, based on the current IT rate published in the County fee ordinance. Requests which require overtime to complete will be charged at 1.5 times the stated rate. Overtime shall require explicit authorization from the Air Pollution Control Officer.

- 5.2. Charges for project work shall be agreed to in writing prior to commencement of project. Charges may be time and materials using the rate above in 5.1, or there may be a flat rate for a specific project, or some combination of both. A letter of agreement about scope and pricing should be executed by the Designated Representatives in this agreement.
- 5.3. Charges for the Enterprise Agreement shall be based on the number of licenses required by FRAQMD. At the time the Enterprise Agreement was entered into, FRAQMD had 11 licenses. Charges per computer are \$79.48 for MS Office and \$29.20 for MS Windows in addition to a 5% contract management fee, for an annual charge of \$1,255.25. FRAQMD agrees to make the first payment due in February of 2013. Two more equal payments remain in January of 2014 and 2015. The licensing under this agreement runs through December of 2015. Additional licenses required by FRAQMD will be charged at actual cost. Actual cost may be significantly more than the current cost per computer indicated above; due to the pricing structure from Microsoft including a step up cost for additional licenses during the term of the agreement.

6. GENERAL PROVISIONS

- 6.1. **Independent Contractor.** It is understood and agreed that Yuba County is an independent contractor and that no partnership or agency is intended or created by this MOU.
- 6.2. **Assignment Prohibited.** No party to this MOU may assign or transfer any right or obligation pursuant to this MOU. Any attempted or purported assignment or transfer of any right or obligation pursuant to this MOU shall be void and if no effect.
- 6.3. **Termination.** This MOU may not be terminated prior to December 31, 2015 due to the underlying Microsoft Enterprise Agreement.
- 6.4. **Next Enterprise Agreement.** FRAQMD shall notify County of intent to participate in the next Enterprise Agreement, if one shall exist, so that they can be included in the negotiations, no later than April 30, 2015.
- 6.5. **Entire Agreement.** This MOU represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may only be modified by a written amendment duly executed by the parties.

- 6.6. **Interpretation.** Each party has reviewed this MOU and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This MOU shall be construed as if all parties had drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this MOU.
- 6.7. **Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU 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: County of Yuba
Attn: Director of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

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

FRAQMD: FRAQMD
Air Pollution Control Officer
1007 Live Oak Blvd, Ste B-3
Yuba City, CA 95991

- 6.8. **Indemnification – Hold Harmless.** Each party shall indemnify and hold harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Obligations under this section shall survive the termination of the MOU.

- 6.9. **Signatory's Warranty.** Each party warrants to each other party that he or she is fully authorized and competent to enter into this MOU indicated by his or her signature and agrees to be bound by this MOU.

- 6.10. **Completeness of Instrument.** This MOU, together with its specific references and attachments, constitutes all of the MOUs, 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.
- 6.11. **Supersedes Prior Agreements.** It is the intention of the parties hereto that this MOU shall supersede any prior MOUs, discussions, commitments, representations, or MOUs, written or oral, between the parties hereto.
- 6.12. **Captions** The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.
- 6.13. **Successors and Assigns.** All representations, covenants and warranties specifically set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- 6.14. **Modification.** No modification or waiver of any provision of this MOU 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.
- 6.15. **Other Documents.** The parties agree that they shall cooperate in good faith to accomplish the object of this MOU 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.
- 6.16. **Partial Invalidity.** If any term, covenant, condition or provision of this MOU 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.
- 6.17. **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.
- 6.18. **Controlling Law.** The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

7. This MOU shall be governed by the laws of the State of California. It constitutes the entire MOU between the parties regarding its subject matter. This MOU supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between parties related to the subject matter of this MOU.

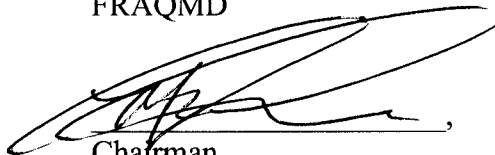
IN WITNESS WHEREOF, the parties hereto have executed

this MOU on _____, 2013.

"COUNTY"
COUNTY OF YUBA


"FRAQMD"
FRAQMD

Chairman,
Board of Supervisors




Chairman,
FRAQMD Board of Directors

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones,
County Counsel

APPROVED AS TO FORM:



William Vanasek
FRAQMD District Counsel

Attest:

Donna Stottlemeyer
Clerk of the Board of Supervisors

The County of Yuba

Department of Administrative Services


Doug McCoy - Director



153-13
T
G & GROUNDS 741-8248
ES MANAGEMENT 749-7880
ATION SERVICES 749-7880
749-7891
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880
(530) 749-7880
FAX (530) 749-7936

May 7, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: ADOPT RESOLUTION IDENTIFYING AND APPROVING THE CENSUS TRACTS COMPRISING TARGETED EMPLOYMENT AREAS IN THE YUBA-SUTTER ENTERPRISE ZONE

Recommendation:

Adopt "Resolution Identifying and Approving the Census Tracts Comprising Targeted Employment Areas in Yuba County" as presented.

Background:

Section 7072(1) of the Government Code defines "Targeted Employment Area" as an area within a city, county, or city and county that is composed solely of those census tracts that have at least 51 percent of its residents of low-or moderate-income levels." The purpose is to encourage businesses in an enterprise zone to hire eligible residents from these geographic areas. The incentive for these businesses is the availability of a tax credit for hiring residents who reside in a TEA.

Discussion:

The statues governing the Enterprise Zone Program require that each zone update its Targeted Employment Area (TEA) within 180 days of new census data becoming available. The State has determined that the census data necessary to update TEAs, in accordance with the relative statues, is now available using the United States Census Bureau's American Community Survey Five Year Averages. The state has also determined which Census Tracts for our Zone are eligible.

The cities of Wheatland and Marysville will be addressing similar resolutions covering their jurisdiction's authority to establish the same. Sutter County and the cities of Yuba City and Live Oak will be requested to pass a similar resolution.

As a result of this action, both new and existing businesses located in the Yuba-Sutter Enterprise Zone will automatically be eligible for a state tax credit if they hire an individual residing in the TEA. The new Targeted Employment Area will remain effective until the next formal census. A new area will necessarily need to be established at that time per new state law requirements.

Committee Action:

This item was brought before the Public Facilities Committee on April 23, 2013, and recommended by the committee for approval by the Board.

Fiscal Impact:

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

Attachments

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION IDENTIFYING AND APPROVING
THE CENSUS TRACTS COMPRISING
TARGETED EMPLOYMENT AREAS FOR THE
YUBA-SUTTER ENTERPRISE ZONE

RESOLUTION NO. _____

WHEREAS, the cities of Yuba City, Wheatland, Live Oak, Marysville, and the counties of Yuba and Sutter have each separately and jointly taken significant steps to coordinate their economic development efforts and to concentrate their respective resources in ways that would generate additional long-term employment in the private sector; and

WHEREAS, the cities of Yuba City and Marysville and the counties of Yuba and Sutter have worked cooperatively in marketing and managing the Yuba-Sutter Enterprise Zone over the past 20 years as a single labor market area without regard to jurisdictional boundaries; and

WHEREAS, on October 14, 2006, the Yuba-Sutter Enterprise Zone designation ended, and was replaced as of October 15, 2006, with a new 15-year zone designation, adding the cities of Wheatland and Live Oak as new partners; and

WHEREAS, Government Code Section 7072(i) requires that each state Enterprise Zone update its Targeted Employment Area (TEA) within 180 days of new census data becoming available; and

WHEREAS, the State has determined that the census data necessary to update TEAs, in accordance with the relative status, was made available in December 2012 using the United States Census Bureau's American Community Survey Five Year Averages.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, as follows:

1. The following census tracts within the territorial jurisdictions of the County of Yuba and/or the County of Sutter, and the Cities of Yuba City, Live Oak, Marysville and Wheatland, having been determined to have at least 51 percent of its residents at low- or moderate-income levels, are hereby identified as those census tracts which are in the most need of employment targeting pursuant to Government Code Section 7072(i): Census Tract Nos. 401, 402, 403.01, 403.02, 404, 405, 406, 409.02, 501.01, 501.02, 502.01, 502.02, 503.02, 505.01, 507.01, and 507.02.
2. A Targeted Employment Area composed of the above-specified census tracts is hereby approved.

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

AYES:

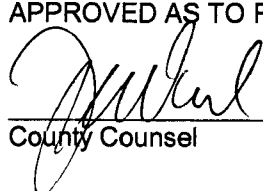
NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



County Counsel

The County of Yuba

Department of Administrative Services

Doug McCoy, Director



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

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

154-13

May 7, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
FOR CORPORATE HANGAR LEASE SITE NO. 17 BETWEEN COUNTY OF YUBA
AND JAMES ABBOTT

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 James Abbott. Mr. Abbott was previous assigned the prior lease for this ground space in July 2012. That lease has now expired. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$2,918 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. The ground lease site accommodates a privately-owned 6,080 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

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of _____, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and JAMES ABBOTT, hereinafter called "Lessee."

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED:

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

Yuba County Airport Terminal Area
Master Lease Map
Corporate Lease Site Number 17 Hangar (6,080 sq ft)

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

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of January, 2013. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or Two Hundred Forty-three Dollars (\$243.00), 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 Four Hundred Eighty-six Dollars (\$486.00).

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

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

6 LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 80 ft x 76 ft; building to be painted a color approved by Lessor. The exterior of said building is 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 there for.

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, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes

set forth in this Paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

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

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

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

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

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

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

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

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

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

17. ASSIGNMENT OR SUBLEASE:

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

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the approval of the Airport Manager, but sublessee will be required to pay appropriate use and fees or charges as established from time-to-time by the

County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessee.

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

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 is destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event of total loss, Lessee furthers agrees to return the property to its original condition. In the event such restoration can be made within ninety (90) days, Lessee agrees to restore said premises; and provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be

waived during the period of non-occupancy and non-use.

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:

James Abbott
573 Bridge Street
Yuba City, CA 95991

Copy to:

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

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

By: James E. Abbott
James Abbott
"Lessee"

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

REVIEW OF INSURANCE

Matthew Uchir
Risk Manager

APPROVED AS TO FORM:

Angil Morris-Jones
Angil Morris-Jones
County Counsel

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.

Attachment C – Insurance Provisions

LESEE 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 LESEE, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if LESEE provides written verification it has no employees)

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

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

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, **LESEE's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

Waiver of Subrogation

LESEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

LESEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

LESEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

155-13

May 7, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, *[Signature]* Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENT
FOR CORPORATE HANGAR LEASE SITE NO. 5, HANGAR #1, BETWEEN COUNTY OF
YUBA AND LARRY L. POTTER, JR., AND BEV BAILEY-POTTER

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 Larry and Bev Potter. 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. The 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

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and LARRY L. POTTER, JR., AND BEV BAILEY-POTTER, hereinafter called "Lessee."

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED:

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

Yuba County Airport Terminal Area
Master Lease Map
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 February, 2013. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

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

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

4. OTHER CHARGES AND FEES:

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

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

6. LEASEHOLD IMPROVEMENTS:

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

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

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

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

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

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

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

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

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

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

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

14. MAINTENANCE AND REPAIR:

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

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

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

17. ASSIGNMENT OR SUBLEASE:

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

B. Lessee shall have the right to sublease up to 100 percent of 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 of total loss, Lessee further agrees to return the property to its original condition. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

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

22. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection

with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

23. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit 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:

7252 State Highway 20
Smartsville, CA 95977

Copy to:

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

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

LESSEE

By: Larry L. Potter, Jr.
Larry L. Potter, Jr.

By: Bev Bailey-Potter
Bev Bailey-Potter

COUNTY OF YUBA

By: _____
Chairman

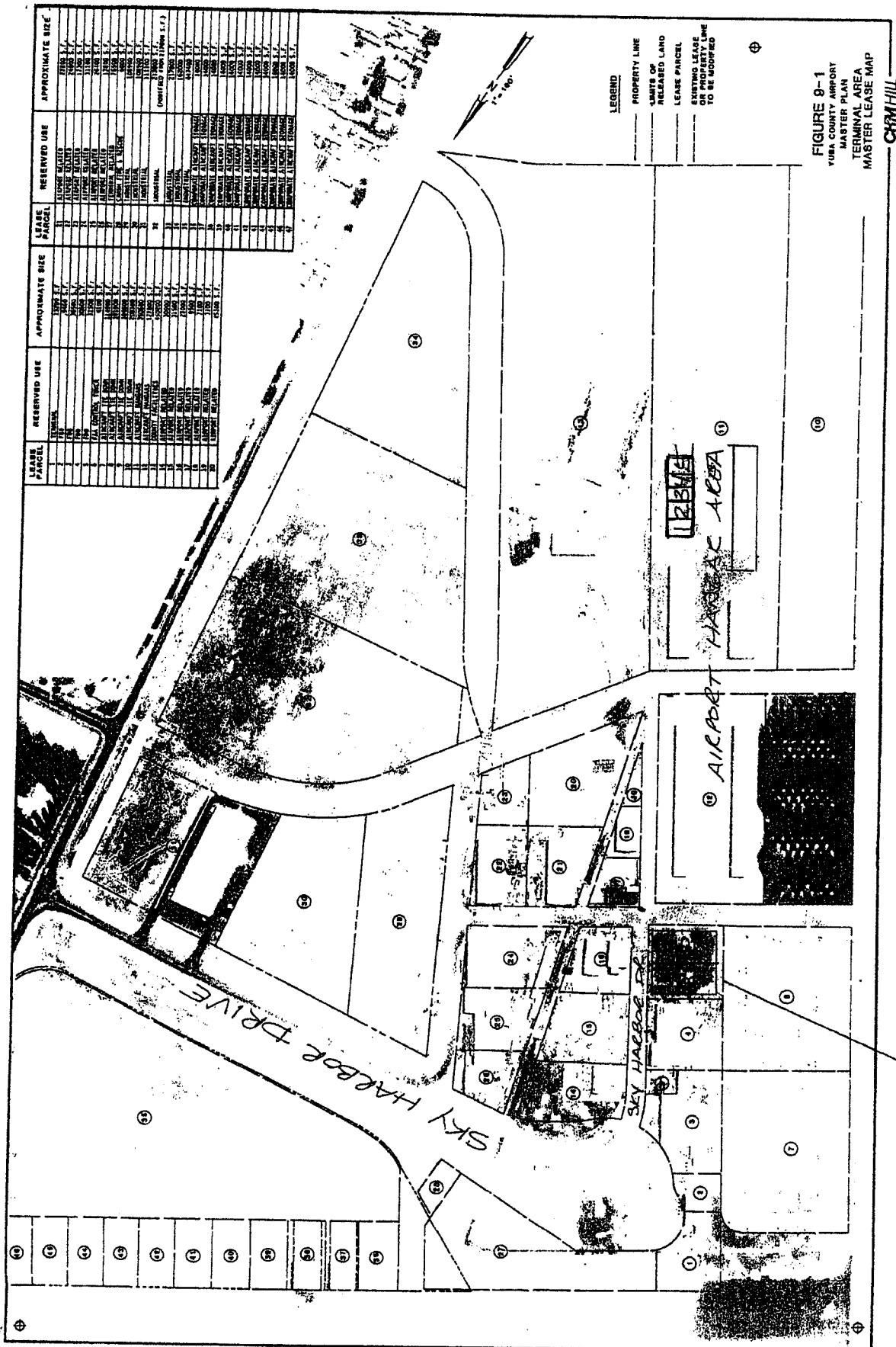
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

REVIEW OF INSURANCE:

Martha Wilson
Risk Manager

APPROVED AS TO FORM:

Mar Hatley
County Counsel



Site 5 - corporate hangars
HANGAR #1

EXHIBIT A

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.

Attachment C – Insurance Provisions

LESEE 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 LESEE, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if LESEE provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions)** Insurance as appropriate to LESEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 5. Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, **LESEE's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

Waiver of Subrogation

LESEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

LESEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

LESEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The County of Yuba

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



APRIL 16, 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, Roger Abe, and Hal Stocker. Supervisor Mary Jane Griego absent. 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 Stocker
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - Supervisor Griego absent.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

A. Administrative Services

1. Authorize Budget Transfer in the total amount of \$8,000 to appropriate revenue and adjust budget expenditures for the County Airport. (125-13) Approved.

B. Auditor-Controller

1. Authorize Budget Transfer in the amount of \$17,000 from Account No. 101-0000-361-6225 (CalRecycle-RWMA) to Account No. 101-0101-411-5201 (CalRecycle-RWMA) for 2012-13 Beverage Recycling and Recovery allocation. (126-13) Approved.

C. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of March 26, 2013. (127-13) Approved as written.

D. Community Development and Services

1. Adopt resolution adopting engineer's report declaring intention to levy and collect assessments within Gledhill Landscaping and Lighting District for fiscal year 2013/2014. (128-13) Adopted Resolution No. 2013-30, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION TO ADOPT ENGINEER'S REPORT AND DECLARE INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN GLEDHILL LANDSCAPING AND LIGHTING DISTRICT."

2. Approve Amendment No. 1 to agreement with Dyett and Bhatia regarding Development Code Update and authorize the Chair to execute same. (129-13) Approved.

E. Health and Human Services

1. Adopt resolution to accept quote from Presidio Networked Solution, Inc for the Local Area Network (LAN) equipment upgrade; appropriate and accept additional revenue for the LAN equipment upgrade; and authorize Director and/or Purchasing Agent to execute any documents required. (130-13) Adopted Resolution No. 2013-31, which is on file in Yuba County Resolution Book No. 44, entitled: "AUTHORIZE THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ACCEPT THE QUOTE PRESENTED BY PRESIDIO NETWORKED SOLUTIONS, INC., FOR THE LOCAL AREA NETWORK (LAN) EQUIPMENT UPGRADE; TO APPROPRIATE AND ACCEPT ADDITIONAL HHSDA REVENUE FOR THE LAN EQUIPMENT UPGRADE; AND TO AUTHORIZE THE DIRECTOR OF HEALTH AND HUMAN SERVICES DEPARTMENT AND/OR THE PURCHASING AGENT TO EXECUTE ANY DOCUMENTS REQUIRED TO ACCOMPLISH THE PRESIDIO QUOTE."

IV. PUBLIC COMMUNICATIONS

Mr. Richard Boyd, Browns Valley - definition of health.

Ms. Frances Hofman, Olivehurst - 200 hundred year levee protection.

V. SPECIAL PRESENTATION

- A. Receive presentation regarding California Aviation Awareness Day. (Ten minute estimate) (131-13) Airport Manager Mary Hansen recapped aviation history, activities scheduled April 24, 2013, and responded to Board inquiries.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Adopt resolution approving master lease agreement with Advanced Documents and authorizing Purchasing Agent to execute all subsequent agreements and related documentation for copier program. (Public Facilities Committee recommends approval) (Ten minute estimate) (132-13) Administrative Services Director Doug McCoy briefly recapped agreement.

MOTION: Move to adopt

MOVED: Roger Abe

SECOND: John Nicoletti

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2013-32, which is on file in Yuba County Resolution Book No. 44, entitled: 'RESOLUTION APPROVING THE MASTER LEASE AGREEMENT WITH ADVANCED DOCUMENTS AND, FURTHER, AUTHORIZING THE PURCHASING AGENT TO EXECUTE ALL SUBSEQUENT AGREEMENTS AND RELATED DOCUMENTATION FOR A RENEWED DIGITAL IMAGING (COPIER) PROGRAM FOR ALL COUNTY AGENCIES.'

B. County Administrator

1. Approve amendment to the Marysville Traffic Fine Repayment Agreement and authorize the Chair to execute. (Ten minute estimate) (133-13) County Administrator Robert Bendorf recapped the traffic fines and property tax administration fees payment methodology, and amending the agreement to suspend payments with a future agreement to come forward regarding repayment to the City for underpayment of property tax administration fees.

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

C. Health and Human Services

1. Receive and accept letter of resignation from Yuba County Health Officer Dr. Joseph Cassady, D.O. to be effective June 7, 2013. (Five minute estimate) (134-13) Mr. Bendorf recapped the resignation and Chairman Vasquez recapped career highlights and successes of Dr. Cassady. Board members commended Dr. Cassady's public service to the County and its citizens.

MOTION: Move to accept letter of resignation MOVED: John Nicoletti SECOND: Hal Stocker
AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

VII. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading and introduce ordinance repealing and re-enacting Chapters 13.00.032 and 13.00.052 of the Yuba County Ordinance Consolidated Fee Ordinance Code for Agricultural Commissioner and Health departments. (Finance and Administration Committee recommends approval) (Ten minute estimate)(135-13) Management Analyst Grace Mull recapped fees deleted, added, and increased, and responded to Board inquiries.

Chairman Vasquez opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and introduce ordinance
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

- B. Public Hearing - hold public hearing and adopt resolution amending Community Development Block Grant (CDBG) Program Income Reuse Plan a reuse plan governing program income from CDBG assisted activities. (Fifteen minute estimate) (136-13) Administrative Technician Linda Monroe read the public hearing notice. Chairman Vasquez opened the public hearing. No one came forward.

MOTION: Move to close public hearing and adopt resolution
MOVED: John Nicoletti SECOND: Roger Abe
AYES: John Nicoletti, Roger Abe, Hal Stocker, Andy Vasquez
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2013-33, which is on file in Yuba County Resolution Book No. 44, entitled:
"ADOPT AN AMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

INCOME REUSE PLAN, A REUSE PLAN GOVERNING PROGRAM INCOME FROM CDBG ASSISTED ACTIVITIES."

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- Retirement ceremony for Laura Miller held April 12, 2013
- North Central Counties Consortium meeting held April 12, 2013
- FRAQMD meeting held April 8, 2013 regarding interviews for Air Pollution Control Officer
- Flood Management Plan webinar held April 11, 2013

Supervisor Nicoletti:

- Linda Fire Department new vehicle requirements
- FRAQMD meeting held April 8, 2013
- Marysville City Council recognizing Friday Night Live Club
- Boy Scout Cleanup at Sycamore Ranch held April 20, 2013
- Met with TRLIA staff regarding 200 hundred year levee protection
- Memorial Adjournment - Ms. Gloria Gomer

Supervisor Vasquez:

- Grand Jury response regarding Airport
- Fundraiser for meals at Senior Center held April 17, 2013 received donations for three months
- Child Abuse Prevention workshop April 17, 2013
- Retirement ceremony for Laura Miller held April 12, 2013
- NorCal Rush tournament held April 12, 2013
- Memorial Adjournment - Mr. Richard Stone

County Administrator:

- Report on unfunded pension liability provided by CalPers
- Wastewater grant application unsuccessful this round and resubmittal in June

IX. CLOSED SESSION: The Board retired into closed session at 10:37 a.m.

- A. Pending litigation pursuant to Government Code §54956.9(a) - In Conservatorship of Harvey Postponed to April 23, 2013.
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Health and Human Services v. R.K. Postponed to April 23, 2013.
- C. Personnel pursuant to Government Code §54957 - Public Appointment Public Health Officer Board direction provided.
- D. Personnel pursuant to Government Code §54957 - Public Appointment County Counsel Postponed to April 23, 2013
- E. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba Board direction provided.

County Administrator Robert Bendorf left closed session at 11:40 a.m. during discussion of DDA labor negotiations and rejoined closed session at 11:58 a.m.

The Board returned at 12:17 p.m. with all present as indicated above.

X. RECESS: The Board recessed at 12:17 p.m. and reconvened at 1:30 p.m. with all present as listed above.

XI. SPECIAL PRESENTATION

- A. Receive project presentation from 2012 Executive Leadership Class. No background information (Thirty minute estimate) County Administrator Robert Bendorf and Facilitator Mitch Rosenberg recapped the Executive Leadership Program.

Group Members Chris Greer, Grace Mull, Sean Powers, Jeremy Strang, Jennifer Vasquez, and Theresa Dove Weber developed the Yuba Employees Share (YES) Program which would supplement existing programs by enabling employees to assist one another in times of need where an unforeseen event creates a significant financial hardship which was recapped by a Power Point presentation by Ms. Mull. Ms. Vasquez and Mr. Greer recapped the benefits received from attending the program.

Board members commented on the merits of this program.

Group Members Jill Abel, Peter Wade, Kathy Brown, Vicki Worthley, Damon Gil, and Clark Pickell developed the Yuba Gives Back Program which would provide opportunities for employees to support the community through volunteerism which was recapped by a Power Point presentation by Ms. Abel, Ms. Brown, and Mr. Wade.

Board members commented on the merits of this program.

Mr. Bendorf advised one group was unable to participate due to scheduling conflicts, commended participants, Mr. Rosenberg, the Organizational Workforce Excellence Committee, and responded to Board inquiries.

XII. ADJOURN: 2:24 p.m. by Chairman Vasquez in memory of Mrs. Gloria Gomer and Mr. Richard Stone

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS



APRIL 23, 2013 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session 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 Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

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

MOTION: Move to approve Consent Agenda MOVED: Mary Jane Griego SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

A. Board of Supervisors

1. Approve letter to the County Committee Chair of the Yuba County Grand Jury regarding upkeep, maintenance, and budget allocations for the Yuba County Airport. (139-13) Through Board consensus the Public Facilities Committee will review budget and prioritize needs for the airport, and make recommendation. Letter approved.

B. Clerk of the Board of Supervisors

1. Approve minutes from the regular meeting of April 2, 2013. (140-13) Approved as written.

C. Sheriff-Coroner

1. Approve agreement extension with Contract Pharmacy Services (CPS) for pharmacy services to the Yuba County Jail and Juvenile Hall facilities and authorize the Chair to execute same. (141-13) Approved.
2. Approve agreement with Yuba County Water Agency for law enforcement services for the limited term, May 15, 2013 through September 15, 2013 and authorize the Chair to execute same. (142-13) Approved.

IV. SPECIAL PRESENTATION

- A. Recognize the Office of Public Guardian for outstanding customer service. (No background material) (Five minute estimate) (143-13) Supervisor Nicoletti presented Certificate of Recognition and recapped extraordinary services provided in difficult times. Public Guardian Asha Davis thanked the Board for recognition.
- B. Present proclamation declaring the month of April 2013 as California Friday Night Live Month in Yuba County. No background material (Five minute estimate) (144-13) Chairman Vasquez read and presented proclamation to Center Coordinator Tom Blackwell who commented on April the Month of Distracted Driving Awareness.

V. PUBLIC COMMUNICATIONS:

Ms. Freda Calvert - Condition of Hammonton Road

Supervisor Griego updated the Board on ongoing discussions with Bureau of Land Management, and the need to include the Army Corps of Engineers

Economic Development Coordinator John Fleming - World Book Night April 23, 2013.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. Adopt joint resolution and agreement with the City of Wheatland concerning Master Tax Exchange relating to City of Wheatland annexations. (Four/fifths vote required) (Ten minute estimate) (145-13) County Administrator Robert Bendorf recapped history and master tax sharing agreement and responded to Board inquiries.

Chairman Vasquez opened the public hearing. No one came forward

MOTION: Move to adopt MOVED: Roger Abe SECOND: John Nicoletti

AYES: Roger Abe, John Nicoletti, Andy Vasquez

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

Motion failed.

B. Probation

1. Adopt resolution proclaiming April 21-27, 2013 National Crime Victims' Rights Week in celebration of service to victims of crime and commending Yuba County Probation and other units of government for providing exemplary service to victims of crime. (20 minute estimate) (146-13) Program Manager Jason Roper recapped Victims Rights Week activities and recognized the following individuals for outstanding service to victims of crimes:
 - Shiloh Sorbello, Mary Barr, and Stephanie Johnson
 - Yuba County Sheriff's Department Detective Justin Hodge
 - Yuba Probation Officer Richard Horak
 - Mary Barr and Stephanie Johnson
 - Yuba County Victim Services Department - Marriage and Family Therapists/Interns: Carolyn Weatherup, James Davis, Kari Peters, Diana Beiler, Adam Reeb and Stephanie Wright,

- Sutter Buttes Doll and Study Club
- Brownsville Quilt Guild
- Paula Gomes
- Church of Latter Day Saints

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

Adopted Resolution No. 2013-34, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION PROCLAIMING APRIL 21-27TH, 2013 NATIONAL CRIME VICTIM'S RIGHTS WEEK IN CELEBRATION OF SERVICE TO VICTIMS OF CRIME AND COMMENDING YUBA COUNTY PROBATION AND OTHER UNITS OF GOVERNMENT FOR PROVIDING EXEMPLARY SERVICE TO VICTIMS OF CRIME."

C. Sheriff-Coroner/Human Resources/Probation

1. Adopt resolution certifying critical need for jail physician position and waiving re-employment restriction of person receiving pay in-lieu of unused vacation. (Ten minute estimate) (147-13) Sheriff Durfor recapped necessity for uninterrupted medical services and responded to Board inquiries.

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

Adopted Resolution No. 2013-35, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION CERTIFYING THAT THE JAIL PHYSICIAN IS A CRITICALLY NEEDED POSITION AND WAIVING THE RE-EMPLOYMENT RESTRICTION OF A PERSON RECEIVING PAY IN-LIEU OF UN-USED VACATION."

D. Administrative Services

1. Approve master agreement with Presidio/INX, Inc. for Health and Humans Services upgrade of network equipment and authorize the Chair to execute same. (Ten minute estimate) (151-13) Assistant Director Tara Repka-Flores recapped master agreement, necessity of moving forward and responded to Board inquiries.

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

County Administrator Robert Bendorf advised the Board today was Ms. Repka-Flores last day and commended her on her accomplishments and services.

VII. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading and adopt ordinance repealing and re-enacting Chapters 13.00.032 and 13.00.052 of the Yuba County Consolidated Fee Ordinance for Agricultural Commissioner and Health departments. Roll Call Vote required. (Second reading. Continued from April 16, 2013) (Ten minute estimate) (135-13) Chairman Vasquez opened the public hearing. No one came forward.

MOTION: Move to close the public hearing, waive reading and adopt ordinance

MOVED: Roger Abe

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1525, which is on file in Yuba County Ordinance Book No. 23 entitled: "AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTERS 13.00.032 AND 13.00.052 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE."

- B. Public Hearing - Hold public hearing and adopt resolution amending Community Development Block Grant (CDBG) Program Housing Rehabilitation Homeownership Assistance and Business Assistance Loan Program Guidelines. (Ten minute estimate) (148-13) Housing Program Manager Kimberly Grimes read the notice of public hearing, recapped request, and responded to Broad inquiries.

Chairman Vasquez opened the public hearing. No one came forward.

MOTION: Move to adopt

MOVED: Roger Abe

SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2013-36, which is on file in Yuba County Resolution Book No. 44, entitled: "ADOPT AN AMENDED CDBG PROGRAM HOUSING REHABILITATION, HOMEOWNERSHIP ASSISTANCE AND BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES. "

VIII. CORRESPONDENCE (149-13)

- A. Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of April 1, 2013 through June 30, 2013. Accepted.
- B. Letter from Kayla Ayers regarding safety of local roads. Accepted.
- C. Notice from Pacific Gas and Electric Company regarding Narrows No. 2 Transmission Line Project. Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Yuba County Water Agency POD committee meeting held April 23, 2013
- Attended Cap to Cap April 11 – 14, 2013
- Selection of Feather River Air Quality Management District Director
- 13th Annual Olivehurst Community Clean up including District Two West Linda area Saturday, April 27, 2013

Supervisor Nicoletti:

- Participating in World Book Night
- Yuba County Water Agency POD committee meeting held April 23, 2013
- Perspectives 2013 Saturday April 27, 2013
- District Two West Linda area participated in the Olivehurst Community Clean up Saturday, April 27, 2013
- George Jones retirement and recognition event held April 21, 2013
- Memorial Adjournment - Mr. Ray Baker

Supervisor Stocker:

- Memorial Adjournment - Ms. Ruth Jane Lewis and Mrs. Barbara Ann McVey Mendenhall
- Timber conference Andersen, CA

Supervisor Abe:

- RCRC Conference in Mariposa County held April 17 – 19, 2013
- 22nd Annual Candle Light Vigil held April 21, 2013
- Yuba Sutter Farm Bureau meeting held April 22, 2013
- Agricultural Crime Prevention meeting Wednesday, April 24 at Rio Osa Hall at 5:00 p.m.

- X. RECESS at 11:57 a.m. and reconvened at 12:35 p.m. with all present as indicated above.
- XI. CLOSED SESSION: The Board and retired into closed session at 12:35 p.m. and returned at 1:42 p.m. will all present as indicated above.
- A. Pending litigation pursuant to Government Code §54956.9(a) - In Conservatorship of Harvey No report.
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Health and Human Services v. R.K. No report.
- C. Potential litigation pursuant to Government Code § 54956.9(b) - One Case Direction provided.
- D. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba Direction provided.
- E. Personnel pursuant to Government Code §54957 - Public Appointment County Counsel By a three/two vote, County Counsel was reappointed for a four year term.
- XII. ADJOURN 1:43 p.m. in honor of Ms. Ruth Jane Lewis, Mrs. Barbara Ann McVey Mendenhall, and Mr. Ray Baker.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk


Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

157-13



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Substance Abuse Advisory Board – Consumer Representative
Date: May 7, 2013

Recommendation

Appoint Tamaira Ramsey to the Sutter Yuba Mental Health Advisory Board for a term to end December 7, 2013.

Background and Discussion

This is an unscheduled vacancy due to the resignation of Margery Hubbard. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and was updated with this unscheduled vacancy in April 2013. One application has been received from Tamaira Ramsey and is attached along with a recommendation from the Advisory Board.

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

Fiscal Impact

None due to appointment.

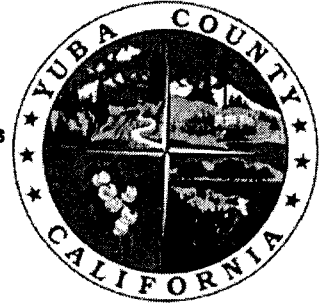
Committee Action

Brought directly to the Board for consideration.

The County of Yuba

RECEIVED

MAR 5 2013



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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

Sutter Yuba Mental Health Advisory Board

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

TAMARA RAMSEY

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

N/A

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT

NUMBER:

DISABLED/STUDENT

DISTRICT 5

REASONS YOU WISH TO

SERVE ON THIS BODY:

I AM A CONSUMER OF SYMH SERVICES AND WOULD
LIKE TO HELP SERVE OUR BI-COUNTY COMMUNITY.

QUALIFICATIONS:

CLIENT OF SYMH, B.A. IN PSYCHOLOGY FROM CSUS,
CRISIS COUNSELOR FOR CALIFORNIA YOUTH CRISIS LINE.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

N/A

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

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

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

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

SIGNATURE

DATE

3/4/13

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____



SUTTER-YUBA MENTAL HEALTH SERVICES

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



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

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

Memorandum

RECEIVED

APR 12 2013

Clerk/Board of Supervisors

DATE: April 10, 2013

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D. *Brad Luz, Ph.D.*
Director of Mental Health
Marc Myers *Marc Myers*
Sutter-Yuba Mental Health Board

SUBJECT: Recommendation to Appoint Tamaira Ramsey to the Mental Health Board

On behalf of the Mental Health Board, we wish to recommend the appointment of Tamaira Ramsey to fill one of the vacant "Consumer" seats on the Mental Health Board. Please reference a copy of her application which is attached.

Please advise this office (through Jean Stump) when this recommendation becomes before the Board of Supervisors for action. Thank you for your favorable consideration of our request.

BL/js

Attachment

d:\mhb\corresp\tramsey

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

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

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

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


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The County of Yuba

158-13

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Child Care Planning Council – Discretionary Representative
Date: May 7, 2013

Recommendation

Appoint Vinny Johl to the Child Care Planning Council as the Discretionary Representative for a term to end September 30, 2013.

Background and Discussion

This is a unscheduled vacancy due to the resignation of Denice Burbach. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and was updated with this unscheduled vacancy on January 2013.

Application has been received from Mr. Vinny Johl and a recommendation for appointment from the Council which is attached for your review and consideration.

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

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.



Child Care
Planning
Council

Supporting Quality Education
& Care of Children in Our Community

RECEIVED

JAN 16 2013

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES Clerk/Board of Supervisors
MEMBERSHIP APPLICATION

Name

Vinny John

Home Address

[Redacted]

Agency

Brandon University

Title

Manager of Community and Career Relations

Business Address

1275 Thayer Rd

City

Yuba City

Zip

95993

Day Phone

[Redacted]

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

1. Consumer of Child Care Services-using child care or have used it within the past 36 months.

Are you currently receiving child care? Yes ☒ No Date last used it: _____

Name of Provider _____ City _____

2. Child Care Provider-please check the type of care you provide:

_____ a) licensed family child care provider (# of children licensed for _____)

_____ b) licensed & publicly funded child care center (# of children licensed for _____)

Center Name _____ City _____

_____ c) licensed, private for profit, or private non profit child care center (# of children _____)

Center Name _____ City _____

_____ d) license exempt child care provider (# of children licensed for _____)

Program Name if applicable _____

3. Community Representative-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization _____

Location of Agency _____ Service Area _____

4. Public Agency Representative-including city, county, and local education agencies.

Agency _____ City _____

5. Discretionary Category-Please describe

Brandon University

B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

White (includes Indo-European, Pakistani, East Indian)

Black (includes African, Jamaican, Trinidadian, and West Indian)

Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)

Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)

American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)

Filipino (includes only Filipino)

Other _____

- C. MEMBERSHIP RESPONSIBILITIES** – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

☒ Yes ☐ No

- D. INVOLVEMENT** – Please describe related organizations with which you are currently involved.

Blossom Ball, Clinton Global Initiative

- E. APPLICANT INTERESTS** – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

Brandon University and I plan and host workshops on Early Childhood Education and care

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

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

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

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

Signature _____

Date 1-19-12

Mail application to: Yuba County Board of Supervisors, 915 8th Street, Suite 109, Marysville, CA 95901

For more information call 530-749-3276 Ext. 106

FOR OFFICE USE ONLY: The Council recommends appointment ☐ Yes ☐ No



1104 E Street
Marysville, CA 95901
Phone: (530) 749-4040
Fax: (530) 749-3279

Memorandum

Date: April 2, 2013

To: Yuba County Board of Supervisors

From: Tonya K. Byers, Coordinator
Child Care Planning Council of Yuba & Sutter Counties

RE: Appointment to the Child Care Planning Council

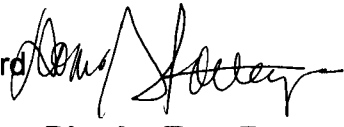
RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the appointing Vinny Johl to the Discretionary position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2013 and Hope Jensen to the Parent Consumer position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2013.

The County of Yuba

Office of Clerk of the Board of Supervisors

159-13



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Yuba County Planning Commission – District Two Representative
Date: May 7, 2013

Recommendation

Reappoint Ms. Michele Barker to the Yuba County Planning Commission as the District Two Representative for a term to expire January 10, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Ms. Barker's term who has indicated her desire to continue serving. Supervisor Nicoletti recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

/rf

attachment

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The County of Yuba

160-13



Office of Clerk of the Board of Supervisors

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Substance Abuse Advisory Board
Date: May 7, 2013

Recommendation

Appoint Mancy Howard, Jr. to the Substance Abuse Advisory Board for a four -year term to end May 7, 2017.

Background and Discussion

This is a scheduled vacancy due to the term ending for Dr. Cassady. The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. One application has been received from Mancy Howard, Jr. and is attached along with a recommendation from the Advisory Board.

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

Fiscal Impact

None due to appointment.

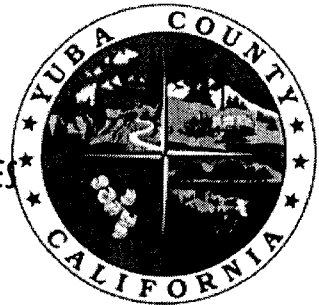
Committee Action

Brought directly to the Board for consideration.

The County of Yuba

RECEIVED

MAR 19 2013



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

MENTAL HEALTH SERVICES

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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

RECEIVED

APR 18 2013

Clerk/Board of Supervisors

Substance Abuse Advisory Board
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

Manny Howard Jr.

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Program Director

REASONS YOU WISH TO
SERVE ON THIS BODY:

To assist with helping others recover from substance
abuse - stay current with programs

QUALIFICATIONS:

Certified Substance Abuse Counselor & Human
Svc's Worker

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Stockton Substance Abuse Advisory Board
Las Vegas " " " "

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

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

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

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

M/H Jr.
SIGNATURE

03/19/13
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____



SUTTER-YUBA MENTAL HEALTH SERVICES

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



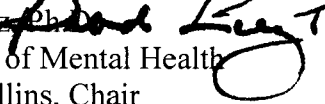
Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

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

Memorandum

DATE: April 17, 2013

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D. 
Director of Mental Health
Tom Collins, Chair
Substance Abuse Advisory Board

RECEIVED

APR 18 2013

Clerk/Board of Supervisors

SUBJECT: Recommended Appointment of Mancy Howard, Jr. to the
Substance Abuse Advisory Board

On behalf of the Substance Abuse Advisory Board, we wish to recommend the appointment of Mancy Howard, Jr. to fill one of the vacant seats on the Substance Abuse Advisory Board representing Yuba County. Please reference his applications attached.

Please advise this office (through Jean Stump) when this recommendation becomes before the Board of Supervisors for action. Thank you for your favorable consideration of our request.

BL:TC/js

Attachment

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

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

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

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

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

May 7, 2013 www.co.yuba.ca.us

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE BUDGET TRANSFER FROM TRUST 391 TO THE ROAD FUND



BUILDING
49-5440 • 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

RECOMMENDATION:

That the Board of Supervisors approve a budget transfer from Trust 391 (FEMA HMGP—Olivehurst Drainage), to the Road Fund, in the amount of \$196,408.62 (balance on March 31, 2013), plus any unrealized interest bringing the fund 391 balance to zero.

BACKGROUND:

Trust 391 was created over fifteen years ago as a repository for reimbursement funds from FEMA for work performed by Public Works on several FEMA grant-funded drainage improvement projects in Olivehurst. Typically grant programs such as FEMA's require a standalone trust fund so that the funds are not commingled with other funds, making it easier for accounting and auditing purposes.

DISCUSSION:

As a result of the 1997 flood, Public Works constructed several hazard mitigation drainage improvement projects in Olivehurst using grant funding from FEMA. Under the standard process, Public Works fronts the expense to perform construction projects, and is then reimbursed in arrears from the granting agency. Our records indicate that no FEMA grant projects have been processed in over five years, and as a result there are no recent deposits into Trust 391.

Unfortunately, insufficient records exist to clearly confirm the initial source of funds that incurred the expenses for later reimbursement, deposited in Trust 391. It is very likely that the necessary records were purged or inadvertently destroyed when some of our project files were mistakenly destroyed in October 2007. See attached Board of Supervisors staff report dated December 18, 2007.

Staff is recommending transferring the balance of Trust 391, plus any unrealized interest bringing the fund 391 balance to zero, to the Road Fund. We believe this is prudent because Road Fund monies can only be spent on certain road eligible projects. By reimbursing the Road Fund, this eliminates the potential for ineligible expenditures of Road Fund monies.

COMMITTEE ACTION:

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

FISCAL IMPACT:

If your Board approves this action, the Road Fund will realize increased revenue of \$196,408.62 (balance on March 31, 2013), plus any unrealized interest bringing the fund 391 balance to zero, to be expended on road/paving projects.

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

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: April 16, 2013

DEPARTMENT CDSA - PUBLIC WORKS

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2013

BUDGET OR ESTIMATED REVENUE

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-97-03	Contributions from Trust	196,409

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-23-01	Special Projects	196,409

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
391 FEMA HMPG-Olivehurst Drainage	196,409

FUNDS TO BE INCREASED:

FUND	AMOUNT
102 Road Fund	196,409

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Budget revision to closeout Trust 391 FEMA HMPG-Olivehurst Drainage into the Road Fund for eligible road work

APPROVED:

☒ **AUDITOR - CONTROLLER**

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ **COUNTY ADMINISTRATOR:**

Signature

Date

PUBLIC WORKS DIRECTOR

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller,



Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
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Date: May 7, 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 the "From:" line.

Subject: Acquisition of Single Family Residence APN 021-210-025 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 021-210-025 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 021-210-025 is estimated to be \$65,000.

**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 021-210-025 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 021-210-025 is estimated to be \$65,000.

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 021-210-025 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:

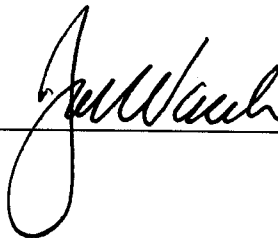
ABSENT:

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



163-13

BUILDING

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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION

749-5430 • Fax 749-5434

May 7, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Loma Rica Road Projects – Loma Rica High Risk Rural Roads, Realignment of Loma Rica Road at Cross Star Trail and Loma Rica Left Turn Lane on Marysville Road

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of June 4, 2013. Specifications are available for review at Public Works.

BACKGROUND:

Multiple projects have been combined into one contract as a cost saving measure. One segment of the project will entail widening shoulders, extending or replacing culverts, improving drainage and installing pavement markings and striping, between Los Verjeles and Marysville Rd. This portion of the project will be funded through federal safety funding for High Risk Rural Roads (HR3). This project will also overlay the same length of Loma Rica Rd as well as realign Loma Rica Road at Cross Star Trail, and construct a north bound left turn lane on Marysville Rd for turning onto Loma Rica Road. These portions of the project will be funded with local funds.

DISCUSSION:

The work in general will consist of widening shoulders on Loma Rica Road between Marysville Road and Los Verjeles Road (HR3), correcting the horizontal and vertical alignment of Loma Rica Road at Cross Star Trail, constructing a turn pocket for Loma Rica Road on Marysville Road, improving drainage, overlaying and striping.

The engineer's estimate for the construction of the total project is \$1,975,000. This estimate is broken down as follows:

\$838,000 for the HR3 portion of the project

\$640,000 for the realignment portion of the project

\$497,000 for the overlay and turn lane portion of the project

The project is expected to be completed by October 2013.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The High Risk Rural Roads portion of the project will be funded with \$726,000 of Federal HR3 funds and \$112,000 of local match from Trust 188 Road Impact Fees. Approximately \$1,137,000 of Trust 188 funds will also be used for the other portions of work.

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
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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

May 7, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: TIM YOUNG, ASSISTANT DIRECTOR OF PUBLIC WORKS *for [signature]*

SUBJECT: APPROVAL OF FLOODPLAIN DEVELOPMENT VARIANCE FOR
AGRICULTURAL STORAGE BUILDING AT 8414 STATE ROUTE 70

RECOMMENDATION:

The Floodplain Manager recommends that the Board of Supervisors approve the application of a floodplain development variance for the agricultural storage building planned at 8414 SR 70, APN 006-020-036.

BACKGROUND:

The owners of 8414 SR 70, located west of SR 70 in District 10, are proposing to construct a wet flood proofed concrete and steel agricultural equipment storage building. The 1,440sf new building will be used to store equipment.

DISCUSSION:

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to seek permission to vary from the letter of the rules because of a special situation. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage of tractors and other agricultural related equipment. Requesting a variance for wet flood proofing this type of agricultural structure is one of the most common. It is specifically listed as allowable in the National Flood Insurance Program (NFIP).

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this item is routine in nature.

FISCAL IMPACT:

There is no fiscal impact to Yuba County

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Yuba County Public Works Department
915 8th Street, Suite 123
Marysville, California, 95901
(530) 749-5420

APPLICATION PACKET FOR
FLOODPLAIN DEVELOPMENT VARIANCE

Floodplain management regulations cannot be written to anticipate every imaginable situation. A process for issuing variances gives a builder a way to seek permission to vary from the letter of the rules because of a special situation. A **variance** is a grant of relief by the County from the terms of a land use, zoning or building code regulation. Because a variance can create an increased risk to life and property, variances from flood elevation or other requirements in the flood ordinance should be rare.

Granting variances is a local decision that must be based on not only National Flood Insurance Program (NFIP) criteria, but also on state law and local regulations. A floodplain development variance may only be issued for either of the following situations: 1) wet floodproofing of an accessory structure or a structure used solely for agricultural purposes; 2) reconstruction, rehabilitation or restoration of historic structures; or 3) wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Attached are the necessary filing forms and instructions for submitting a complete floodplain management variance application. All forms must be completely filled out and submitted with any necessary supporting information. This packet includes the following forms:

- Application for Floodplain Development Variance
- General Application Information
- Eligibility Criteria
- Acknowledgement of Adverse Effects
- Site Plan Requirements

Upon receipt of the completed forms, site plan, and filing fees, the Floodplain Administrator will determine the completeness of the application. This review will be completed as soon as possible, but at most, within thirty (30) days of the submittal of the application. If the application is determined to be complete, the County will set the application for a hearing before the Land Use and Public Works Committee.

If sufficient information **has not** been submitted to adequately process your application, you will receive a notice of incomplete application with instructions on how to complete the application. Upon receipt of that additional information or revised application, the thirty (30) day review period will begin again.

Approximately five (5) days prior to the Land Use and Public Works Committee meeting, the Floodplain Administrator will prepare a report and submit it to you, the Land Use and Public

Works Committee, and others involved with the project. This report will be based on the information contained in your application and staff analysis. The report will usually contain a recommendation for approval, conditional approval, or denial. After either being approved or denied by the Land Use and Public Works Committee, the application will be scheduled for hearing before the County Board of Supervisors.

Since the information contained in your application is used to evaluate the project and in the preparation of the staff report, it is important that you provide complete and accurate data. Failure to provide adequate information could significantly delay the processing of your application.

Each section of the application packet should be carefully reviewed prior to submittal and responses to **EVERY** question provided. If a particular response is not applicable, an N/A should be marked in the space provided indicating that the question has been reviewed by the applicant. If there are **ANY** blank spaces, staff will assume that the applicant has not completed the application packet and will return it for completion.

Applicants and/or their representatives are encouraged to attend the public hearing.

The variance criteria set forth in the Floodplain Management Ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the land itself, and not shared by adjacent parcels. The unique characteristics must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

If the variance requested is to allow wet floodproofing of accessory or certain agricultural structures, the wet floodproofing design will be checked during the building permit process. A wet floodproofing design is not required prior to obtaining a variance.

PLEASE CONTACT THE PUBLIC WORKS DEPARTMENT at (530) 749-5420 IF YOU HAVE ANY QUESTIONS WHILE PREPARING THE APPLICATION, OR AT ANY TIME DURING THE PERMIT PROCESS. WE WILL BE HAPPY TO ASSIST YOU IN ANY WAY WE CAN.

COUNTY OF YUBA
APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Applicant

- X a. Request variance to allow wet floodproofing
_____ b. Other (explain): _____

Property Location and Address: 8414 Hwy 70 Marysville, CA 95901

Assessor's Parcel No(s): 006-020-036-000 Zoning: AE40

Proposed Building Type/Use: AG Use

Proposed Building Size: 1440 (sq ft) Proposed Finish Floor Elevation: _____

Existing Ground Elevation at Proposed Building Site: 67' (NGVD 1929)

Note: Existing ground elevation may be estimated; no formal survey is required for a variance application.

FIRM Map/Panel No.: 06115C0330-D Flood Zone: A Base Flood Elevation: Not Determine

Property Owner

Applicant

NAME:

ADDRESS:

CITY:

PHONE:

SIGNATURE OF PROPERTY OWNER: _____

OFFICE USE ONLY	
Floodplain Administrator Recommendation:	DATE: <u>4/23/13</u>
<input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> CONDITIONAL APPROVAL <input type="checkbox"/> DENY	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Land Use & PW Committee:	
DATE: _____	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Board of Supervisors:	
DATE: _____ Floodplain Administrator Signature: _____	
Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I agree to accept the Variance subject to the provisions of the Floodplain Management Ordinance and the Conditions of Approval of the permit.	
Owner's Signature: _____	Date: _____

THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.

GENERAL APPLICATION

INFORMATION FORM

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

PLEASE PRINT CLEARLY OR TYPE
USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. Property Owner/Applicant requests
variance to erect steel storage building
for ag related storage. Property owner
owns and needs area to store tractors
& other ag related equipment.

- B. Parcel size (square feet or acres): 1.660 Acres

- C. Existing land use (attached photographs of the site):
Undeveloped (vacant) _____ Developed X

If developed, describe extent (type and use of all structures):
Property Owner/Applicant's Home is on
front half of 1.660 Acres. Please see
plot map attached & photo.

- D. Existing surrounding land uses:

North Please see Plot Map attached Orchard
South Please see Plot Map attached Orchard
East Please see Plot Map attached Existing Home.
West Please see Plot Map attached Orchard

- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? No

If yes, please explain N/A

- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? No

If yes, please explain N/A

G. Will the project include any stationary mechanical equipment in the proposed building? No

If yes, please explain N/A

H. What is the necessity of the facility to have a waterfront location? No Waterfront Location

I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage? No

I hereby certify, to the best of my knowledge, that the above statements are correct.

 Signature of Person Preparing Form

4-12-13
Date

Telephone Number

ELIGIBILITY CRITERIA

(Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement:

Variance is for wet Floodproofing on Ag
Building for the Purpose of Ag Storage.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement:

Variance is requested for New
Construction of Ag Storage building.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement:

N/A

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: N/A

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: YES

**Acknowledgement of Adverse Effects
Application for Floodplain Management Variance
Yuba County, California**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

Property On Which Requesting Variance:

Address: 8414 Hwy 70 Marysville, CA 95901

Yuba County APN: 006-020-036-000

PROPERTY OWNER:

Name (printed) _____

Name (Signature) _____

Date 4-12-13

Mailing Address

Street Address: _____

City: _____

State: CA Zip: _____

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.

- I. What danger is there that materials may be swept onto other lands to the injury of others?

Little or none. The structure will be designed to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters via flood vents. The structure will be adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- II. What danger to life and property may occur due to flooding or erosion damage?

Little or none. The structure will be constructed using flood resistant materials and the building utility equipment including electrical will be flood proofed.

- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?

This property is in the area being designated Flood Zone A due to the levee to the west not being certified by FEMA. Unless there is a levee failure there is little chance of flood damage. The National Flood Insurance Program allows certain uses in enclosures below the Base Flood Elevation because they can be designed so that they are subject to minimal flood damage. This storage building is to be used exclusively for storing agricultural related equipment.

- IV. What is the importance of the services provided by the proposed facility to the community?

The storage of equipment within the structure eliminate environments that create safety hazards and preserve a minimum standard of community living by battling blight and public nuisance conditions. Agricultural related equipment will be stored to reduce/eliminate weather damage and vandalism.

- V. What is the compatibility of the proposed use with existing and anticipated development?

The type of storage being proposed is consistent and accessory to the principal use of the existing structures on this parcel and within the community.

- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area?

This property is zoned AE 40. The type of storage being proposed is consistent with the County's General Plan and zoning.

- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood?

Access to this community is provided by State Highway 70. This structure would not require additional response from emergency vehicles in time of flood.

VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site?

Flooding would only occur if levee fails. Historically a break in the levee occurred in 1937. In 1955, water reached the top of the levee, but did not overtop. In 1986 and 1997, water overtopped the levees on the south side of the district but did not affect the area in question.

IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges?

None for this structure. It is an accessory structure. In this rural agricultural community, the property owners own and maintain their own wells and septic systems. Electrical power is provided by Pacific Gas & Electric Co. and the State Highway provide access to the community.



Yuba County – Public Works Department
915 8th Street, Marysville, CA 95901
530/749-5420 (telephone) 530/749-5424 (fax)

SITE PLAN REQUIREMENTS

The site plan will aid in evaluation of the project by graphically depicting the existing features of the parcel and the proposed development. As a planning level document the site plan may be hand-drawn by the applicant using a straight edge and scale. It must be easily reproducible.

- A. Plans to be drawn to a recognized scale. (i.e. 1"=10'), paper size not to exceed 11" x 17".
- B. Show **north** arrow.
- C. Title block.
- D. Show elevation of existing ground at the proposed building site. (Existing ground elevations may be taken from a USGS quadrangle map; no formal survey is required for a variance application.) Show anticipated finish floor elevations for all proposed buildings.
- E. Show property lines and lot dimensions.
- F. Show all existing and proposed structures and the distances between each including accessory buildings, decks, pools, pool equipment, spas, sheds and detached garages. Clearly distinguish between what is existing and what is proposed as new.
- G. Show existing and proposed front, side and rear setbacks for all floors from the property line to the closest portion of the building.
- H. Show driveways and adjacent streets.
- I. Show existing or proposed path of known utilities: electrical, gas, sewer or septic tank location, storm drains, and water or well location.
- J. Show any water feature (streams, canals, culverts, ditches, lakes, ponds, and any body of water (intermittent or perennial)).
- K. Identify portion of parcel in special flood hazard area and denote base flood elevation at proposed building site (this information can generally be obtained by contacting the Yuba County Public Works staff at 530-749-5420).

COUNTY OF YUBA FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION

OFFICE USE ONLY		
Application No.:	Date Filed: April 12, 2013	Receipt No.: PW-17287

Summary Sheet (to be completed by Public Works Staff)

Type of Variance Requested:

- ☐ Wet floodproofing of an accessory structure;
- ☒ Wet floodproofing of a structure used solely for agricultural purposes;
- ☐ Reconstruction, rehabilitation or restoration of an historic structure;
- ☐ Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Is application complete?	(X) Yes	() No
Would variance comply with FEMA regulations?	(X) Yes	() No
Would denial result in exceptional hardship?	(X) Yes	() No
If within Floodway, is No-Rise Certification provided?	() Yes	() No NA
Would variance constitute minimum relief?	(X) Yes	() No
Would there be a risk of debris transport?	() Yes	(X) No
Would there be an increased risk to life or property?	() Yes	(X) No
Is proposed location necessary?	(X) Yes	() No
Is there a better alternate location for facility?	() Yes	(X) No

Staff recommendation:

- ☒ Approve Variance
- ☐ Approve Variance with conditions
- ☐ Deny Variance



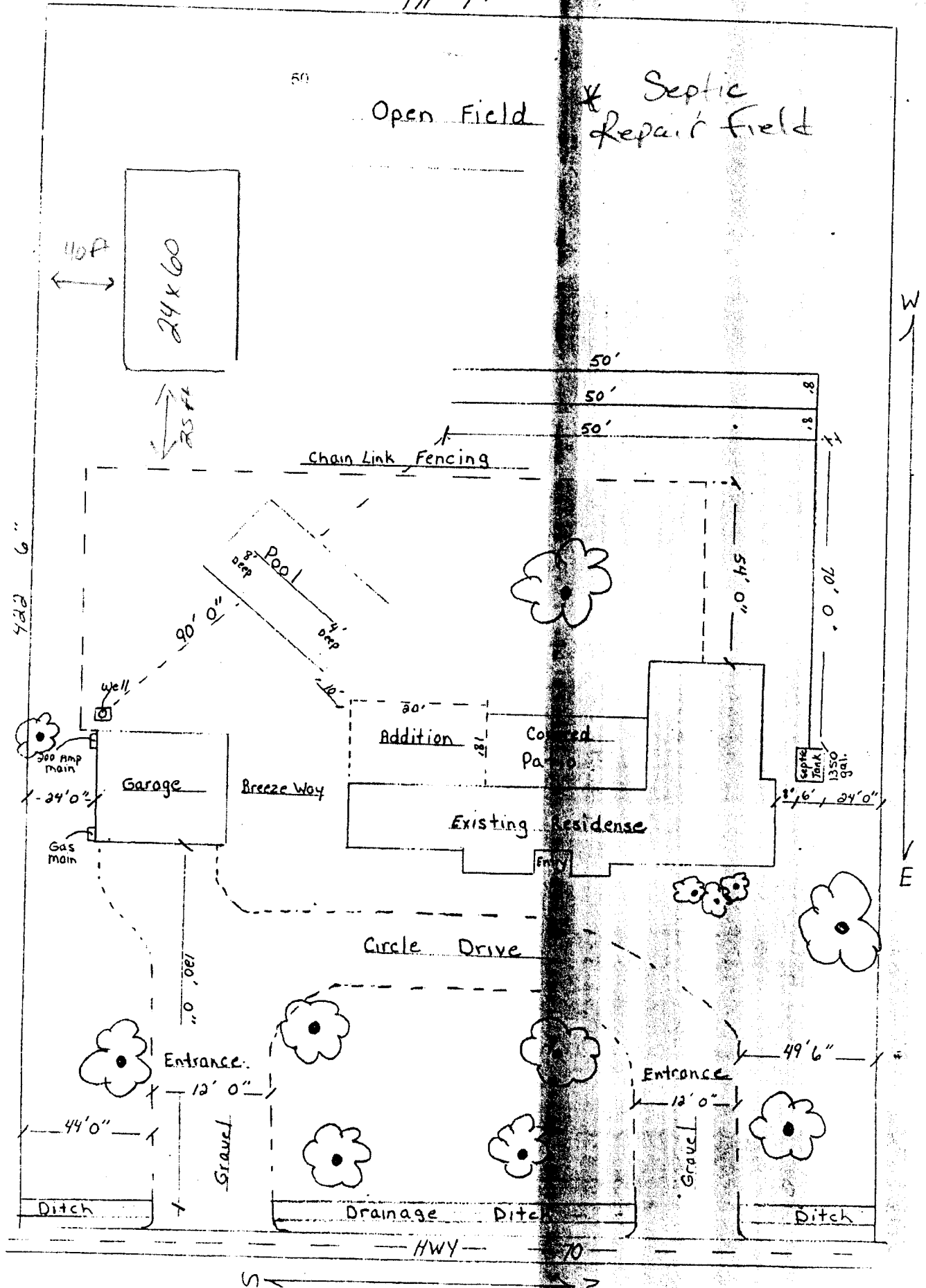
 Public Works Staff Signature

4/24/13

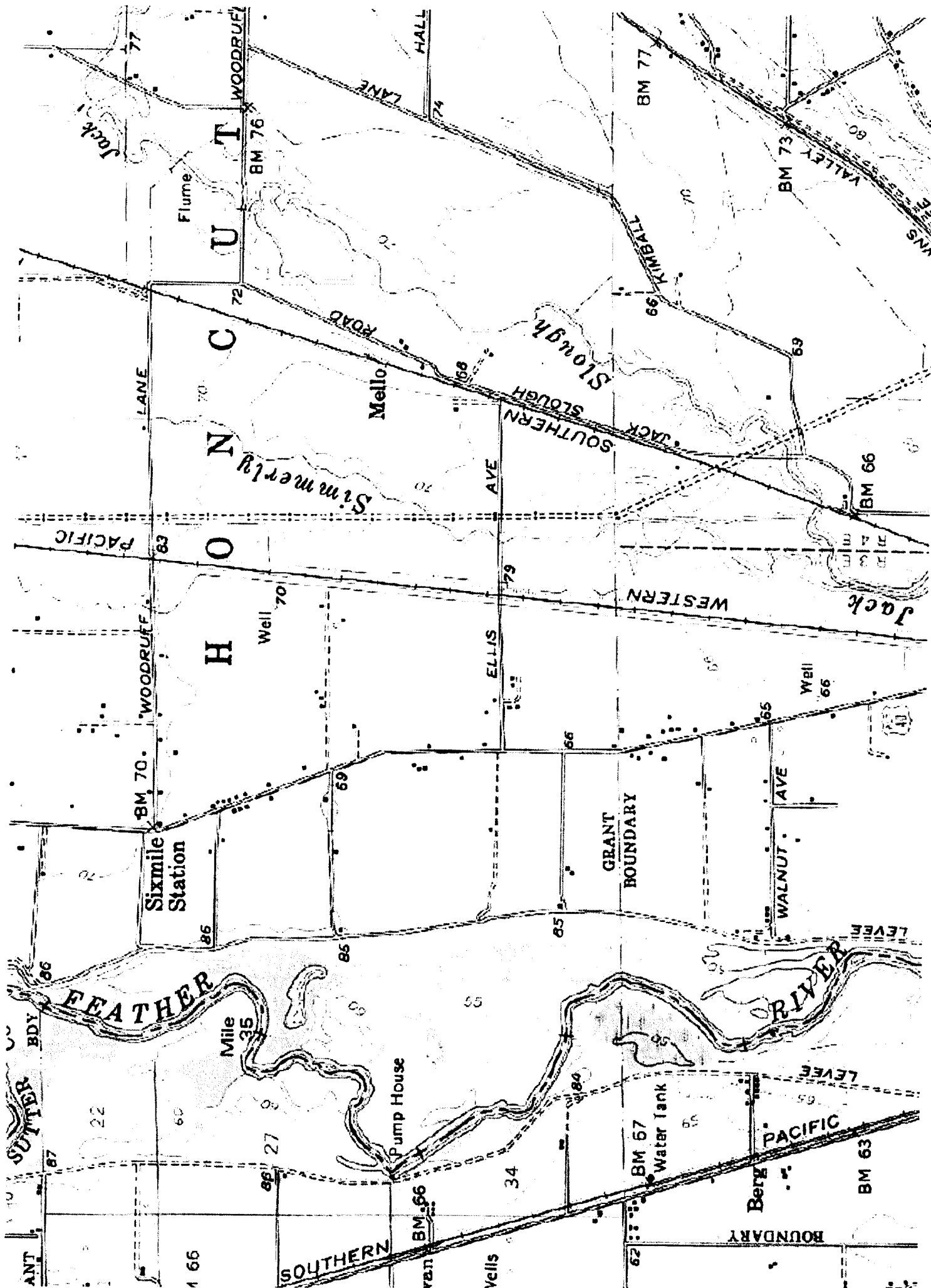
 Date

Plot Plan
Approx 1.660 Acres

171' 1"







the Flood Insurance Study report for this jurisdiction.

nce is available in this community, contact your insurance
d Insurance Program at 1-800-638-6620.



MAP SCALE 1" = 1000'

0 300 600
MILES

PANEL 0330D

FIRM

FLOOD INSURANCE RATE MAP

YUBA COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL 330 OF 510

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
YUBA COUNTY	060427	0330	D

Notice to User: The Map Number shown below should be
used when placing map orders; the Community Number shown
above should be used on insurance applications for the subject
community.



MAP NUMBER
06115C0330D

EFFECTIVE DATE
FEBRUARY 18, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It
was extracted using F-MIT On-Line. This map does not reflect changes
or amendments which may have been made subsequent to the date on the
title block. For the latest product information about National Flood Insurance
Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

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

TO: Board of Supervisors

FROM: Michael Lee, Public Works Director

SUBJECT: Maintained Mileage of Yuba County Road Network

DATE: May 7 , 2013

Recommendation

Approve the attached resolution certifying the 2012 Maintained Road Mileage and Functional Classification.

Background

This list is updated annually to reflect changes during the previous year due to abandonment's, additions from new construction, and urban boundary changes.

Discussion

Section 2121 of the Streets and Highways Code requires each County to certify to the California Department of Transportation on an annual basis the number of miles in our road system and the functional classification of street and road segments. Exhibit "A" - Tabulation and Exhibit "B" - Functional Classification Definitions and Exhibit "C" - Functional Classification Map, have been filed in the Office of the Clerk of the Board of Supervisors indicating that .20 miles have been subtracted from our road system for 2012.

Committee Action

The Land use and Public Works Committee was by-passed because this certification is routinely completed annually.

Fiscal Impact

None.

Attachment

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION CONCERNING THE)
COUNTY MAINTAINED MILEAGE)

RESOLUTION NO. _____

WHEREAS, Section 2121 of the Streets and Highways Code provides that in May of each year, the County shall submit to the Department of Transportation any additions to or exclusions from its mileage of maintained County roads, specifying the terminus and mileage of each route added to or excluded; and classify each of the street and road segments that the State has record of in the Highway Performance Monitoring System (HPMS) Database that corresponds to the FHWA approved California Road System (CRS) Maps coded by one or two-digit numeric Functional Classification (FC) codes; and

WHEREAS, the Department of Transportation certified to the State Controller in the year 2011 that the total mileage of maintained County roads was 654.85 miles and;

NOW THEREFORE, BE IT RESOLVED, that the total mileage of maintained County roads for 2012 is 654.65 miles. Additions, exclusions or corrections for the 2012 year are indicated in bold print on the Tabulation marked Exhibit "A". Exhibit "A"

is hereby made, by reference hereto, a part of this Resolution;
and

BE IT FURTHER RESOLVED, that the rural and urban functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as outlined in Exhibit "B" in the year 2012. Exhibit "B" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED, that the rural and urban functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as shown on the map in Exhibit "C" in the year 2012. Exhibit "C" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED AND ORDERED, that duplicate copies of the hereinabove said Exhibit "A", Exhibit "B" and Exhibit "C" shall be filed in the office of the Clerk of the Board of Supervisors of the County of Yuba.

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:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

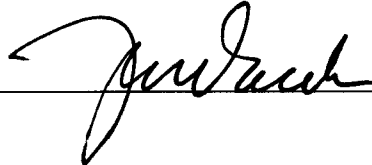


EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
421	A RD	35 N BEALE ROAD	END	0.30	2	06D	300	7
863	ABBOTSFORD COURT	867 FEATHER RIDGE DRIVE	END	0.03	2	09B	40	7
862	ABELIA COURT	857 CALABRESE WAY	END	0.02	2	09B	30	7
906	ABERDEEN COURT	849 LOCHCARRON DRIVE	END	0.003	16H15	06H	3	7
106	ABERNATHY RD	PLU NF BDRY	3 FORBESTOWN RD	0.74	07G13	10H	740	7
106	ABERNATHY RD	107 OLD KNOX ROAD	PLU NF BDRY	0.30	07G13	10H	300	7
514	ACACIA WY	481 CATALPA ST	513 ASPEN WY	0.27	06H15	07E	280	7
835	AFFIRMED DRIVE	833 EGYPTIAN WAY	834 BUCKSKIN WAY	0.11	06H25	01E	120	7
359	ALBERTA AVE	35 NORTH BEALE RD	36 HMT SMTVLE RD	0.53	06H15	05G	540	7
375	ALBRECHT AVE	35 N BEALE ROAD	END	0.21	06H15	05E	220	7
405	ALGODON RD	44 RIVER OAKS BLVD	25 PLUMAS ARBOGA RD	0.39	06H25	07F	170	5
405	ALGODON RD	43 FEATHER RIVER BLV	405 ALGODON RD	2.27	06H25	10C	2270	7
405	ALGODON RD	405 ALGODON ROAD	44 RIVEROAKS BLVD	0.08	06H25	08E	300	7
317	ALICIA AVE	43 FEATHER RIVER BLV	23 GRAND AVE	0.43	06H15	06C	430	5
317	ALICIA AVE	23 GRAND AVE	321 PASADO RD	0.27	06H15	07C	280	7
317	ALICIA AVE	441 RIVERSIDE DR	43 FEATHER RIVER BLV	0.42	06H15	06B	430	7
168	ALLEGHANY RD	SH049	S180 SIE CO RD	2.49	07G	05H	2490	7
312	ALMOND AVE	441 RIVERSIDE DR	311 POPLAR AVE	0.09	06H15	05B	90	7
397	ALPINE WAY	35 N BEALE ROAD	373 E PARK AVE	0.26	06H15	05E	260	7
738	AMARANTH STREET	736 BAMBOO STREET	739 VELVET LEAF STREET	0.23	06H25	03D	232	7
760	AMARILLO COURT	761 DRY GULCH TRAIL DRIVE	END	0.05	06H25	08F	50	7
235	AMES RD	233 LAURELLEN RD	END	0.37	06G	08H	370	7
799	ANCHOR BAY WAY	801 STINSON WAY	797 SANTA CRUZ DRIVE	0.05	2	09B	50	7
303	ANDERSON AVE	EAST LINE TRLIA SETBACK LEVEE RW	END	0.59	06H25	06A	1400	7
653	ANGELICA WAY	619 MCCARTHY AVE	616 BARNEY AVE	0.17	06H25	01F	170	7
795	ANNADEL COURT	788 WESTPORT WAY	END	0.04	2	09B	40	7
707	APPALOOSA RANCH COURT	706 THUNDER RANCH	END	0.06	06H25	08F	60	7
638	APTOS CREEK COURT	635 BIDWELL BAR DRIVE	END	0.10	06H25	08F	100	7
22	ARBOGA RD	37 BROADWAY	25 PLUMAS ARBOGA	0.30	06H25	04E	300	5
22	ARBOGA RD	25 PLUMAS ARBOGA	32 MC GOWAN PKWY	1.45	06H25	04E	1450	5
22	ARBOGA RD	32 MC GOWAN PKWY	43 FEATHER RIVER BLV	3.60	06H25	01E	3600	5
498	ARCANO AVE	496 MAPLEHURST ST	END	0.28	06H25	02F	90	7
354	ARDMORE AVE	347 NINTH AVE	32 MCGOWAN PKWY	1.00	06H15	09E	1000	7
688	ARLINGTON WAY	687 NOTTING HILL WAY	697 ISLEWORTH WAY	0.07	06H25	10E	70	7
228	ARMSTRONG RD	14 WOODRUFF LANE	END	0.63	06G55	04A	630	7
427	ASH WAY	369 GROVE AVE	465 PARK CIRCLE	0.37	06H15	05E	370	7
747	ASPEN PEAK STREET	743 MEADOW RANCH STREET	780 SNOWY EGRET STREET	0.06	06H25	03D	30	7
513	ASPEN WY	483 HICKORY LN	444 CHESTNUT RD	0.48	06H15	07E	480	7
618	ASTER COURT	653 ANGELICA WAY	END	0.04	06H25	01F	40	7
787	ATHERTON WAY	END	END	0.42	2	09B	420	7
676	AUGUST WAY	678 JUNE WAY	336 ROSE AVENUE	0.25	06H25	11G	250	7
878	AUTUMN LANE	882 FREESTONE DRIVE	E SUBDIVISION BOUNDRY	0.08	06H15	06H	80	7
679	AVERY STREET	677 SUMMERFIELD LANE	676 AUGUST WAY	0.06	06H25	11G	60	7

EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
524	AVOCET DR	522 EAGLE LN	523 FAIRWAY DR	0.20	06H25	05E	200	7
370	AVONDALE AVE	36 HMT SMTVLE RD	35 N BEALE RD	0.30	06H15	06D	300	5
370	AVONDALE AVE	35 N BEALE RD	END	0.29	06H15	05D	290	7
262	BABBINGTON RD	17 SIMPSON LANE	END	0.85	06H15	04D	850	7
864	BAIRDSLEY COURT	867 FEATHER RIDGE DRIVE	END	0.11	2	09B	110	7
158	BAKER RD	FOREST BDY	END	1.10	07G	03G	1100	7
158	BAKER RD	125 GARDEN VALLEY	FOREST BDY	1.90	07G	03H	1900	7
219	BALD MT RD	8 MARYSVILLE RD	9 PEORIA RD	1.90	07G	08B	1900	7
736	BAMBOO STREET	735 YARROW STREET	744 MORNING GLORY STREET	0.33	06H25	03D	33	7
616	BARNEY AVENUE	653 ANGELICA WAY	621 BLUEBELL AVE	0.07	06H25	01F	70	7
141	BARTON HILL RD	1 LA PORTE RD	BUT CO	2.25	1	04G	2250	7
419	BAUGH ST	31 OLIVEHURST AVE	354 ARDMORE AVE	0.10	06H25	01F	100	7
419	BAUGH ST	354 ARDMORE AVE	355 FLEMING WAY	0.13	06H25	01F	130	7
419	BAUGH ST	355 FLEMING WAY	357 POWERLINE RD	0.25	06H25	01F	250	7
479	BAYWOOD WAY	469 FERNWOOD DR	END	0.07	06H15	06E	30	7
110	BEAN CLIPPER RD	1 LA PORTE RD	1 LA PORTE RD	3.00	07G	02F	3000	7
110	BEAN CLIPPER RD	1 LA PORTE RD	1 LA PORTE RD	6.20	07G	02F	6200	7
411	BEAVER LANE	346 EIGHTH AVE	345 SEVENTH AVE	0.13	06H15	09E	130	7
770	BEDROCK COURT	767 POTOMAC WAY	END	0.06	2	09B	60	7
448	BEEDE AVE	35 N BEALE ROAD	451 SIERRA WAY	0.10	06H15	05F	100	7
870	BEFORE STREET	869 TARRANT DRIVE	W SUBDIVISION BOUNDRY	0.10	06H25	02E	100	7
622	BELLIS COURT	31 OLIVEHURST AVE	END	0.08	06H25	01F	80	7
686	BELVEDERE WAY	682 KENSINGTON DRIVE	681 LEIGHTON GROVE DRIVE	0.27	06H25	10E	270	7
891	BERMUDA DRIVE	892 SAINT ANDREWS DRIVE	890 ROSS RANCH CIRCLE	0.40	06H25	06F	400	7
338	BERNICE AVE	URBAN LIMIT	END	0.85	06H25	01J	850	7
338	BERNICE AVE	20 RANCHO RD	URBAN LIMIT	0.03	06H25	01J	30	7
668	BERTAS COURT	635 BIDWELL BAR DRIVE	END	0.11	06H25	08F	110	7
252	BEVAN RD	10 LOMA RICA ROAD	END	0.88	07G41	02G	880	7
394	BEVERLY AVE	31 OLIVEHURST AVE	357 POWERLINE ROAD	0.49	06H25	01F	490	7
394	BEVERLY AVE	31 OLIVEHURST AVE	621 BLUEBELL AVE	0.03	06H25	01F	30	7
635	BIDWELL BAR DRIVE	634 OREGON CREEK WAY	673 HIGH NOON DRIVE	0.62	06H25	08F	410	7
499	BIGLOW DR	END	END	0.26	06H25	02F	259	7
365	BINGHAM AVE	21 LINDHURST AVE	443 PACKARD AVE	0.14	06H15	06D	140	7
476	BIRCH CT	469 FERNWOOD DR	END	0.04	06H15	06F	40	7
815	BISHOP LANE	816 JORDAN DRIVE	818 WALLEN DRIVE	0.11	06H15	04J	110	7
560	BLACK ANGUS WY	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
165	BLACKFORD RD	42 CAMP FAR WEST	PLA CO	0.40	2	07F	400	7
880	BLOOM DRIVE	885 CLING DRIVE	659 RIVERBANK DRIVE	0.24	06H15	06H	240	7
247	BLUE GRAVEL RD	19 SMARTVILLE RD	1025 BLUE GRAVEL RD	0.11	07G53	06A	110	7
621	BLUEBELL AVENUE	619 MCCARTHY AVE	616 BARNEY AVE	0.09	06H25	01F	90	7
782	BLUEGRASS STREET	855 LINKS PARKWAY	784 FIDDLENECK STREET	0.25	06H25	03D	250	7
661	BOARDWALK DRIVE	660 POPPY WAY	576 RIVER RUN DRIVE	0.25	06H15	06E	250	7
458	BOMANN DR	418 FOURTEENTH ST	END	0.18	06H15	10F	180	7

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ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
249	BOYER RD	SH070	END	0.31	06G	08H	310	7
415	BRADLEY	306 MYRNA AVE	END	0.05	06H15	08C	50	7
332	BRADSHAW RD	END	334 OSTROM ROAD	2.20	2	07D	2200	7
884	BRANCH WAY	887 PEACH TREE DRIVE	881 COBBLER LANE	0.15	06H15	06H	150	7
282	BRANDIE DR	10 LOMA RICA RD	283 DAWN DR	0.65	07G	07B	650	7
669	BRANDING IRON WAY	631 TABLE MOUNTAIN DRIVE	673 HIGH NOON DRIVE	0.36	06H25	08F	360	7
587	BRENT DRIVE	544 SUTTER ST	END	0.27	06H15	05G	270	7
723	BRIANNA AVENUE	724 SEYKOTA AVENUE	726 SUNDARI AVENUE	0.10	06H25	01F	100	7
633	BRIDGEPORT WAY	44 RIVER OAKS BLVD	635 BIDWELL BAR DRIVE	0.12	06H25	08F	120	7
607	BROAD ACRES WAY	602 WILCOX RANCH ROAD	END	0.24	06H25	08F	240	7
302	BROADWAY	EAST LINE TR LIA SETBACK LEVEE RW	END	1.95	06H25	04E	2800	7
853	BROKEN BIT DRIVE	669 BRANDING IRON WAY	END	0.15	06H25	09F	150	7
708	BROKEN SPUR WAY	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.48	06H25	08F	480	7
709	BRONCO DRIVE	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.39	06H25	08F	390	7
538	BROOKGLEN DR	499 BIGLOW DR	658 SOPHIA STREET	0.24	06H25	02F	88	7
376	BROPHY RD	35 N BEALE ROAD	36 HMT SMTVLE RD	1.60	2	06C	1600	7
376	BROPHY RD	36 HMT SMTVLE RD	END	0.94	2	05C	940	7
497	BROUGHAM WAY	496 MAPLEHURST ST	END	0.09	06H25	02F	90	7
218	BROWNS VALLEY SCHOOL RD	SH020	8 MARYSVILLE RD	0.75	07G	09B	750	7
420	BRYDEN RD	36 HMT SMTVLE RD	END	0.37	06H15	03K	370	7
834	BUCKSKIN WAY	22 ARBOGA ROAD	830 CITATION DRIVE	0.13	06H25	01E	130	7
410	BURDICK RD	304 CENTRY CLUB RD	END	0.32	06H25	06D	320	7
575	BUTLER DR	544 SUTTER ST	546 COLLEGE VIEW DR	0.20	06H15	04F	200	7
597	BUTTER MILK COURT	592 INDEPENDENCE TRAIL	END	0.05	06H25	08F	50	7
493	BUTTERCUP LN	22 ARBOGA ROAD	491 BUTTERFLY LN	0.45	06H25	01E	450	7
491	BUTTERFLY LN	22 ARBOGA ROAD	493 BUTTERCUP LN	0.39	06H25	01E	390	7
672	CACTUS DRIVE	668 BERTAS COURT	669 BRANDING IRON WAY	0.20	06H25	08F	200	7
857	CALABRESE WAY	866 CHALICE CREEK DRIVE	859 EARHART WAY	0.14	2	09B	140	7
561	CALISTOGA DR	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
150	CALVIN LN	146 CLEVELAND AVE	145 SPENCER ST	0.06	07G1	04A	60	7
605	CALYPSO RANCH DRIVE	606 COFFEE CREEK WAY	604 GOLD NUGGET WAY	0.45	06H25	08F	450	7
42	CAMP FAR WEST RD	40 SPENCEVILLE RD	41 LONG RAVINE RD	6.60	2	07F	6600	6
42	CAMP FAR WEST RD	41 LONG RAVINE RD	NEV CO	1.02	2	07G	1020	7
143	CAMPIONVILLE ST	146 CLEVELAND AVE	SH049	0.09	07G1	04A	90	7
352	CANAL ST	343 FIFTH AVE	341 THIRD AVE	0.19	06H15	08E	190	7
593	CANYON CREEK TRAIL	592 INDEPENDENCE TRAIL	589 SECRET LAKE TRAIL	0.29	06H25	08F	290	7
699	CAREY COURT	697 ISLEWORTH WAY	END	0.03	06H25	10E	30	7
611	CASA DULCE WAY	613 LINDENMEIR DRIVE	602 WILCOX RANCH ROAD	0.27	06H25	08F	270	7
481	CATALPA ST	444 CHESTNUT RD	513 ASPEN WY	0.23	06H15	07E	230	7
563	CATTAIL CT	364 RUPERT AVE	END	0.12	06H15	06E	120	7
564	CATTAIL DR	364 RUPERT AVE	571 TWISTED RIVER DR	0.37	06H15	06E	370	7
860	CAVANAUGH COURT	866 CHALICE CREEK DRIVE	END	0.06	2	09B	60	7
545	CECILIA WY	544 SUTTER ST	546 COLLEGE VIEW DR	0.12	06H15	05F	123	7

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ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
314	CEDAR LANE	317 ALICIA AVE	315 GARDEN AVE	0.25	06H15	06B	250	7
128	CELESTIAL VLY RD	159 RIDGE ROAD	END	0.81	07G	05H	810	7
866	CHALICE CREEK DRIVE	N SUBDIVISION BOUNDARY	S SUBDIVISION BOUNDARY	0.28	2	09B	280	7
6	CHALLENGE CUT OFF	BUT CO	1 LA PORTE RD	2.41	07G13	09D	2410	5
263	CHANDLER RD	SH070	END	0.50	06G	06H	500	7
356	CHAPMAN AVE	355 FLEMING WAY	END	0.14	06H15	09F	140	7
537	CHATEAU DR	499 BIGLOW DR	658 SOPHIA STREET	0.23	06H25	02F	76	7
444	CHESTNUT RD	33 ERLE RD	31 OLIVEHURST AVE	1.01	06H15	07D	1010	7
444	CHESTNUT RD	37 HMT SMTVLE RD W	33 ERLE RD	0.74	06H15	06C	740	7
907	CHUCK YEAGER RD	36 HAMMONTON SMARTSVILLE RD	1017 (BEALE AFB)	6.69	07G	10D	6690	5
246	CHURCH LANE	245 OBRIEN ROAD	247 BLUE GRAVEL RD	0.08	07G53	05A	80	7
685	CHURCHILL WAY	681 LEIGHTON GROVE DRIVE	MINORIES DRIVE	0.27	06H25	10E	240	7
765	CIMARRON DRIVE	44 RIVER OAKS BLVD	END	0.29	2	09B	290	7
114	CISSANO RD	SH049	END	0.09	1	05H	90	7
830	CITATION DRIVE	828 IRISH DRAUGHT WAY	834 BUCKSKIN WAY	0.34	06H25	01E	340	7
728	CLARICE AVENUE	726 SUNDARI AVENUE	31 OLIVEHURST AVE	0.03	06H25	01F	30	7
902	CLARIDGE COURT	901 GARNET WAY	END	0.01	2	09C	10	7
627	CLEAR WATER COURT	625 RAPID WATER WAY	END	0.07	06H25	06F	70	7
146	CLEVELAND AVE	SH049	115 MT HOUSE RD	0.73	07G1	02A	730	7
885	CLING DRIVE	887 PEACH TREE DRIVE	880 BLOOM DRIVE	0.09	06H15	06H	90	7
881	COBBLER LANE	880 BLOOM DRIVE	659 RIVERBANK DRIVE	0.23	06H15	06H	230	7
565	COBBLESTONE DRIVE	570 TADPOLE WAY	467 OAKWOOD DRIVE	0.47	06H15	06E	470	7
606	COFFEE CREEK WAY	607 BROAD ACRES WAY	600 ZANES DRIVE	0.71	06H25	08F	200	7
313	COHN AVE	310 SYCAMORE AVE	314 CEDAR LANE	0.31	06H15	05B	310	7
273	COLLEEN CT	271 VICKIE DR	END	0.09	07G41	04F	90	7
546	COLLEGE VIEW DR	35 NORTH BEALE RD	END	0.20	06H15	05G	204	7
339	COLLEGE WAY	394 BEVERLY AVE	418 FOURTEENTH ST	0.39	06H25	01F	390	7
269	COLLINS LAKE RD	8 MARYSVILLE RD	END	0.20	07G	06C	200	7
772	COLORADO DRIVE	44 RIVER OAKS BLVD	44 RIVER OAKS BLVD	0.39	2	09B	390	7
775	COLUMBIA WAY	772 COLORADO DRIVE	END	0.07	2	09B	70	7
695	COPLEY WAY	684 PADDINGTON WAY	END	0.03	06H25	10E	30	7
533	COPPER LEAF CT	532 GOLD LEAF WY	END	0.04	06H25	01G	40	7
809	CORDOZA DRIVE	806 PHEASANT RUN DRIVE	END	0.04	625	03E	40	7
559	CORNFIELD WY	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
151	COSTA RD	1 LA PORTE RD	END	1.25	07G1	03F	1250	7
319	COTTONWOOD AVE	23 GRAND AVE	441 RIVERSIDE DR	0.40	06H15	07C	400	7
472	COUNTRY CLUB CT	464 WOODLAND DR	END	0.08	06H15	05F	80	7
304	COUNTRY CLUB RD	EAST LINE TRLIA SETBACK LEVEE R/W	43 FEATHER RIVER BLV	0.55	06H25	06A	1170	7
304	COUNTRY CLUB RD	43 FEATHER RIVER BLV	304 CNTRY CLUB RD	0.48	06H25	06C	480	7
304	COUNTRY CLUB RD	304 CNTRY CLUB RD	END	0.52	06H25	06D	520	7
839	COUNTRY CREEK COURT	825 STONEY CREEK WAY	END	0.04	06H15	06G	40	7
169	COUNTRY ROAD 169	PLU NF BDRY	END	1.00	07G	05G	1000	7
169	COUNTRY ROAD 169	129 OREGON HILL RD	PLU NF BDRY	0.31	07G	05G	310	7

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171	COUNTY ROAD 171	146 CLEVELAND AVE	END	0.02	07G1	04B	20	7
172	COUNTY ROAD 172	8 MARYSVILLE RD	END	0.28	1	07G	280	7
270	COUNTY ROAD 270	8 MARYSVILLE RD	END	0.97	07G	06D	970	7
276	COUNTY ROAD 276	10 LOMA RICA RD	END	0.83	07G41	10A	830	7
512	COUNTY ROAD 512	43 FEATHER RIVER RD	END	0.59	06H	05J	590	7
484	CRESS WAY	483 HICKORY LANE	483 HICKORY LN	0.17	06H15	07E	170	7
692	CROFT COURT	681 LEIGHTON GROVE DRIVE	END	0.04	06H25	10E	40	7
700	CROYDON COURT	687 NOTTING HILL WAY	END	0.07	06H25	10E	70	7
730	CRYSTAL COURT	733 SHAY AVENUE	END	0.03	06H25	01F	30	7
802	CURRENT COURT	479 BAYWOOD DRIVE	END	0.04	06H15	06G	40	7
27	DAIRY RD	SH065	26 FORTY MILE RD	2.88	2	08D	2880	7
620	DAISY AVENUE	619 MCCARTHY AVE	END	0.05	06H25	01F	20	7
335	DAN AVE	32 MC GOWAN PKWY	END	0.39	06H25	01G	390	7
858	DANFORTH WAY	857 CALABRESE WAY	866 CHALICE CREEK DRIVE	0.10	2	09B	100	7
387	DANTONI RD	URBAN LIMIT	END	1.95	06H15	03G	1950	7
387	DANTONI RD	36 HMT SMTVLE RD	URBAN LIMIT	0.51	06H15	04G	510	7
181	DARK DAY RD	8 MARYSVILLE RD	END	0.33	1	07G	330	7
614	DARK HORSE WAY	600 ZANES DRIVE	44 RIVER OAKS BLVD	0.19	06H25	08F	190	7
501	DAUGHERTY RD	907 CHUCK YEAGER RD	END	0.29	2	04G	290	7
540	DAVID LN	302 BROADWAY	END	0.22	06H25	05D	220	7
251	DAVIS RD	17 SIMPSON LANE	END	0.60	06H15	03C	600	7
283	DAWN DR	282 BRANDIE DR	279 KIMBERLY RD	1.04	07G	07B	1040	7
541	DEATON DR	32 MC GOWAN PKWY	561 CALISTOGA DR	0.45	06H25	01F	452	7
503	DEBORAH LANE	855 KENT WAY	516 MAYWOOD DR	0.25	06H15	05E	170	7
177	DEERCLIFF CT	174 IDLEWOOD CIR	END	0.08	07G13	10B	80	7
746	DEERWOOD STREET	742 HUNTER'S CREEK STREET	745 TRAIL LEAF STREET	0.23	06H25	03D	230	7
789	DEL NORTE WAY	787 ATHERTON WAY	END	0.03	2	09B	30	7
281	DENNIS DR	279 KIMBERLY RD	283 DAWN DR	0.30	07G	07B	300	7
536	DEREK DR	442 FIR RD	444 CHESTNUT RD	0.22	06H15	07D	216	7
529	DIANE WY	527 LISA WY	END	0.10	06H15	05D	100	7
261	DIGGINGS RD	19 SMARTVILLE RD	END	0.24	2	09G	240	7
435	DIVOT ST	304 CNTRY CLUB RD	END	0.07	06H25	06E	70	7
173	DIXON HILL RD	138 TEXAS HILL RD	1054	1.00	07G	06E	1000	7
234	DOC ADAMS RD	233 LAURELLEN RD	END	0.50	06G55	10A	500	7
367	DODSON AVE	368 MONTCLAIR AVE	END	0.10	06H15	05D	100	7
220	DOLAN HARDING RD	9 PEORIA ROAD	8 MARYSVILLE RD	3.35	07G	07C	3350	7
543	DONALD DR	32 MCGOWAN PKWY	END	0.51	06H25	01F	510	7
280	DORI CT	279 KIMBERLY RD	END	0.12	07G	07C	120	7
790	DOS RIOS COURT	787 ATHERTON WAY	END	0.05	2	09B	50	7
811	DOVE DRIVE	806 PHEASANT RUN DRIVE	END	0.03	625	03E	30	7
601	DRAKES BAR COURT	602 WILCOX RANCH ROAD	END	0.05	06H25	08F	50	7
330	DRY CREEK LEVEE RD	SH065	29 OAKLEY LANE	0.54	2	08D	540	7
761	DRY GULCH TRAIL DRIVE	606 COFFEE CREEK WAY	614 DARK HORSE WAY	0.37	06H25	08F	370	7

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358	DUGGIN ST	33 ERLE ROAD	END	0.30	06H15	08K	300	7
729	DUKES COURT	726 SUNDARI AVENUE	END	0.05	06H25	01F	50	7
807	DUNCAN DRIVE	806 PHEASANT RUN DRIVE	END	0.04	625	03E	40	7
380	DUNNING AVE	360 LINDA AVENUE	END	0.44	06H15	05F	440	7
649	DUNSMUIR WAY	648 LAKEPORT WAY	44 RIVER OAKS BLVD	0.21	06H25	08F	210	7
873	DUNWOODY DRIVE	22 ARBOGA ROAD	875 HUSTON WAY	0.16	06H25	02E	160	7
764	DURANGO COURT	711 MORGAN DRIVE	END	0.06	06H25	08F	60	7
696	DURHAM COURT	684 PADDINGTON WAY	END	0.03	06H25	10E	30	7
424	DYE RD	302 BROADWAY	522 EAGLE LN	0.55	06H25	05E	550	7
373	E PARK AVE	372 PARK AVENUE	END	0.12	06H15	05D	120	7
522	EAGLE LN	523 FAIRWAY DR	END	0.14	06H25	06E	140	7
859	EARHART WAY	857 CALABRESE WAY	866 CHALICE CREEK DRIVE	0.10	2	09B	100	7
207	EAST BURRIS RD	11 FRUITLAND RD	END	0.36	07G	03J	360	7
566	EDGEWATER CIR	33 ERLE RD	33 ERLE RD	0.98	06H15	06E	440	5
642	EDWARDS COURT	641 KNIGHTS FERRY DRIVE	END	0.11	06H25	08F	110	7
833	EGYPTIAN WAY	835 AFFIRMED DRIVE	E SUBDIVISION BOUNDARY	0.13	06H25	01E	130	7
519	EIGHTEENTH AVE	354 ARDMORE AVE	355 FLEMING WAY	0.13	06H25	01F	130	7
519	EIGHTEENTH AVE	355 FLEMING WAY	357 POWERLINE RD	0.24	06H25	01F	240	7
346	EIGHTH AVE	357 POWERLINE RD	END	0.82	06H15	09F	820	7
626	ELDERBERRY COURT	625 RAPID WATER WAY	END	0.04	06H15	09F	40	19
349	ELEVENTH AVE	31 OLIVEHURST AVE	357 POWERLINE RD	0.50	06H15	10F	500	5
349	ELEVENTH AVE	351 WESTERN AVE	31 OLIVEHURST AVE	0.26	06H15	10E	260	7
349	ELEVENTH AVE	22 ARBOGA RD	353 PACIFIC AVE	0.11	06H15	10D	110	7
309	ELINOR AVE	308 ELIZABETH AVE	END	0.12	06H15	08B	120	7
308	ELIZABETH AVE	307 VIRGINIA AVE	END	0.20	06H15	08B	200	7
323	ELLA AVE	22 ARBOGA ROAD	END	1.50	06H25	02E	1500	7
231	ELLIS RD	SH070	15 JACK SLOUGH RD	1.53	06G55	07A	1530	7
477	ELMWOOD CT	469 FERNWOOD DR	END	0.04	06H15	06F	40	7
515	ELTON AVE	485 LEVER AVE	460 EVELYN DR	0.12	06H25	01G	120	7
599	EMPIRE COURT	592 INDEPENDENCE TRAIL	END	0.09	06H25	08F	90	7
741	EMPRESS STREET	855 LINKS PARKWAY	735 YARROW STREET	0.03	06H25	03D	30	7
871	ENGLISH WAY	870 BEDFORD STREET	872 MC ALISTER COURT	0.14	06H25	02E	140	7
33	ERLE RD	URBAN LIMIT	1019 BEALE AFB BDRY	5.46	06H15	07H	5460	6
33	ERLE RD	21 LINDHURST AVE	33 ERLE RD	0.06	06H15	07D	60	5
33	ERLE RD	33 ERLE RD	URBAN LIMIT	1.84	06H15	07E	1840	5
33	ERLE RD	22 ARBOGA RD	21 LINDHURST AVE	0.34	06H15	07D	340	7
654	EUGENE DRIVE	657 MARYCLAIR DRIVE	832 FALABELLA WAY	0.28	06H25	11E	110	7
460	EVELYN DR	32 MC GOWAN PKWY	515 ELTON AVE	0.52	06H25	01G	520	7
523	FAIRWAY DR	END	END	0.18	06H25	06E	180	7
832	FALABELLA WAY	654 EUGENE DRIVE	E SUBDIVISION BOUNDARY	0.13	06H25	01E	130	7
714	FALL RIVER DRIVE	479 BAYWOOD DRIVE	719 WATERFRONT COURT	0.50	06H15	06F	500	7
175	FALLEN LEAF CT	174 IDLEWOOD CIR	END	0.02	07G13	10B	22	7
362	FARRELL WAY	363 MAPES WAY	36 HMT SMTVLE RD	0.20	06H15	04E	200	7

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867	FEATHER RIDGE DRIVE	NW SUBDIVISION BOUNDARY	S SUBDIVISION BOUNDARY	0.132		09B	130	7
43	FEATHER RIVER BLVD	SH070	URBAN LIMITS	10.65	06H15	09C	10650	5
43	FEATHER RIVER BLVD	URBAN LIMIT	35 N BEALE ROAD	2.25	06H15	05C	2250	5
640	FELTON WAY	635 BIDWELL BAR DRIVE	END	0.15	06H25	08F	150	7
475	FERN CT	469 FERNWOOD DR	END	0.04	06H15	05F	40	7
469	FERNWOOD DR	464 WOODLAND DR	427 ASH WAY	1.04	06H15	05F	1040	7
893	FESCUE WAY	894 NIBLICK WAY	892 SAINT ANDREWS DRIVE	0.18	06H25	06F	180	7
784	FIDDLENECK STREET	781 JEWELFLOWER STREET	783 GOLDENSTAR STREET	0.24	06H25	03D	240	7
432	FIFTEENTH ST	354 ARDMORE AVE	357 POWERLINE RD	0.36	06H25	01F	360	7
343	FIFTH AVE	31 OLIVEHURST AVE	352 CANAL ST	0.38	06H15	08F	380	7
442	FIR ROAD	444 CHESTNUT ROAD	483 HICKORY LN	0.28	06H15	07E	280	7
778	FLAMINGO STREET	777 GOLDEN PLOVER STREET	780 SNOWY EGRET STREET	0.12	06H25	03D	120	7
406	FLEDA ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	06H15	06C	240	7
355	FLEMING WAY	32 MC GOWAN PKWY	418 FOURTEENTH ST	0.44	06H25	01F	440	7
355	FLEMING WAY	349 ELEVENTH AVE	345 SEVENTH AVE	0.50	06H15	10E	500	7
3	FORBESTOWN RD	1 LA PORTE RD	BUT CO	1.00	07G	09K	1000	6
3	FORBESTOWN RD	1 LA PORTE RD	BUT CO	3.50	07G13	07F	3500	6
510	FOREST DR	317 ALICIA AVE	END	0.02	06H15	06C	20	7
134	FORSYTHE RD	135 INDIANA RANCH RD	END	1.63	07G	05E	1630	7
26	FORTY MILE RD	SUT CO	SH065	5.77	06H25	03J	5710	5
26	FORTY MILE RD	SH065	RANCHO RD	0.27	06H25	02K	270	6
130	FOUNTAIN HOUSE RD	135 INDIANA RANCH	END	8.38	07G	05E	8380	7
418	FOURTEENTH ST	31 OLIVEHURST AVE	357 POWERLINE RD	0.48	06H15	10E	480	7
342	FOURTH AVE	352 CANAL ST	END	0.26	06H15	08E	260	7
407	FOURTH ST	302 BROADWAY	END	0.06	06H25	04F	63	7
670	FREEMAN'S COURT	669 BRANDING IRON WAY	END	0.04	06H25	08F	40	7
882	FREESTONE DRIVE	878 AUTUMN LANE	659 RIVERBANK DRIVE	0.18	06H15	06H	180	7
5	FRENCHTOWN RD	8 MARYSVILLE RD	4 WILLOW GLEN RD	7.98	07G	04D	7980	6
201	FRENCHTWN-DOBBS	133 INDIANA SCH RD	8 MARYSVILLE RD	0.49	1	08E	490	7
201	FRENCHTWN-DOBBS	5 FRENCHTOWN RD	133 INDIANA SCH RD	1.32	1	08D	1320	7
11	FRUITLAND RD	12 HONCUT RD	8 MARYSVILLE RD	6.25	2	02D	6250	6
11	FRUITLAND RD	12 HONCUT RD	13 RAMIREZ RD	4.05	07G41	05A	10300	7
446	FURNEAUX ROAD	22 ARBOGA ROAD	447 MELODY ROAD	0.58	06H15	08E	580	7
829	GALLANT FOX DRIVE	828 IRISH DRAUGHT WAY	831 GELDERLANDER WAY	0.12	06H25	01E	120	7
315	GARDEN AVE	43 FEATHER RIVER BLVD	310 SYCAMORE AVE	0.51	06H15	06B	510	5
315	GARDEN AVE	310 SYCAMORE AVE	441 RIVERSIDE DR	0.06	06H15	05B	60	7
125	GARDEN VALLEY RD	119 PENDOLA ROAD	END	2.37	07G	03H	2370	7
901	GARNET WAY	899 PEMBROKE DRIVE	898 MINORIES DRIVE	0.04	2	09C	40	7
831	GELDERLANDER WAY	22 ARBOGA ROAD	830 CITATION DRIVE	0.14	06H25	01E	140	7
396	GEORGE AVE	395 MARY AVENUE	32 MC GOWAN PKWY	0.82	06H25	02F	820	7
490	GEORGINA DR	489 MEADOW WAY	END	0.10	06H15	10F	100	7
655	GERALD COURT	657 MARYCLAIR DRIVE	END	0.05	06H25	11E	50	7
904	GLASGLOW DRIVE	W SUBDIVISION BOUNDARY	849 LOCHCARRON DRIVE	0.01	06H15	06H	10	7

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ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
792	GLENHAVEN COURT	787 ATHONTON WAY	END	0.04	2	09B	40	7
459	GLENMORE DR	418 FOURTEENTH ST	418 FOURTEENTH ST	0.21	06H15	10F	210	7
532	GOLD LEAF WY	460 EVELYN DR	486 LARSON ST	0.16	06H25	01G	160	7
604	GOLD NUGGET DRIVE	605 CALYPSO RANCH DRIVE	600 ZANES DRIVE	0.15	06H25	08F	150	7
842	GOLD RIVER WAY	659 RIVERBANK DRIVE	840 WATERVILLE DRIVE	0.11	06H15	06G	110	7
453	GOLD STREET	372 PARK AVE	369 GROVE AVE	0.11	06H15	06E	110	7
632	GOLDEN GATE DRIVE	634 OREGON CREEK WAY	631 TABLE MOUNTAIN DRIVE	0.40	06H25	08D	400	7
777	GOLDEN PLOVER STREET	776 SNOW GOOSE STREET	778 FLAMINGO STREET	0.17	06H25	03D	170	7
783	GOLDENSTAR STREET	781 JEWELFLOWER STREET	781 JEWELFLOWER STREET	0.24	06H25	03D	240	7
879	GOLDFIELDS PARKWAY	33 ERLE ROAD	659 RIVERBANK DRIVE	0.27	06H15	06H	270	4
436	GOLF CLUB AVE	435 DIVOT STREET	END	0.14	06H25	06E	140	7
502	GOSSETT WAY	398 SHASTA WAY	END	0.12	06H15	05E	120	7
23	GRAND AVE	43 FEATHER RIVER BLVD	22 ARBOGA ROAD	0.90	06H15	08D	900	5
793	GREENBRAE COURT	787 ATHONTON WAY	END	0.04	2	09B	40	7
608	GREENHORN CREEK CIRCLE	607 BROAD ACRES WAY	607 BROAD ACRES WAY	0.27	06H25	08F	270	7
755	GREENS STREET	756 TWINBERRY STREET	758 PLUMAS LINKS STREET	0.06	06H25	03D	60	7
731	GRIEGO AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.13	06H25	01F	130	7
34	GRIFFITH AVE	END	33 ERLE RD	0.67	06H15	08H	670	7
34	GRIFFITH AVE	36 HMT SMTVLE RD	END	0.41	06H15	04H	410	7
34	GRIFFITH AVE	33 ERLE RD	36 HMT SMTVLE RD	1.69	06H15	07H	1690	5
369	GROVE AVE	36 HMT SMTVLE RD	565 COBBLESTONE DR	0.54	06H15	05E	460	7
683	GUILDFORD WAY	685 CHURCHILL WAY	681 LEIGHTON GROVE DRIVE	0.18	06H25	10E	180	7
763	HACIENDA DRIVE	606 COFFEE CREEK WAY	711 MORGAN DRIVE	0.14	06H25	08F	140	7
393	HALE RD	338 BERNICE AVE	END	1.02	06H25	01H	1020	7
240	HALLWOOD BLVD	SH020	38 WALNUT AVE	1.07	06G55	06H	1070	6
240	HALLWOOD BLVD	38 WALNUT AVE	END	0.58	06G55	06H	580	7
236	HAMMON GROVE RD	SH020	END	0.20	07G	09B	200	7
37	HAMMONTON RD WEST	SH070	END	0.06	06H15	06C	60	7
37	HAMMONTON RD WEST	21 LINDHURST AVE	SH070	0.23	06H15	06D	230	7
452	HAPPY WAY	36 HMT SMTVLE RD	END	0.10	06H15	04F	100	7
161	HARMONY CIR	141 BARTON HILL RD	END	0.09	1	04G	90	7
152	HARVEY MINE RD	107 OLD KNOX RD	107 OLD KNOX RD	0.15	07G1	02G	150	7
494	HARVEY RD	395 MARY AVE	396 GEORGE AVE	0.13	06H25	02F	130	7
694	HASTINGS COURT	683 GUILDFORD WAY	END	0.03	06H25	10E	30	7
428	HAZEL ST	323 ELLA AVE	END	0.24	06H25	02D	240	7
439	HEDGE AVE	388 LAUREL AVE	END	0.21	06H15	06B	210	7
483	HICKORY LANE	481 CATALPA ST	442 FIR RD	0.27	06H15	07E	270	7
734	HICKS AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.17	06H25	01F	170	7
615	HIDDEN CREEK WAY	641 KNIGHTS FERRY DRIVE	44 RIVER OAKS BLVD	0.31	06H25	08F	200	7
673	HIGH NOON DRIVE	854 VISTA DRIVE	669 BRANDING IRON WAY	0.39	06H25	08F	260	7
361	HILE AVE	36 HMT SMTSVLE RD	402 MC LAUGHLIN WY	0.40	06H15	04E	400	7
264	HILL RD	10 LOMA RICA RD	END	1.21	07G41	04F	1210	7
36	HMT SMARTSVILLE RD	SH020	907 CHUCK YEAGER RD	1.01	07G	10D	1010	5

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ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
36	HMT SMARTSVILLE RD	907 CHUCK YEAGER RD	URBAN LIMIT	13.26	07G53	07A	13260	5
36	HMT SMARTSVILLE RD	35 N BEALE ROAD	387 DANTONI RD	1.60	06H15	04G	1600	4
36	HMT SMARTSVILLE RD	URBAN LIMIT	387 DANTONI RD	0.50	06H15	04G	2100	5
36	HMT SMARTSVILLE RD	35 N BEALE RD	364 RUPERT RD	0.55	06H15	05E	550	5
36	HMT SMARTSVILLE RD	364 RUPERT RD	END	0.08	06H15	05D	80	7
326	HOFFMAN PLUMAS RD	26 FORTY MILE RD	417 HOFFMAN RD	0.90	06H25	07J	900	7
417	HOFFMAN RD	END	26 FORTY MILE RD	1.12	06H25	08J	1120	7
392	HOLLY AVE	391 N GLEDHILL AVE	END	0.10	06H15	06C	100	7
178	HOLMES WAY	4 WILLOW GLEN RD	END	0.16	1	06D	156	7
12	HONCUT RD	11 FRUITLAND RD	BUT CO	0.60	07G41	01D	600	6
636	HONEY RUN COURT	635 BIDWELL BAR DRIVE	END	0.06	06H25	08F	60	7
239	HOOVER RD	END	END	0.61	06G55	06J	610	7
258	HOOVER RD	10 LOMA RICA RD	END	0.25	07G41	03H	250	7
820	HORMAN DRIVE	816 JORDAN DRIVE	818 WALLEN DRIVE	0.15	06H15	04J	150	7
629	HOT SPRINGS COURT	569 SHORELINE DRIVE	END	0.02	06H15	06E	20	7
610	HUMBUG COURT	588 SOLDIERS RANCH WAY	END	0.03	06H25	08F	30	7
742	HUNTER'S CREEK STREET	855 LINKS PARKWAY	746 DEERWOOD STREET	0.03	06H25	03D	30	7
875	HUSTON WAY	SW SUBDIVISION BOUNDARY	874 LARNER WAY	0.15	06H25	02E	150	7
579	HUTTON COURT	360 LINDA AVENUE	END	0.05	06H15	04F	50	7
865	IBERIAN COURT	867 FEATHER RIDGE DRIVE	END	0.11	2	09B	110	7
174	IDLEWOOD CIR	103 NEW YORK FLAT RD	103 NEW YORK FLAT RD	0.77	07G13	10C	767	7
592	INDEPENDENCE TRAIL	44 RIVER OAKS BLVD	45 PLUMAS LAKE BLVD	0.70	06H25	08F	700	7
785	INDIAN CLOVER STREET	781 JEWELFLOWER STREET	784 FIDDLERNECK STREET	0.10	06H25	03D	100	7
176	INDIAN ROCK CT	174 IDLEWOOD CIR	END	0.05	07G13	10B	49	7
135	INDIANA RANCH RD	8 MARYSVILLE RD	129 OREGON HILL	0.20	07G	05E	200	7
135	INDIANA RANCH RD	8 MARYSVILLE RD	129 OREGON HILL	7.48	07G	05E	7480	7
133	INDIANA SCHOOL RD	8 MARYSVILLE RD	135 INDIANA RANCH RD	2.75	07G	06E	2750	7
136	INDIANA-NEW YORK RD	135 INDIANA RANCH RD	137 NEW YORK HOUSE RD	0.80	1	06E	800	7
136	INDIANA-NEW YORK RD	135 INDIANA RANCH RD	137 NEW YORK HOUSE RD	0.38	1	06E	380	7
450	INEZ WAY	449 TYLER AVE	448 BEEDE AVE	0.09	06H15	04E	90	7
852	INVERNESS COURT	849 LOCHCARRON DRIVE	END	0.02	06H15	05H	20	7
212	IOWA CITY RD	10 LOMA RICA RD	11 FRUITLAND RD	1.59	07G41	06C	1590	7
828	IRISH DRAUGHT WAY	654 EUGENE DRIVE	830 CITATION DRIVE	0.11	06H25	01E	110	7
752	IRONWOOD STREET	751 WATER LEAF STREET	753 SUTTER TRAILS STREET	0.11	06H25	03D	110	7
320	ISLAND AVE	END	23 GRAND AVE	0.21	06H15	07B	210	7
697	ISLEWORTH WAY	688 ARLINGTON WAY	END	0.16	06H25	10E	160	7
15	JACK SLOUGH RD	MVL	14 WOODRUFF LANE	3.76	06H15	01D	3760	5
144	JACKSON ST	SH049	147 SPRING ST	0.24	07G1	03A	240	7
637	JACOBY CREEK COURT	635 BIDWELL BAR DRIVE	END	0.08	06H25	08F	80	7
817	JANA WAY	816 JORDAN DRIVE	818 WALLEN DRIVE	0.11	06H15	04J	110	7
390	JANET AVE	22 ARBOGA ROAD	END	0.06	06H15	06D	60	7
526	JASON DR	525 SILVERWOOD ST	END	0.23	06H15	05D	230	7
331	JASPER LANE	334 OSTROM ROAD	40 SPENCEVILLE RD	3.70	2	07D	3700	7

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438	JAY ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	06H15	06C	240	7
180	JAYNES LN	8 MARYSVILLE RD	179 OLD MARYSVILLE R	0.04	1	06H	40	7
463	JEFFERY CT	461 TWAIN DRIVE	END	0.09	06H25	01G	90	7
781	JEWELFLOWER STREET	783 GOLDENSTAR STREET	783 GOLDENSTAR STREET	0.52	06H25	03D	520	7
426	JEWETT AVE	END	376 BROPHY ROAD	0.48	2	06C	480	7
166	JIGGS RD	164 PONDEROSA WY	END	0.28	07G	03D	280	7
819	JILLIAN DRIVE	816 JORDAN DRIVE	818 WALLEN DRIVE	0.14	06H15	04J	140	7
217	JOINES RD	SH020	216 SPRING VALLEY RD	0.84	07G	09B	840	7
591	JONES BAR COURT	590 JONES BAR TRAIL	END	0.04	06H25	08F	40	7
590	JONES BAR TRAIL	589 SECRET LAKE TRAIL	592 INDEPENDENCE TRAIL	0.19	06H25	08F	190	7
816	JORDAN DRIVE	36 HAMMONTON-SMARTVILLE ROAD	815 BISHOP LANE	0.23	06H15	04J	230	7
153	JOY CIRCLE	1 LA PORTE RD	END	0.36	07G1	02H	360	7
274	JUDY ST	271 VICKIE DR	END	0.18	07G41	05F	180	7
678	JUNE WAY	677 SUMMERFIELD LANE	676 AUGUST WAY	0.06	06H25	11G	60	7
535	KAREN WAY	442 FIR RD	444 CHESTNUT RD	0.19	06H15	07D	186	7
727	KARTIKEYA AVENUE	724 SEYKOTA AVENUE	726 SUNDARI AVENUE	0.12	06H25	01F	120	7
823	KATRINA DRIVE	573 RICK DRIVE	N SUBDIVISION BOUNDARY	0.08	06H15	04H	80	7
400	KAY ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	06H15	06C	240	7
157	KELLY RD	8 MARYSVILLE RD	7 MOONSHINE RD	1.60	07G	04H	1600	7
682	KENSINGTON DRIVE	44 RIVER OAKS BLVD	END	0.24	06K25	10E	240	7
888	KENT WAY	S SUBDIVISION BOUNDARY	END	0.08	06H15	06f	80	7
471	KENWOOD WAY	469 FERNWOOD DR	469 FERNWOOD DR	0.31	06H15	05E	310	7
224	KIBBE RD	LOMA RICA RD	10 SH020	2.02	06G55	04J	2020	7
905	KILBIRNIE WAY	848 TURNBERRY DRIVE	849 LOCHCARRON DRIVE	0.01	06H15	06H	10	7
237	KIMBALL LANE	14 WOODRUFF LANE	15 JACK SLOUGH RD	3.27	06G55	05G	3270	7
279	KIMBERLY RD	10 LOMA RICA RD	283 DAWN DR	1.87	07G	07B	1870	7
509	KIMERER DR	317 ALICIA AVE	END	0.02	06H15	06C	20	7
846	KIRKILL DRIVE	847 STONEHAVEN DRIVE	845 REDGOLD STREET	0.19	06H15	05H	190	7
598	KNEEBONE COURT	592 INDEPENDENCE TRAIL	END	0.04	06H25	08F	40	7
641	KNIGHTS FERRY DRIVE	640 FELTON WAY	END	0.58	06H25	08E	130	7
208	KROSENS RD	206 LOOP ROAD	END	0.89	07G41	02H	890	7
813	KYRI COURT	812 PARTRIDGE PARKWAY	END	0.02	625	03E	20	7
1	LA PORTE RD	PLU NF BDRY/BUT CO LINE	PLU CO LINE	6.79	1	04F	6790	5
1	LA PORTE RD	BUT CO	BUT CO	8.35	1	06D	8350	5
1	LA PORTE RD	BUT CO	4 WILLOW GLEN RD	4.31	1	06C	4310	5
1	LA PORTE RD	BUT CO LINE	PLU NF BDRY BUT CO L	2.50	07G	04F	2500	5
740	LADY FERN STREET	735 YARROW STREET	739 VELVET LEAF STREET	0.23	06H25	03D	230	7
531	LAGO RD	UBRAN LIMIT	END	0.17	06H15	05H	165	7
531	LAGO RD	34 GRIFFITH AVE	URBAN LIMIT	0.06	06H15	05H	55	7
102	LAGUE RD	1 LA PORTE RD	END	1.85	07G	04D	1850	7
139	LAKE FRANCIS RD	8 MARYSVILLE RD	1051	2.76	07G	06F	2760	7
648	LAKEPORT WAY	652 LOCKWOOD DRIVE	647 PRESIDIO WAY	0.20	06H25	08E	201	7
209	LAMBERT	206 LOOP ROAD	END	0.30	07G41	02H	300	7

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557	LARIAT LN	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
874	LARNER WAY	323 ELLA AVENUE	END	0.13	06H25	02E	130	7
542	LARRY ST	541 DEATON DR	543 DONALD DR	0.17	06H25	01F	166	7
486	LARSON ST	485 LEVER AVE	32 MC GOWAN PKWY	0.18	06H25	01G	180	7
388	LAUREL AVE	END	22 ARBOGA ROAD	0.38	06H15	06C	380	7
214	LAUREL LANE	215 OLD HIGHWAY	END	0.83	06G	07H	830	7
431	LAUREL WAY	323 ELLA AVENUE	END	0.10	06H25	02D	100	7
233	LAURELLEN RD	SH070	END	1.11	06G55	09A	1110	7
327	LEACH ROAD	END	26 FORTY MILE RD	2.22	06H	05J	2220	7
681	LEIGHTON GROVE DRIVE	44 RIVER OAKS BLVD	687 NOTTING HILL WAY	0.36	06H25	10E	360	7
440	LEON AVE	36 HMT SMTVLE RD	434 SCALES ST	0.07	06H15	06D	70	7
485	LEVER AVE	END	461 TWAIN DR	0.63	06H25	01G	630	7
328	LEWIS RD	330 DRY CRK LEVEE	28 WHEATLAND RD	1.15	2	08D	1150	7
250	LINCOLN AVE	224 KIBBE ROAD	END	0.81	07G	09A	810	7
360	LINDA AVE	36 HMT SMTVLE RD	35 N BEALE ROAD	0.72	06H15	05E	720	5
360	LINDA AVE	35 N BEALE ROAD	34 GRIFFITH AVE	0.95	06H15	05G	950	7
613	LINDENMEIR DRIVE	45 PLUMAS LAKE BLVD	611 CASA DULCE WAY	0.22	06H25	08F	220	7
21	LINDHURST AVE	35 N BEALE RD	SH070	1.94	06H15	05C	1940	5
855	LINKS PARKWAY	25 PLUMAS ARBOGA ROAD	END	0.50	06H25	03D	500	7
527	LISA WY	526 JASON DR	END	0.37	06H15	05D	370	7
256	LITTLEFIELD RD	11 FRUITLAND RD	END	0.57	07G41	01F	570	7
507	LOBATA RD	219 BALD MT RD	END	0.17	07G	07C	170	7
849	LOCHCARRON DRIVE	850 WESTHILL DRIVE	N SUBDIVISION BOUNDARY	0.22	06H15	05H	220	7
849	LOCHCARRON DRIVE	N SUBDIVISION BOUNDARY	904 GLASGLOW DRIVE	0.018	06H15	05H	510	7
652	LOCKWOOD DRIVE	648 LAKEPORT WAY	44 RIVER OAKS BLVD	0.13	2	09B	130	7
10	LOMA RICA RD	SH020	8 MARYSVILLE RD	14.60	06G55	04J	14600	5
675	LONG HORN TRAIL DRIVE	674 SUNDANCE DRIVE	615 HIDDEN CREEK DRIVE	0.17	06H25	08F	110	7
41	LONG RAVINE RD	42 CAMP FAR WEST	40 SPENCEVILLE RD	1.70	2	06G	1700	6
206	LOOP RD	10 LOMA RICA RD	11 FRUITLAND RD	1.39	07G41	03J	1390	7
204	LOS VERJELES RD	10 LOMA RICA RD	BUT CO	2.56	07G	07C	2560	5
111	LOST CR DAM RD	1 LA PORTE RD	BUT CO	0.58	1	04G	580	7
703	LOST CREEK RANCH DRIVE	600 ZANES DRIVE	END	0.20	06H25	08F	200	7
759	LOST TRAIL DRIVE	606 COFFEE CREEK WAY	761 DRY GULCH TRAIL DRIVE	0.27	06H25	08F	270	7
861	LOTHLAND COURT	857 CALABRESE WAY	END	0.04	2	09B	40	7
511	LOWE AVE	36 HMT SMTVLE RD	35 N BEALE RD	0.20	06H15	05D	200	7
650	LUCERN COURT	648 LAKEPORT WAY	END	0.06	2	09B	60	7
337	MAGE AVE	336 ROSE AVENUE	END	0.34	06H25	01H	340	7
227	MAGNOLIA RD	SH070	END	1.03	06G55	02A	1030	7
248	MAGONIGAL LN	36 HAMMONTON-SMRTSVLL RD	END	0.19	2	09J	190	7
896	MANCHESTER DRIVE	895 NEWCASTLE WAY	REMINGTON WAY	0.06	06H15	06G	60	7
278	MANZANITA LN	202 RICES XING RD	END	0.11	07G	06E	110	7
363	MAPES WAY	END	361 HILE AVE	0.09	06H15	05E	90	7
363	MAPES WAY	361 HILE AVE	36 HMT SMTVLE RD	0.17	06H15	04F	170	7

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496	MAPLEHURST ST	22 ARBOGA RD	499 BIGLOW DR	0.44	06H25	02E	440	7
646	MARIN COURT	644 TIBURON WAY	END	0.05	2	09B	50	7
577	MARSH DR	576 RIVER RUN DR	578 SHALLOW CR	0.12	06H15	06F	116	7
488	MARTEL DR	460 EVELYN DR	414 OLIVE AVE	0.46	06H25	01G	460	7
140	MARTIN ROAD	1 LA PORTE RD	END	0.83	07G	04C	830	7
395	MARY AVE	32 MC GOWAN PKWY	396 GEORGE AVE	0.67	06H25	01F	670	7
657	MARYCLAIR DRIVE	22 ARBOGA ROAD	END	0.24	06H25	11E	240	7
656	MARYPAT DRIVE	657 MARYCLAIR DRIVE	496 MAPLEHURST ST	0.06	06H25	11E	60	7
8	MARYSVILLE RD	SH020	4 WILLOW GLEN RD	11.32	07G	09B	11320	4
8	MARYSVILLE RD	4 WILLOW GLEN RD	129 OREGON HILL RD	11.57	07G	06D	12930	4
8	MARYSVILLE RD	129 OREGON HILL RD	SH049	7.93	07G	06G	7000	4
226	MATHEWS LANE	14 WOODRUFF LANE	13 RAMIREZ ROAD	3.59	06G55	05F	3590	5
667	MAVERICK DRIVE	673 HIGHNOON DRIVE	631 TABLE MOUNTAIN DRIVE	0.28	06H25	08F	280	7
265	MAYER RD	SH070	241 SADDLEBACK DR	0.20	06G55	08A	200	7
480	MAYWOOD CT	469 FERNWOOD DR	END	0.03	06H15	06E	30	7
516	MAYWOOD DR	369 GROVE AVE	469 FERNWOOD DR	0.19	06H15	05E	190	7
872	MICALISTER COURT	873 DUNWOODY DRIVE	END	0.12	06H25	02E	120	7
619	MCCARTHY AVENUE	617 ANGELICA WAY	621 BLUEBELL AVE	0.09	06H25	01F	90	7
244	MCGANNEY LANE	36 HAMMONTON-SMRTSVLL RD	19 SMARTSVILLE RD	0.85	07G53	06A	850	7
32	MCGOWAN PARKWY	22 ARBOGA ROAD	SH070	1.06	06H25	01E	1060	4
32	MCGOWAN PARKWY	SH070	SH065	0.72	06H25	01H	720	4
32	MCGOWAN PKWY	SH065	20 RANCHO RD	0.19	06H25	01H	190	5
124	MCCLAIN RD	125 GARDEN VLY RD	END	3.52	07G	03H	3520	7
402	MCCLAUGHLIN WAY	36 HMT SMTVLE RD	361 HILE AVE	0.17	06H15	04F	170	7
824	MEADOW BROOK WAY	844 RIVER WOOD DRUVE	843 MOSS GLEN LOOP	0.45	06H15	06G	400	7
518	MEADOW CT	489 MEADOW WAY	END	0.08	06H15	10F	80	7
743	MEADOW RANCH STREET	742 HUNTER'S CREEK STREET	744 MORNING GLORY STREET	0.28	06H25	03D	280	7
504	MEADOW VALLEY RD	138 TEXAS HILL RD	END	0.57	1	08E	570	7
489	MEADOW WAY	458 BOMANN DR	349 ELEVENTH AVE	0.28	06H15	10F	280	7
821	MELISSA COURT	820 HORMAN DRIVE	END	0.03	06H15	04J	30	7
447	MELODY ROAD	22 ARBOGA ROAD	446 FURNEAUX RD	0.77	06H15	08E	770	7
156	MERRIAM RD	8 MARYSVILLE RD	END	0.60	1	08E	600	7
160	MILL RD	120 PENDOLA EXT	END	0.58	1	05H	580	7
148	MILL ST	146 CLEVELAND AVE	144 JACKSON ST	0.56	07G1	04B	560	7
838	MILLFRONT COURT	825 STONEY CREEK WAY	END	0.04	06H15	06G	40	7
630	MINERAL SPRINGS COURT	565 COBBLESTONE DR	END	0.05	06H15	06E	50	7
898	MINORIES DRIVE	899 PEMBROKE DRIVE	E SUBDIVISION BOUNDARY	0.23	2	09C	240	7
898	MINORIES DRIVE	44 RIVER OAKS BLVD	NE SUBDIVISION BOUNDARY	0.02	2	09C	20	7
803	MISSION COURT	468 WILDWOOD DRIVE	END	0.07	06H15	06G	70	7
617	MISSOURI BAR COURT	592 INDEPENDENCE TRAIL	END	0.06	06H25	08F	60	7
596	MISSOURI BAR TRAIL	592 INDEPENDENCE TRAIL	44 RIVER OAKS BLVD	0.07	06H25	08F	70	7
368	MONTCLAIR AVE	36 HMT SMTVLE RD	END	0.30	06H15	05D	300	7
800	MONTEREY WAY	797 SANTA CRUZ DRIVE	END	0.30	2	09B	300	7

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ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
378	MOON AVE	379 SUN AVENUE	35 N BEALE ROAD	0.342	06C	06C	340	7
7	MOONSHINE RD	8 MARYSVILLE RD	SH049	5.121	07G	07G	5120	7
163	MORAN RD	129 OREGON HILL	END	1.16	07G	04F	1160	7
711	MORGAN DRIVE	761 DRY GULCH TRAIL DRIVE	END	0.35	06H25	08F	210	7
744	MORNING GLORY STREET	743 MEADOW RANCH STREET	736 BAMBOO STREET	0.11	06H25	03D	110	7
422	MORRISON RD	SH065	END	0.392	08C	08C	390	7
843	MOSS GLEN LOOP	824 MEADOW BROOK WAY	824 MEADOW BROOK	0.40	06H15	06G	400	7
115	MT HOUSE RD	146 CLEVELAND AVE	SIE CO	1.56	07G1	03B	1560	7
609	MUIR RANCH COURT	588 SOLDIERS RANCH WAY	END	0.08	06H25	08F	80	7
154	MULOCK RD	1 LA PORTE RD	END	0.09	07G1	02H	90	7
403	MURPHY RD	43 FEATHER RIVER BLVD	END	0.44	06H25	01D	900	7
257	MUSHOLT RD	260 YUBA NEVADA RD	138 TEXAS HILL RD	0.40	07G	06E	400	7
705	MUSTANG COURT	606 COFFEE CREEK WAY	END	0.03	06H25	08F	30	7
306	MYRNA AVE	43 FEATHER RIVER RD	END	0.22	06H15	08C	220	7
391	N GLEDHILL AVE	23 GRAND AVE	388 LAUREL AVE	0.18	06H15	06C	180	7
275	NEIL DR	271 VICKIE DR	END	0.06	07G41	05F	60	7
131	NERO RD	1 LA PORTE RD	END	0.51	07G	03E	510	7
103	NEW YORK FLAT RD	BUT CO	1 LA PORTE RD	3.40	07G	03E	3400	7
137	NEW YORK HOUSE RD	5 FRENCHTOWN RD	1 LA PORTE RD	4.22	07G	04E	4220	7
895	NEWCASTLE WAY	659 RIVERBANK DRIVE	MANCHESTER DRIVE	0.06	06H15	06G	60	7
663	NIAGARA CREEK WAY	580 WATERFALL DRIVE	659 RIVER BANK DRIVE	0.11	06H15	06E	110	7
894	NIBLICK WAY	44 RIVER OAKS BLVD	892 SAINT ANDREWS DRIVE	0.03	06H25	06F	30	7
779	NIGHT HERON STREET	855 LINKS PARKWAY	778 FLAMINGO STREET	0.19	06H25	03D	190	7
347	NINTH AVE	357 POWERLINE RD	END	0.80	06H15	09F	800	7
347	NINTH AVE	22 ARBOGA ROAD	353 PACIFIC AVE	0.12	06H15	09D	120	7
35	NO BEALE RD	URL .26M E/GRIFFITH AVE	1.8 W/MAIN GATE BEALE AFB	2.382	06C	06C	2380	4
35	NO BEALE RD	1.8 W/MAIN GATE BEALE AFB	URL .35M W/MAIN GATE BEALE AFB	1.652	05H	05H	1650	5
35	NO BEALE RD	SH070	URBAN LIMIT	3.63	06H15	05B	3650	4
35	NO BEALE RD	.35M W/MAIN GATE BEALE AFB	1016 BEALE AFB BDRY	0.35	06H15	05H	350	5
230	NOBLE RD	SH070	END	0.69	06G55	04A	690	7
877	NORBY COURT	874 LARNER WAY	END	0.13	06H25	02E	130	7
254	NORTH AVE	11 FRUITLAND RD	255 SUMMIT AVE	0.11	07G4	03H	110	7
717	NORTH FORK WAY	566 EDGEWATER CIR	715 PYRAMID CREEK DRIVE	0.13	06H15	06F	130	7
170	NORTH LOOP RD	1 LA PORTE ROAD	155 TAYLOR WAY	0.05	07G1	02G	50	7
266	NORTH ROBERTA WAY	234 DOC ADAMS RD	END	0.11	06H15	01A	110	7
687	NOTTING HILL WAY	689 TURNBRIDGE WAY	684 PADDINGTON WAY	0.28	06H25	10E	280	7
900	NYE COURT	898 MINORIES DRIVE	END	0.012	09C	09C	10	7
889	OAK PARK DRIVE	372 PARK AVENUE	369 GROVE AVENUE	0.13	06H15	06F	130	7
112	OAK VALLEY RD	113 OLD OAK VLY RD	SH049	0.291	05H	05H	290	7
29	OAKLEY LANE	28 WHEATLAND RD	SH065	2.482	09D	09D	2840	7
467	OAKWOOD DR	566 EDGEWATER CIR	465 PARK CIR	0.44	06H15	06E	438	7
245	O'BRIEN RD	19 SMARTVILLE RD	19 SMARTVILLE RD	0.20	07G53	05A	200	7
722	OCEAN PARK COURT	721 BAYWOOD DRIVE	END	0.06	06H15	06F	60	7

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412	OKMULGEE AVE	END	END	0.18	06H15	09E	180	7
117	OLD CAMPTONVILLE RD	179 OLD MARYSVILLE RD	TAHOE NF BDRY	1.50	07G	04H	1500	7
117	OLD CAMPTONVILLE RD	TAHOE NF BDRY	SH049	0.85	07G	04H	850	7
117	OLD CAMPTONVILLE RD	8 MARYSVILLE RD	179 OLD MARYSVILLE RD	0.03	07G	04H	30	7
105	OLD CHALLENGE RD	3 FORBESTOWN RD	1 LA PORTE RD	0.47	07G1	02E	470	7
290	OLD DOBBINS ROAD	8 MARYSVILLE RD	8 MARYSVILLE RD	0.99	07G	08E	990	7
430	OLD FORTY MILE RD	430 OLD FORTY MILE RD	26 FORTY MILE RD	0.46	06H25	07K	460	7
908	OLD HIGHWAY 20	STATE HIGHWAY 20	STATE HIGHWAY 20	0.67	07G	09D	670	7
643	OLD INDIANA RANCH ROAD	135 INDIANA RANCH RD	135 INDIANA RANCH RD	1.05	07G	06E	1050	7
107	OLD KNOX RD	1 LA PORTE RD	105 OLD CHLNG RD	2.22	07G1	02G	2220	7
107	OLD KNOX RD	1 LA PORTE ROAD	105 OLD CHLNG RD	0.35	07G1	02G	350	7
109	OLD LA PORTE RD	PLU NF BDRY	1 LA PORTE RD	0.21	07G1	02H	210	7
109	OLD LA PORTE RD	1 LA PORTE RD	PLU NF BDRY	0.20	07G1	02H	200	7
179	OLD MARYSVILLE RD	180 JAYNES LN	END	0.45	1	06H	610	7
408	OLD MARYSVILLE RD	25 PLUMAS ARBOGA RD	END	0.50	06H25	07G	500	7
113	OLD OAK VALLEY RD	SIE CO	112 OAK VALLEY RD	0.20	1	05H	200	7
142	OLD S H ALIGN	SH049	SIE CO	0.14	1	05H	140	7
215	OLD STATE HIGHWAY	SH070	END	0.39	06G	07H	390	7
121	OLD TOLL RD	8 MARYSVILLE RD	7 MOONSHINE RD	4.32	07G	04H	4320	7
680	OLEANER LANE	380 DUNNING AVE	360 LINDA AVE	0.14	06H15	05F	140	7
414	OLIVE AVE	32 MC GOWAN PKWY	END	0.67	06H25	01G	670	7
521	OLIVE CT	414 OLIVE AVE	END	0.04	06H15	10G	40	7
31	OLIVEHURST AVE	21 LINDHURST AVE	32 MC GOWAN PKWY	1.85	06H15	08E	1850	4
634	OREGON CREEK WAY	632 GOLDEN GATE DRIVE	END	0.10	06H25	08F	100	7
129	OREGON HILL RD	8 MARYSVILLE RD	1 LA PORTE RD	6.78	07G	05F	6780	6
129	OREGON HILL RD	8 MARYSVILLE RD	1 LA PORTE RD	5.00	07G	05F	5000	6
645	ORICK WAY	44 RIVER OAKS BLVD	END	0.06	2	09B	60	7
651	ORINDA COURT	644 TIBURON WAY	END	0.03	2	09B	30	7
334	OSTROM RD	20 RANCHO RD	1014	7.22	06H25	02K	7490	7
810	OWL NEST DRIVE	806 PHEASANT RUN DRIVE	END	0.04	625	03E	40	7
762	OXBOW COURT	761 DRY GULCH TRAIL DRIVE	END	0.05	06H25	08F	50	7
690	OXFORD COURT	681 LEIGHTON GROVE DRIVE	END	0.04	06H25	10E	40	7
353	PACIFIC AVE	349 ELEVENTH AVE	345 SEVENTH AVE	0.50	06H15	10E	500	7
443	PACKARD AVE	36 HMT SMTVLE RD	322 SARTORI AVE	0.34	06H15	06D	340	7
684	PADDINGTON WAY	681 LEIGHTON GROVE DRIVE	697 ISLEWORTH WAY	0.79	06H25	10E	790	7
372	PARK AVE	END	END	0.78	06H15	05E	780	7
465	PARK CIRCLE	464 WOODLAND DR	464 WOODLAND DR	0.58	06H15	05F	580	7
474	PARK CT	465 PARK CIRCLE	END	0.02	06H15	05E	20	7
812	PARTRIDGE PARKWAY	498 ARCANO AVENUE	END	0.20	625	03E	200	7
321	PASADO RD	321 PASADO RD	22 ARBOGA RD	0.47	06H15	07C	470	7
272	PAT LN	271 VICKIE DR	END	0.08	07G41	05F	80	7
887	PEACHTREE DRIVE	885 CLING DRIVE	659 RIVERBANK DRIVE	0.22	06H15	06H	220	7
768	PEARL WAY	767 POTOMAC WAY	END	0.02	2	09B	20	7

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773	PECOS WAY	772 COLORADO DRIVE	END	0.37	2	09B	370	7
899	PEMBROKE DRIVE	44 RIVER OAKS BLVD	E SUBDIVISION BOUNDARY	0.052		09C	50	7
120	PENDOLA EXT	119 PENDOLA RD	123 WEEDS POINT RD	5.20	07G	03H	5200	7
119	PENDOLA RD	117 OLD CMPTNV RD	120 PENDOLA EXT	3.25	07G1	03A	3250	7
9	PEORIA RD	SH020	8 MARYSVILLE RD	5.79	07G	07C	5790	6
868	PERRIN WAY	22 ARBOGA ROAD	876 PITTENGER DRIVE	0.03	06H25	02E	30	7
806	PHEASANT RUN DRIVE	22 ARBOGA ROAD	812 PARTRIDGE PARKWAY	0.29	625	03E	290	7
116	PIKE CITY RD	146 CLEVELAND AVE	TAHOE NF BDRY	1.46	07G1	04A	1460	7
116	PIKE CITY RD	SJE CO	TAHOE NF BDRY	2.00	07G	04J	2000	7
162	PINE MEADOW RD	1 LA PORTE RD	END	0.16	1	06D	159	7
470	PINEWOOD WAY	469 FERNWOOD DR	END	0.36	06H15	06F	360	7
876	PITTENGER DRIVE	868 PERRIN WAY	869 TARRANT DRIVE	0.06	06H25	02E	60	7
242	PLANTZ RD	SH020	1037	0.51	06G55	09F	510	7
25	PLUMAS ARBOGA RD	405 ALGODON RD	26 FORTY MILE RD	1.60	06H25	07G	1599	5
25	PLUMAS ARBOGA RD	43 FEATHER RIVER BOULEVARD	22 ARBOGA ROAD	1.08	06H25	07D	1080	5
25	PLUMAS ARBOGA RD	URBAN LIMIT	405 ALGODON RD	2.21	06H25	05G	2210	5
25	PLUMAS ARBOGA RD	22 ARBOGA ROAD	URBAN LIMIT	0.63	06H25	04E	630	5
301	PLUMAS AVE	END	43 FEATHER RIVER RD	0.49	06H25	04C	490	7
45	PLUMAS LAKE BLVD	405 ALGODON RD	EAST END @ SH070	0.70	06H25	08F	340	5
758	PLUMAS LINKS STREET	757 STARFLOWER STREET	END	0.26	06H25	03D	260	7
584	PLUMAS SCHOOL RD	25 PLUMAS ARBOGA RD	430 OLD FORTY MILE RD	1.03	06H25	07K	1027	7
409	PLUTE RD	334 OSTRUM RD	END	0.29	06H25	02K	290	7
594	POINT DEFIANCE COURT	592 INDEPENDENCE TRAIL	END	0.09	06H25	08F	90	7
567	POLLYWOG COURT	569 SHORELINE DRIVE	END	0.05	06H15	06F	50	7
568	POND VIEW DR	566 EDGEWATER CIR	364 RUPERT AVE	0.49	06H15	06E	60	7
704	PONDEROSA RANCH WAY	606 COFFEE CREEK WAY	706 THUNDER RANCH WAY	0.15	06H25	08F	150	7
164	PONDEROSA WY	1 LA PORTE RD	1058 PONDEROSA WAY	0.64	07G	04D	650	7
311	POPLAR AVE	314 CEDAR LANE	441 RIVERSIDE DR	0.31	06H15	06B	310	7
660	POPPY WAY	659 RIVER BANK DRIVE	580 WATERFALL DRIVE	0.11	06H15	06E	110	7
767	POTOMAC WAY	766 POWDER WAY	765 CIMARRON DRIVE	0.33	2	09B	330	7
766	POWDER WAY	44 RIVER OAKS BLVD	END	0.17	2	09B	170	7
243	POWELL RD	242 PLANTZ ROAD	END	0.70	06G55	09F	700	7
357	POWERLINE RD	31 OLIVEHURST AVE	32 MC GOWAN PKWY	1.86	06H15	08E	1860	5
647	PRESIDO WAY	648 LAKEPORT WAY	644 TIBURON WAY	0.17	2	09B	170	7
628	PUDDLE DRIVE	364 RUPERT AVE	END	0.10	06H15	06F	100	7
814	PURPLE MARTIN ROAD	498 ARCANO AVENUE	END	0.03	625	03E	30	7
715	PYRAMID CREEK DRIVE	479 BAYWOOD DRIVE	717 NORTH FORK	0.31	06H15	06F	310	7
691	RAINHAM COURT	681 LEIGHTON GROVE DRIVE	END	0.08	06H25	10E	80	7
13	RAMIREZ RD	SH070	BUT CO	7.49	06G	08H	7490	5
20	RANCHO RD	URL .1M S/MCGOWAN PKWY	OSTROM RD	0.80	06H25	02J	800	6
20	RANCHO RD	SH065	OSTROM RD	2.69	2	08C	3490	7
20	RANCHO RD	URBAN LIMIT	32 MCGOWAN PKWY	0.10	06H25	01J	100	5
20	RANCHO RD	32 MCGOWAN PKWY	END	0.34	06H25	01H	340	7

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625	RAPID WATER WAY	568 POND VIEW DR	END	0.13	06H15	06E	130	7
581	RAVINE COURT	578 SHALLOW CREEK DR	END	0.02	06H15	06E	20	7
737	RAZORBILL STREET	736 BAMBOO STREET	746 DEERWOOD STREET	0.06	06H25	03D	60	7
371	REDBURN AVE	35 N BEALE ROAD	427 ASH WAY	0.15	06H15	05E	150	7
845	REDGOLD STREET	34 GRIFFITH AVENUE	END	0.25	06H15	05H	250	7
284	REDHILL RD	220 DOLAN HARDING R	285 REDHILL WY	1.12	07G	08C	1120	7
285	REDHILL WY	284 REDHILL RD	END	0.02	07G	07C	20	7
389	REDWOOD AVE	22 ARBOGA ROAD	END	0.05	06H15	06C	50	7
478	REDWOOD CT	469 FERNWOOD DR	END	0.04	06H15	06E	40	7
897	REMINGTON WAY	896 MANCHESTER DRIVE	RIVERBANK DRIVE	0.08	06H15	06G	80	7
202	RICES CROSSING RD	8 MARYSVILLE RD	1057 RICES CROSSING RD	3.68	07G	06E	3680	6
203	RICES TEX HILL RD	202 RICES CROSSING	138 TEXAS HILL RD	2.51	07G	06E	2510	7
425	RICH RD	43 FEATHER RIVER RD	END	0.42	06H25	08C	420	7
573	RICK DR	572 TREVOR DR	END	0.19	06H15	04G	23	7
159	RIDGE RD	SH049	END YC MAINTAINED	0.26	1	07H	260	5
159	RIDGE RD	END YC MAINTAINED	S180 SIE CO RD	3.70	1	07H	3960	5
595	RIM COURT	594 POINT DEFIANCE COURT	END	0.02	06H25	08F	20	7
718	RIPTIDE WAY	715 PYRAMID CREEK DRIVE	716 WHITEWATER DRIVE	0.05	06H15	06F	50	7
837	RITA COURT	888 KATRINA DRIVE	END	0.02	06H15	04H	20	7
659	RIVER BANK DR	566 EDGEWATER CIRCLE	879 GOLDFIELDS PKWY	0.62	06H15	06E	400	5
659	RIVER BANK DR	581 RAVINE COURT	566 EDGEWATER CIR	0.33	06H15	06E	320	7
659	RIVER BANK DR	879 GOLDFIELDS PKWY	883 SEEDLING WAY	0.08	06H15	06E	80	7
44	RIVER OAKS BLVD	43 FEATHER RIVER BLVD	N SUBDIVISION BOUNDRY (ROSS RANCH)	4.56	06H25	08F	3790	4
721	RIVER ROCK DRIVE	822 STONEWOOD LOOP	824 MEADOW BROOK WAY	0.17	06H15	06F	160	7
576	RIVER RUN DR	577 MARSH DR	659 RIVER BANK DR	0.64	06H15	06F	310	7
844	RIVER WOOD DRIVE	822 STONE WOOD LOOP	824 MEADOW BROOK	0.17	06H15	06G	170	7
441	RIVERSIDE DR	43 FEATHER RIVER	310 SYCAMORE AVE	0.81	06H15	06B	810	5
441	RIVERSIDE DR	310 SYCAMORE AVE	END	0.19	06H15	05B	190	7
100	ROAD 100	1 LA PORTE RD	1 LA PORTE RD	0.35	1	04G	350	7
639	ROARING CAMP COURT	635 BIDWELL BAR DRIVE	END	0.13	06H25	08F	130	7
826	ROARING RAPIDS WAY	822 STONEWOOD LOOP	721 RIVER ROCK DRIVE	0.12	06H15	06G	120	7
586	ROBERTA AVENUE	544 SUTTER ST	END	0.26	06H15	05G	260	7
827	ROCK CLIFF COURT	721 RIVER ROCK DRIVE	END	0.03	06H15	06G	30	7
769	ROCKWOOD COURT	765 CIMARRON DRIVE	END	0.08	2	09B	80	7
558	RODEO WY	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
796	ROHNERT COURT	786 RUTHERFORD WAY	END	0.05	2	09B	50	7
336	ROSE AVE	32 MC GOWAN PKWY	337 MAGE AVENUE	0.27	06H25	01H	270	7
890	ROSS RANCH CIRCLE	44 RIVER OAKS BLVD	405 ALGODON ROAD	0.51	06H25	06F	510	7
585	ROSSER ROAD	26 FORTY MILE RD	END	0.62	06H25	03J	620	7
50	ROUTE 20	HWY 20	END	0.44	2	02F	440	7
702	ROY RANCH WAY	605 CALYPSO RANCH DRIVE	706 THUNDER RANCH WAY	0.40	06H25	08F	400	7
364	RUPERT AVE	36 HMT SMTVLE RD	566 EDGEWATER CIR	0.82	06H15	06E	320	5
786	RUTHERFORD WAY	43 FEATHER RIVER BOULEVARD	787 ATHERTON WAY	0.09	2	09B	90	7

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316	S GLEDHILL AVE	321 PASADO RD	23 GRAND AVE	0.41	06H15	07C	410	7
771	SABINE COURT	766 POWDER WAY	END	0.08	2	09B	80	7
508	SABINIANA RD	507 LOBATA RD	END	0.23	07G	07C	230	7
241	SADDLEBACK DR	SH070	241 SADDLEBACK DR	0.98	06G55	07A	980	7
892	SAINT ANDREWS DRIVE	894 NIBLICK WAY	891 BERMUDA DRIVE	0.68	06H25	06F	680	7
623	SALMON DRIVE	568 POND VIEW DR	END	0.08	06H15	06F	80	7
662	SAND CASTLE WAY	580 WATERFALL DRIVE	566 EDGEWATER CIR	0.08	06H15	06E	80	7
713	SAND DOLLAR DRIVE	479 BAYWOOD DRIVE	719 WATERFRONT COURT	0.39	06H15	06F	390	7
798	SANTA BARBARA WAY	44 RIVER OAKS BLVD	801 STINSON WAY	0.25	2	09B	250	7
797	SANTA CRUZ DRIVE	44 RIVER OAKS BLVD	798 SANTA BARBARA WAY	0.19	2	09B	190	7
322	SARTORI AVE	443 PACKARD AVE	21 LINDHURST AVE	0.20	06H15	06D	200	7
434	SCALES AVENUE	21 LINDHURST AVE	END	0.19	06H15	06D	190	7
2	SCALES RD	1 LA PORTE RD	SIE CO	7.81	1	03H	7810	7
149	SCHOOL ST	148 MILL STREET	146 CLEVELAND AVE	0.18	07G1	03B	180	7
222	SCOTT FORBES RD	9 PEORIA ROAD	1055	5.05	07G	08C	5050	7
205	SCOTT GRANT RD	8 MARYSVILLE RD	10 LOMA RICA RD	1.56	2	01E	1560	7
851	SCOTTSCRAIG COURT	849 LOCHCARRON DRIVE	END	0.02	06H15	05H	20	7
804	SEA CLIFF COURT	800 MONTEREY WAY	END	0.03	2	09B	30	7
805	SEA SIDE COURT	800 MONTEREY WAY	END	0.06	2	09B	60	7
340	SECOND AVE	444 CHESTNUT RD	END	0.41	06H15	08E	410	7
589	SECRET LAKE TRAIL	593 CANYON CREEK TRAIL	END	0.24	06H25	08F	240	7
883	SEEDLING WAY	878 AUTUMN LANE	659 RIVERBANK DRIVE	0.18	06H15	06H	180	7
455	SEVENTEENTH ST	357 POWERLINE RD	355 FLEMING WAY	0.24	06H25	01G	240	7
345	SEVENTH AVE	22 ARBOGA RD	357 POWERLINE RD	0.98	06H15	09D	980	5
724	SEYKOTA AVENUE	723 BRIANNA AVENUE	END	0.13	06H25	01F	130	7
429	SHAD RD	35 N BEALE ROAD	END	0.39	06H15	05B	390	7
578	SHALLOW CREEK DR	END	566 EDGEWATER CIR	0.05	06H15	06F	54	7
366	SHARP AVE	443 PACKARD AVE	21 LINDHURST AVE	0.11	06H15	06D	110	7
398	SHASTA WAY	372 PARK AVENUE	END	0.15	06H15	05E	150	7
733	SHAY AVENUE	730 CHYSTAL COURT	734 HICKS AVENUE	0.16	06H25	01F	160	7
229	SHELL RD NO 2	14 WOODRUFF LANE	END	0.30	06G55	04A	300	7
612	SHERIDAN RANCH CIRCLE	613 LINDENMEIR DRIVE	613 LINDENMEIR DRIVE	0.20	06H25	08F	200	7
413	SHIMER RD	20 RANCHO RD	409 PLUTE RD	0.19	06H25	02J	280	7
841	SHIRES WAY	659 RIVERBANK DRIVE	834 MOSS GLEN LOOP	0.20	06H15	06G	200	7
754	SHOOTING STAR STREET	751 WATER LEAF STREET	753 SUTTER TRAILS STREET	0.08	06H25	03D	80	7
569	SHORELINE DRIVE	364 RUPERT AVE	369 GROVE AVE	0.41	06H15	06E	410	7
530	SHORT CT	527 LISA WY	END	0.03	06H15	05D	30	7
223	SICARD FLAT RD	SH020	9 PEORIA ROAD	1.38	07G	09C	1380	7
750	SIERRA BLUFF STREET	WHEELER RANCH DRIVE	751 WATER LEAF STREET	0.09	06H25	03D	90	7
451	SIERRA WAY	449 TYLER AVE	448 BEEDE AVE	0.09	06H15	05E	90	7
232	SILVA AVE	SH070	END	0.93	06G55	09A	930	7
710	SILVER SPUR WAY	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.36	06H25	08F	360	7
534	SILVERLEAF CT	532 GOLD LEAF WY	END	0.02	06H25	01G	20	7

EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
525	SILVERWOOD ST	35 NORTH BEALE RD	527 LISA WY	0.17	06H15	05D	170	7
17	SIMPSON LANE	URBAN BOUNDARY	MARYSVILLE CL	1.72	06H15	04E	1718	4
17	SIMPSON LANE	36 HMT SMTVLE RD	URBAN BOUNDARY	0.16	06H15	04E	162	4
384	SIMPSON-DANTONI RD	387 DANTONI ROAD	17 SIMPSON LANE	1.19	06H15	03G	1190	7
836	SIR BARTON DRIVE	833 EGYPTIAN WAY	834 BUCKSKIN WAY	0.12	06H25	01E	120	7
433	SIXTEENTH ST	354 ARDMORE AVE	357 POWERLINE RD	0.36	06H25	01F	360	7
344	SIXTH AVE	END	357 POWERLINE RD	0.72	06H15	09E	720	7
732	SKINNER AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.14	06H25	01F	140	7
24	SKY HARBOR DR	22 ARBOGA ROAD	END	0.28	06H15	09D	280	7
482	SKYCREST DR	481 CATALPA ST	514 ACACIA WY	0.06	06H15	07E	60	7
748	SKYLINE COURT	END	END	0.11	06H25	03D	110	7
583	SKYWAY DR	22 ARBOGA ROAD	END	1.30	06H15	10E	1300	7
712	SLINGSHOT DRIVE	614 DARK HORSE WAY	708 BROKEN SPUR WAY	0.21	06H25	08F	210	7
19	SMARTSVILLE RD	SH020	SH020	1.21	07G53	06C	1210	7
211	SMITH RD	10 LOMA RICA RD	END	0.85	07G41	04G	850	7
776	SNOW GOOSE STREET	777 GOLDEN PLOVER STREET	780 SNOWY EGRET STREET	0.11	06H25	03D	110	7
780	SNOWY EGRET STREET	776 SNOW GOOSE STREET	778 FLAMINGO STREET	0.21	06H25	03D	210	7
30	SO BEALE RD	SH065	1021 BEALE AFB BDRY	3.18	2	08C	3180	5
588	SOLDIERS RANCH WAY	589 SECRET LAKE TRAIL	607 BROAD ACRES WAY	0.19	06H25	08F	190	7
658	SOPHIA STREET	496 MAPLEHURST ST	537 CHATEAU DRIVE	0.12	06H25	11E	120	7
267	SOUTH ROBERTA WAY	234 DOC ADAMS RD	END	0.03	06H15	01A	30	7
603	SPANISH RANCH WAY	605 CALYPSO RANCH DRIVE	600 ZANES DRIVE	0.14	06H25	08F	140	7
305	SPECKERT RD	384 SIMPSN DNTNI	END	0.39	06H15	03F	390	7
145	SPENCER ST	END	116 PIKE CITY RD	0.10	07G1	04B	100	7
40	SPENCEVILLE RD	WHEATLAND C/L	BEALE AFB BDRY	6.49	2	08D	6490	5
40	SPENCEVILLE RD	41 LONG RAVINE RD	39 WALDO RD	0.40	2	06F	400	6
40	SPENCEVILLE RD	BEALE AFB BDRY	1017	1.22	2	07F	1220	7
40	SPENCEVILLE RD	1017	NEV CO	2.17	2	06F	2570	7
562	SPINNAKER WY	360 LINDA AVE	END	0.06	06H15	05E	60	7
147	SPRING ST	146 CLEVELAND AVE	148 MILL STREET	0.26	07G1	04A	260	7
216	SPRING VALLEY RD	SH020	8 MARYSVILLE RD	5.70	07G	09A	5700	7
377	STAR AVE	35 N BEALE ROAD	379 SUN AVENUE	0.34	2	06C	340	7
757	STARFLOWER STREET	756 TWINBERRY STREET	758 PLUMAS LINKS STREET	0.07	06H25	03D	70	7
404	STATE ST	WH1	SH065	0.00	2	03K	200	7
528	STEPHENSON ST	525 SILVERWOOD ST	372 PARK AVE	0.25	06H15	05D	250	7
698	STEPNEY WAY	697 ISLEWORTH WAY	END	0.07	06H25	10E	70	7
801	STINSON WAY	798 SANTA BARBARA WAY	END	0.19	2	09B	190	7
822	STONE WOOD LOOP	824 MEADOW BROOK WAY	844 RIVER WOOD DRIVE	0.29	06H15	06G	500	7
847	STONEHAVEN DRIVE	850 WESTHILL DRIVE	845 REDGOLD STREET	0.20	06H15	05H	200	7
268	STONEHEDGE DR	10 LOMA RICA RD	END	0.55	07G	06C	550	7
825	STONEY CREEK WAY	659 RIVERBANK DRIVE	840 WATERVILLE DRIVE	0.19	06H15	06G	190	7
808	SULLIVAN DRIVE	806 PHEASANT RUN DRIVE	END	0.04	625	03E	40	7
886	SUMMER LAND DRIVE	885 CLING DRIVE	659 RIVERBANK DRIVE	0.23	06H15	06H	230	7

EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
677	SUMMERFIELD LANE	678 JUNE WAY	336 ROSE AVENUE	0.24	06H25	11G	240	7
255	SUMMIT AVE	254 NORTH AVE	10 LOMA RICA RD	0.07	07G41	03H	70	7
379	SUN AVE	376 BROPHY ROAD	378 MOON AVENUE	0.38	2	06C	380	7
674	SUNDANCE DRIVE	675 LONG HORN TRAIL	641 KNIGHTS FERRY DRIVE	0.42	06H25	08F	130	7
726	SUNDARI AVENUE	723 BRIANNA AVENUE	734 HICKS AVENUE	0.35	06H25	01F	350	7
492	SUNNY RD	END	BUTTERFLY LANE	0.03	06H25	01E	30	7
492	SUNNY RD	END	BUTTERCOUP LN	0.02	06H25	01E	20	7
492	SUNNY RD	END	BUTTERFLY LN	0.12	06H25	01E	120	7
381	SUNRISE AVE	END	380 DUNNING AVE	0.10	06H15	04F	100	7
383	SUNSET AVE	END	END	0.10	06H15	05F	100	7
382	SUNSHINE AVE	383 SUNSET AVE	381 SUNRISE AVE	0.15	06H15	05F	150	7
544	SUTTER ST	35 NORTH BEALE RD	END	0.20	06H15	05F	203	7
753	SUTTER TRAILS STREET	750 SIERRA BLUFF STREET	756 TWINBERRY STREET	0.18	06H25	03D	150	7
310	SYCAMORE AVE	441 RIVERSIDE DR	315 GARDEN AVE	0.13	06H15	05B	130	7
631	TABLE MOUNTAIN DRIVE	44 RIVER OAKS BLVD	641 KNIGHTS FERRY DRIVE	0.18	06H25	08F	180	7
570	TADPOLE WAY	569 SHORELINE DRIVE	564 CATTAIL DR	0.12	06H15	06F	120	7
749	TAHOE STREET	748 SKYLINE COURT	750 SIERRA BLUFF STREET	0.06	06H25	03D	60	7
225	TANABE RD	226 MATHEWS LN	13 RAMIREZ RD	3.68	06G55	03F	3680	7
774	TANANA COURT	773 PECOS WAY	END	0.08	2	09B	80	7
869	TARRANT DRIVE	876 PITTENGER DRIVE	W SUBDIVISION BOUNDRY	0.08	06H25	02E	80	7
155	TAYLOR WAY	152 MELLON WAY	170 NORTH LOOP RD	0.06	07G1	02G	60	7
348	TENTH AVE	355 FLEMING WAY	357 POWERLINE RD	0.25	06H15	10F	250	7
348	TENTH AVE	351 WESTERN AVE	31 OLIVEHURST AVE	0.25	06H15	10E	250	7
517	TERRY CT	419 BAUGH ST	END	0.06	06H25	01F	60	7
138	TEXAS HILL RD	8 MARYSVILLE RD	8 MARYSVILLE RD	2.78	07G	06E	2780	7
693	THAMES COURT	687 NOTTING HILL WAY	END	0.05	06H25	10E	50	7
341	THIRD AVE	END	444 CHESTNUT RD	0.43	06H15	08E	430	7
300	THIRTEENTH ST	31 OLIVEHURST AVE	354 ARDMORE AVE	0.11	06H15	10E	110	7
213	THOME RD	214 LAUREL LANE	END	0.75	06G44	04J	750	7
624	THREE RIVERS DRIVE	623 SALMON DR	END	0.23	06H15	06F	230	7
706	THUNDER RANCH WAY	600 ZANES DRIVE	END	0.28	06H25	08F	280	7
644	TIBURON WAY	652 LOCKWOOD DRIVE	END	0.45	2	09B	450	7
720	TIDE POOL COURT	714 FALL RIVER DRIVE	END	0.04	06H15	06F	40	7
259	TIMBUCTOO RD	SH020	SH020	2.26	07G	09C	2260	7
520	TISH CIR	317 ALICIA AVE	END	0.25	06H15	06C	250	7
221	TOWNSHIP RD	9 PEORIA RD	220 DOLAN HARDING RD	3.67	07G	09C	3670	7
745	TRAIL LEAF STREET	746 DEERWOOD STREET	736 BAMBOO STREET	0.06	06H25	03D	60	7
666	TRAILHEAD LOOP	659 RIVERBANK DRIVE	659 RIVER BANK DRIVE	0.18	06H15	06E	180	7
574	TREVOR CT	572 TREVOR DR	END	0.02	06H15	04G	20	7
572	TREVOR DR	36 HMT SMTVLE RD	END	0.14	06H15	04G	140	7
903	TUDOR WAY	901 GARNET WAY	E SUBDIVISION BOUNDRY	0.003	2	09C	3	7
445	TULIP ROAD	21 LINDHURST AVE	END	0.11	06H15	08F	110	7
350	TULSA AVE	345 SEVENTH AVE	344 SIXTH AVE	0.19	06H15	09E	190	7

EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
556	TUMBLEWEED WY	543 DONALD DR	541 DEATON DR	0.15	06H25	01F	150	7
848	TURNBERRY DRIVE	33 ERLE ROAD	N SUBDIVISION BOUNDARY	0.49	06H15	05H	510	7
848	TURNBERRY DRIVE	N SUBDIVISION BOUNDARY	904 GLASGLOW DRIVE	0.018	06H15	05H	510	7
689	TURNBRIDGE WAY	686 BELVEDERE WAY	698 STEPNEY WAY	0.21	06H25	10E	210	7
457	TURPEN ST	357 TURPEN RD	END	0.21	06H15	09E	210	7
461	TWAIN DR	460 EVELYN DR	END	0.25	06H25	01G	250	7
756	TWINBERRY STREET	757 STARFLOWER STREET	856 WHEELER RANCH DRIVE	0.21	06H25	03D	220	7
571	TWISTED RIVER DR	364 RUPERT AVE	END	0.43	06H15	06E	160	7
449	TYLER AVE	360 LINDA AVE	450 INEZ WAY	0.13	06H15	05E	130	7
539	VALLEY MEADOWS DRIVE	499 BIGLOW DR	658 SOPHIA STREET	0.26	06H25	02F	91	7
739	VELVET LEAF STREET	736 BAMBOO STREET	740 LADY FERN STREET	0.12	06H25	03D	118	7
791	VENTANA COURT	787 ATHERTON WAY	END	0.04	2	09B	40	7
271	VICKIE DR	264 HILL ROAD	264 HILL ROAD	0.77	07G41	04F	770	7
101	VIERRA RD	1 LA PORTE RD	BUT CO	4.61	07G	04D	4610	7
318	VINE AVE	317 ALICIA AVE	END	0.13	06H15	07C	130	7
473	VINE CT	464 WOODLAND DR	END	0.02	06H15	05F	20	7
500	VINEYARD RD	907 CHUCK YEAGER RD	END	0.43	2	05F	430	7
462	VIRGILIA LANE	461 TWAIN DRIVE	461 TWAIN DRIVE	0.34	06H25	01G	340	7
307	VIRGINIA AVE	EAST LINE TRIA SETBACK LEVEE RW	43 FEATHER RIVER BLVD	0.18	06H15	08C	190	7
210	VIRGINIA RD	211 SMITH ROAD	END	1.05	07G41	04G	1050	7
333	VIRGINIA RD	20 RANCHO RD	33 ERLE ROAD	3.73	2	07C	3730	7
854	VISTA DRIVE	674 SUNDANCE DRIVE	853 BROKEN BIT DRIVE	0.13	06H25	09F	130	7
454	VOLK STREET	372 PARK AVE	369 GROVE AVE	0.11	06H15	06E	110	7
238	W HALLWOOD BLVD	237 KIMBALL LANE	SH020	1.50	06G55	06F	1500	7
39	WALDO RD	40 SPENCEVILLE RD	907 CHUCK YEAGER RD	1.90	2	06F	1900	6
167	WALKER MILL RD	159 RIDGE ROAD	END	0.53	07G	05H	530	7
701	WALLABY RANCH WAY	703 LOST CREEK DRIVE	605 CALYPSO RANCH DRIVE	0.11	06H25	08F	110	7
818	WALLEN DRIVE	36 HAMMONTON-SMARTVILLE ROAD	815 BISHOP LANE	0.25	06H15	04J	250	7
38	WALNUT AVE	240 HALLWOOD BLVD	END	1.02	06G55	07J	1020	7
38	WALNUT AVE	SH020	240 HALLWOOD BLVD	1.86	06G55	08F	1860	7
437	WAREHOUSE RD	437 BROADWAY	END	0.22	06H25	04E	220	7
751	WATER LEAF STREET	752 IRONWOOD STREET	753 SUTTER TRAILS STREET	0.12	06H25	03D	120	7
580	WATERFALL DRIVE	582 WETLAND DR	576 RIVER RUN DR	0.02	06H15	06E	20	7
719	WATERFRONT COURT	713 SAND DOLLAR DRIVE	END	0.10	06H15	06F	100	7
655	WATERHOLE LOOP	659 RIVERBANK DRIVE	659 RIVER BANK DRIVE	0.18	06H15	06E	180	7
840	WATERVILLE DRIVE	824 MEADOW BROOK WAY	END	0.22	06H15	06G	220	7
671	WAWONA COURT	635 BIDWELL BAR DRIVE	END	0.06	06H25	08F	60	7
123	WEEDS POINT RD	SH049	119 PENDOLA ROAD	4.02	07G1	03A	4020	7
487	WERNER ST	485 LEVER AVE	488 MARTEL DR	0.04	06H25	01H	40	7
324	WEST ELLA AVE	323 ELLA AVE	END	0.18	06H25	02C	180	7
351	WESTERN AVE	340 SECOND AVE	349 ELEVENTH AVE	1.13	06H15	08E	1130	7
850	WESTHILL DRIVE	847 STONEHAVEN DRIVE	849 LOCHCARRON DRIVE	0.13	06H15	05H	130	7
788	WESTPORT WAY	787 ATHERTON WAY	END	0.11	2	09B	110	7

EXHIBIT A
2011 YUBA COUNTY
MAINTAINED ROAD DATA

ROAD NUMBER	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MILES	MAP NUMBER	MAP COORDINATE	MILEAGE FROM TABS	FUNCT. CLASS
582	WETLAND DRIVE	577 MARSH DR	580 WATERFALL DRIVE	0.04	06H15	06E	40	7
28	WHEATLAND RD	SUTTER CO LN	.39 M E OF CNTY LN @ GRASSHOPPER	0.39	2	09D	1940	5
856	WHEELER RANCH DRIVE	855 LINKS PARKWAY	855 LINKS PARKWAY	0.70	06H25	03D	700	7
108	WHITEHEAD RD	110 BEAN CLIPPER RD	END	0.41	07G	03G	410	7
286	WHITEOAK LN	284 REDHILL RD	END	0.02	2	02F	20	7
287	WHITEOAK LN	285 REDHILL WY	END	0.02	2	02F	20	7
716	WHITEWATER DRIVE	479 BAYWOOD DRIVE	718 RIPTIDE WAY	0.25	06H15	06F	260	7
374	WIGET AVE	35 N BEALE ROAD	427 ASH WAY	0.14	06H15	05E	140	7
602	WILCOX RANCH ROAD	600 ZANES DRIVE	44 RIVER OAKS BLVD	0.34	06H25	08F	340	7
664	WILDERNESS LOOP	659 RIVERBANK DRIVE	659 RIVER BANK DRIVE	0.18	06H15	06E	180	7
468	WILDWOOD DR	465 PARK CIRCLE	716 WHITEWATER DRIVE	0.10	06H15	05F	240	7
132	WILLIAMS ROAD	135 INDIANA RANCH RD	END	1.18	07G	05E	1180	7
126	WILLOW CR RD	117 OLD CMPTNV RD	1084 WILLOW CR RD	0.42	1	06H	420	7
4	WILLOW GLEN RD	8 MARYSVILLE RD	1 LA PORTE RD	7.79	07G	06D	7790	5
794	WINDSOR COURT	786 RUTHERFORD WAY	END	0.07	2	09B	70	7
466	WOODLAND CIRCLE	464 WOODLAND DR	464 WOODLAND DR	0.15	06H15	05F	150	7
464	WOODLAND DR	35 N BEALE ROAD	466 WOODLAND CIR	0.27	06H15	05F	270	7
14	WOODRUFF LANE	SH070	SH020	5.13	06G54	04A	5130	5
735	YARROW STREET	740 LADY FERN STREET	736 BAMBOO STREET	0.15	06H25	03D	150	7
122	YOUNGS HILL RD	119 PENDOLA ROAD	123 WEEDS POINT RD	2.52	07G	03H	2520	7
260	YUBA-NEVADA RD	END	138 TEXAS HILL RD	0.69	07G	06E	690	7
600	ZANES DRIVE	44 RIVER OAKS BLVD	606 COFFEE CREEK WAY	0.45	06H25	08F	270	7
			TOTAL	654.65				

EXHIBIT B

FUNCTIONAL CLASSIFICATION (FC) Conversion Table/Definitions

The functional classification used in the HPMS database corresponds to the FHWA approved CRS maps. These are coded as follows:

FC Code

- | | |
|---|-------------------------------|
| 1 | Interstate |
| 2 | Other Freeways or Expressways |
| 3 | Other Principal Arterial |
| 4 | Minor Arterial |
| 5 | Major Collector |
| 6 | Minor Collector |
| 7 | Local |



EXHIBIT C
Yuba County
Functional Road Classifications
County Overview Page 1 of 8

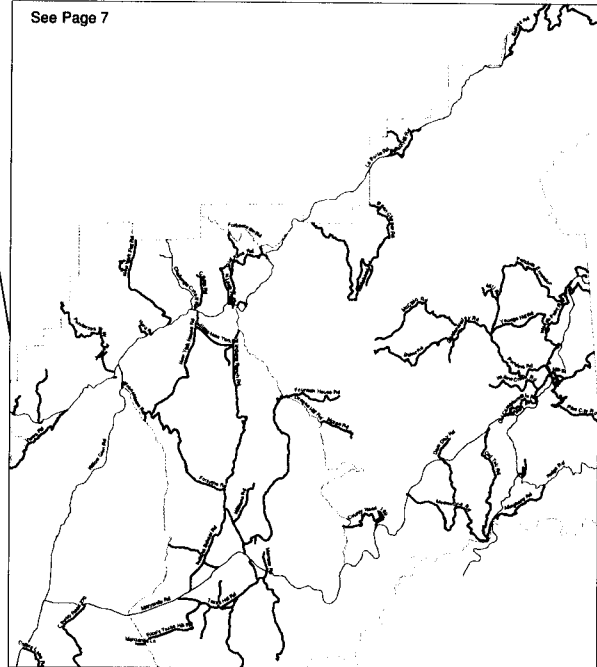
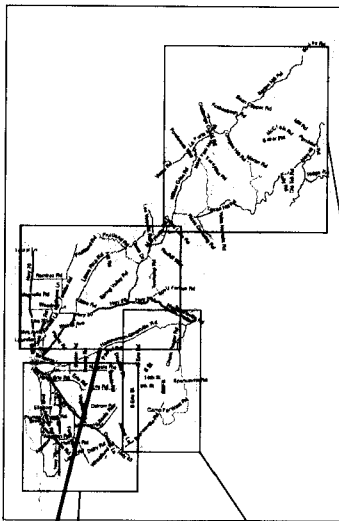


- Legend**
- Road Centerlines**
- RURAL LOCAL
 - RURAL MINOR ARTERIAL
 - RURAL MINOR COLLECTOR
 - RURAL MAJOR COLLECTOR
 - RURAL PRINCIPAL ARTERIAL
 - URBAN LOCAL
 - URBAN MINOR ARTERIAL
 - URBAN COLLECTOR
 - URBAN PRINCIPAL ARTERIAL
- BAFB
MARYSVILLE
WHEATLAND
NOT COUNTY MAINTAINED
- Places
□ Yuba Parcels
□ Yuba County Boundary

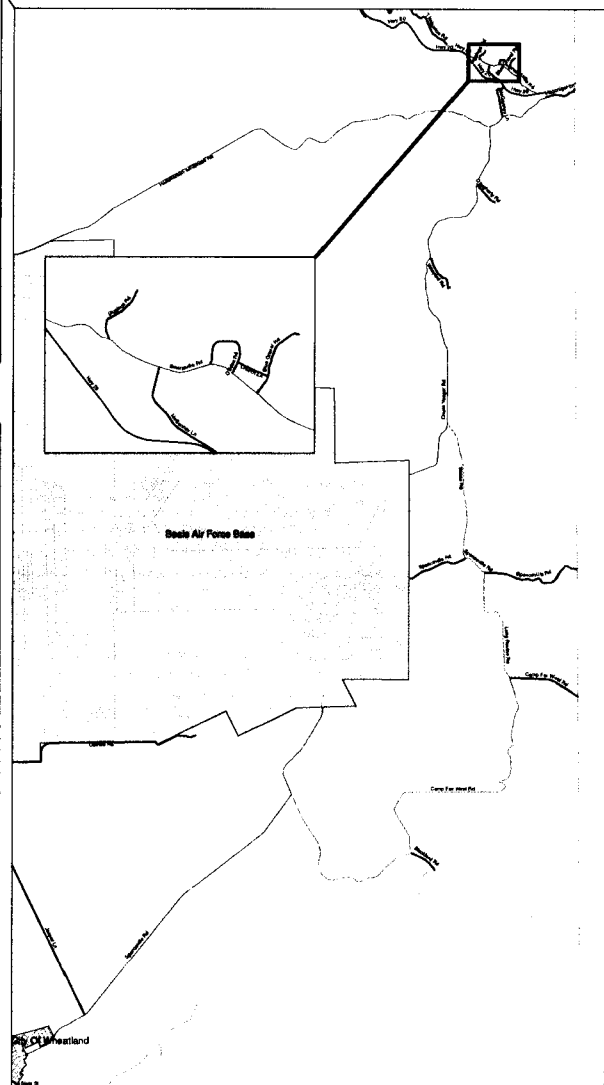
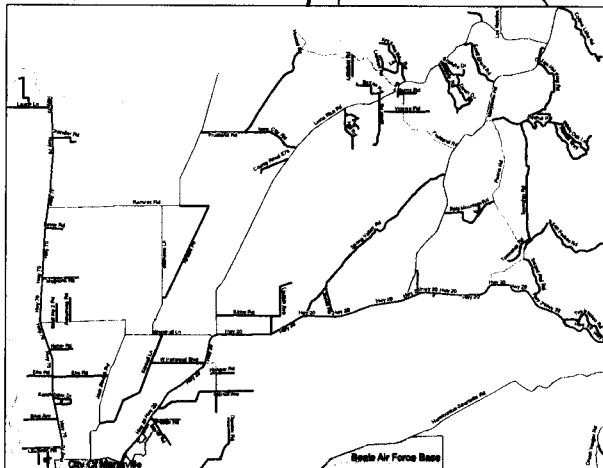
YUBA COUNTY IT-GIS

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02-09-2011, 3-23-2012

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See Page 6



See Pages 8 for overall and 2-5

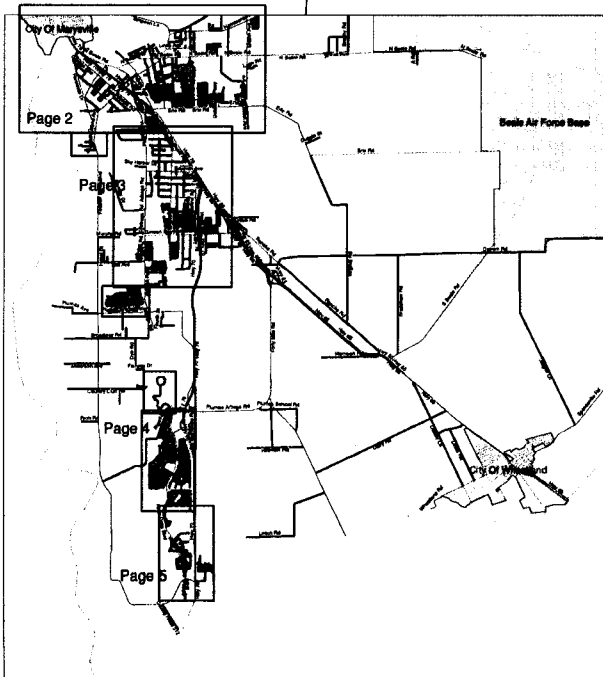
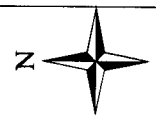


EXHIBIT C Yuba County Functional Road Classifications Page 2 of 8

- Legend**
- RURAL LOCAL
 - RURAL MINOR ARTERIAL
 - RURAL MINOR COLLECTOR
 - RURAL MAJOR COLLECTOR
 - RURAL PRINCIPAL ARTERIAL
 - URBAN LOCAL
 - URBAN MINOR ARTERIAL
 - URBAN MINOR COLLECTOR
 - URBAN PRINCIPAL ARTERIAL
 - NOT COUNTY MAINTAINED
 - Yuba Parcels



YUBA COUNTY IT-GIS
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 Date: 4-24-2008 rev. 2-26-2008 3-9-2010 02-09-2011
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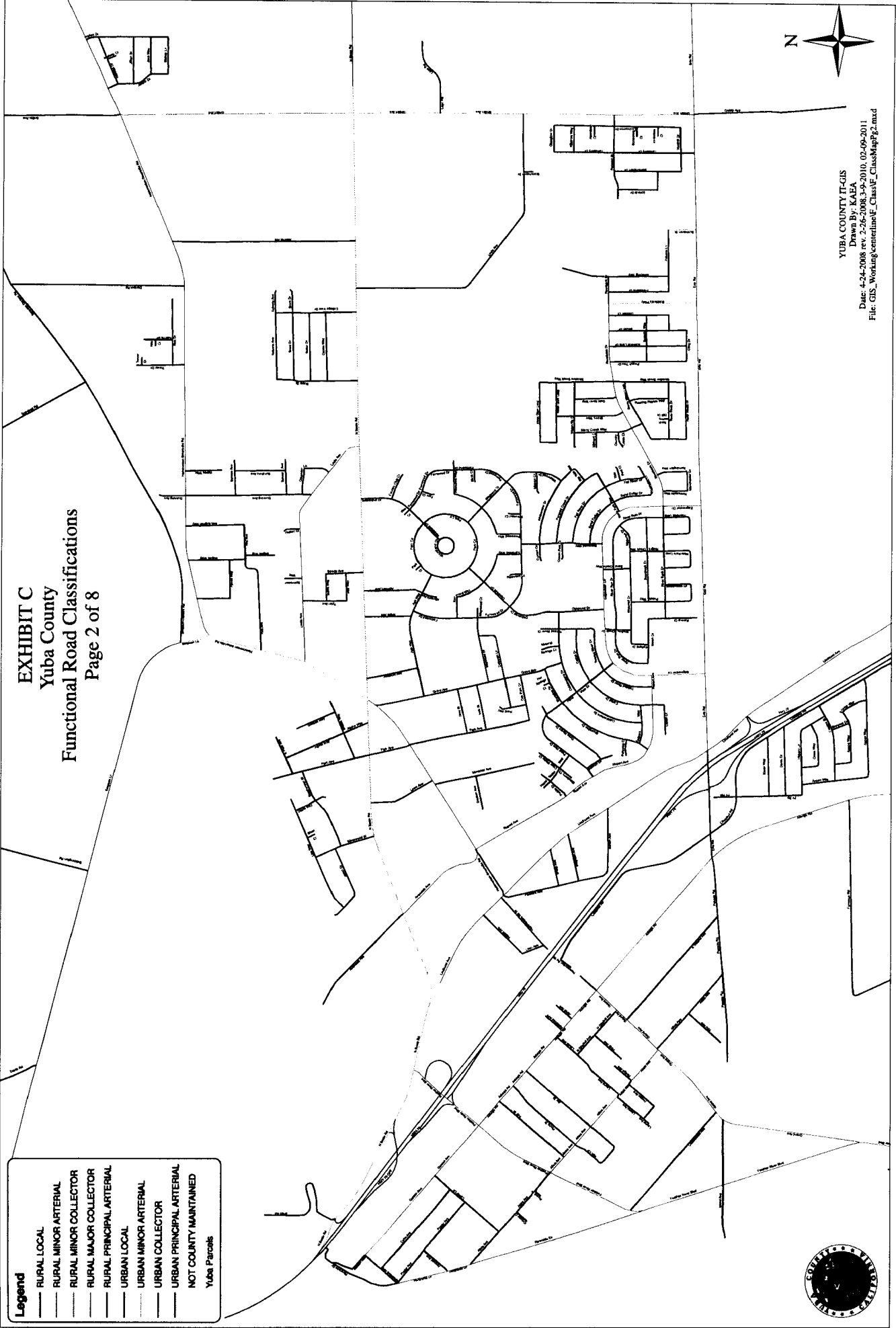




EXHIBIT C
Yuba County
Functional Road Classifications
Page 3 of 8

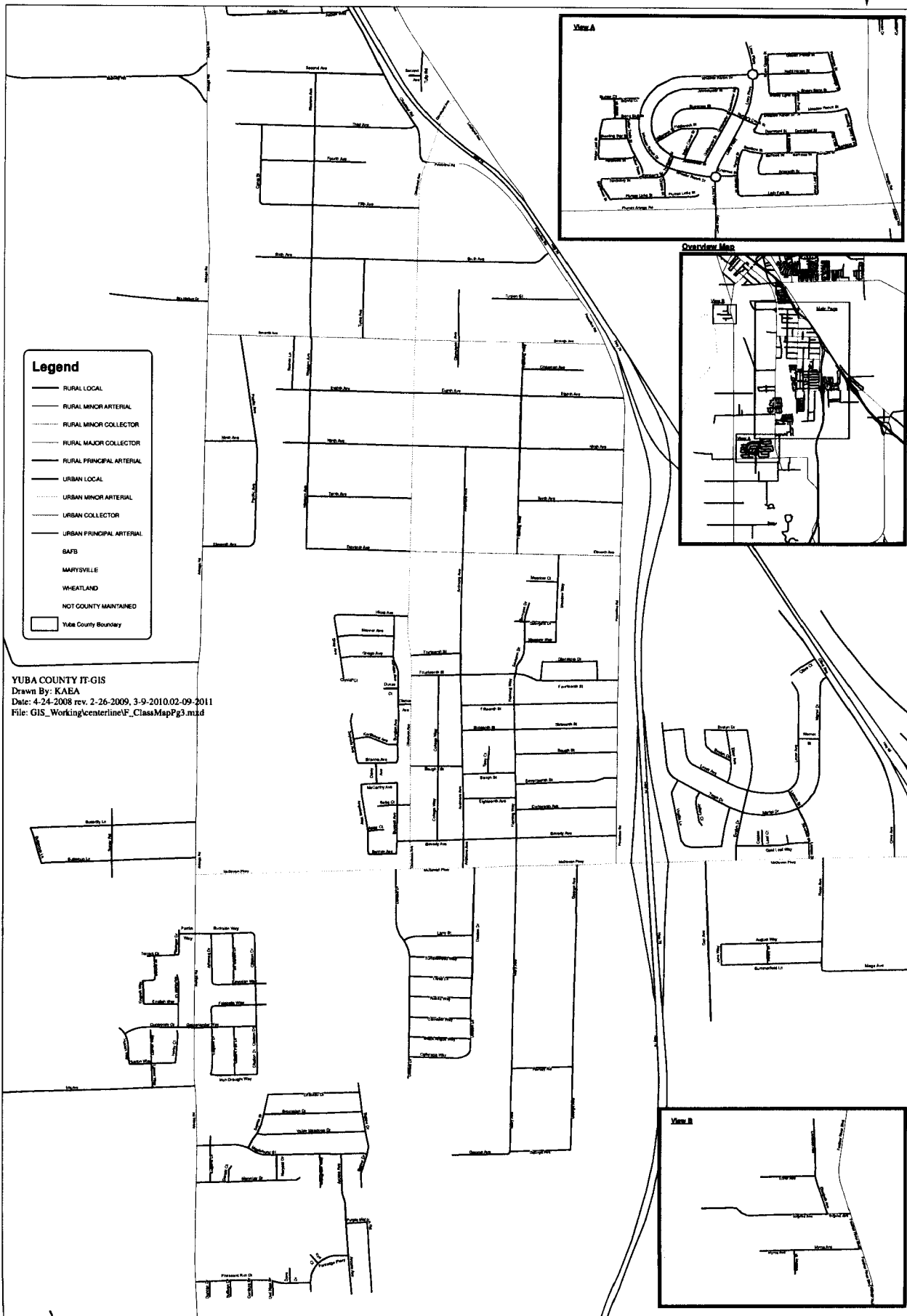




EXHIBIT C
Yuba County
Functional Road Classifications
Plumas Lake area Page 4 of 8

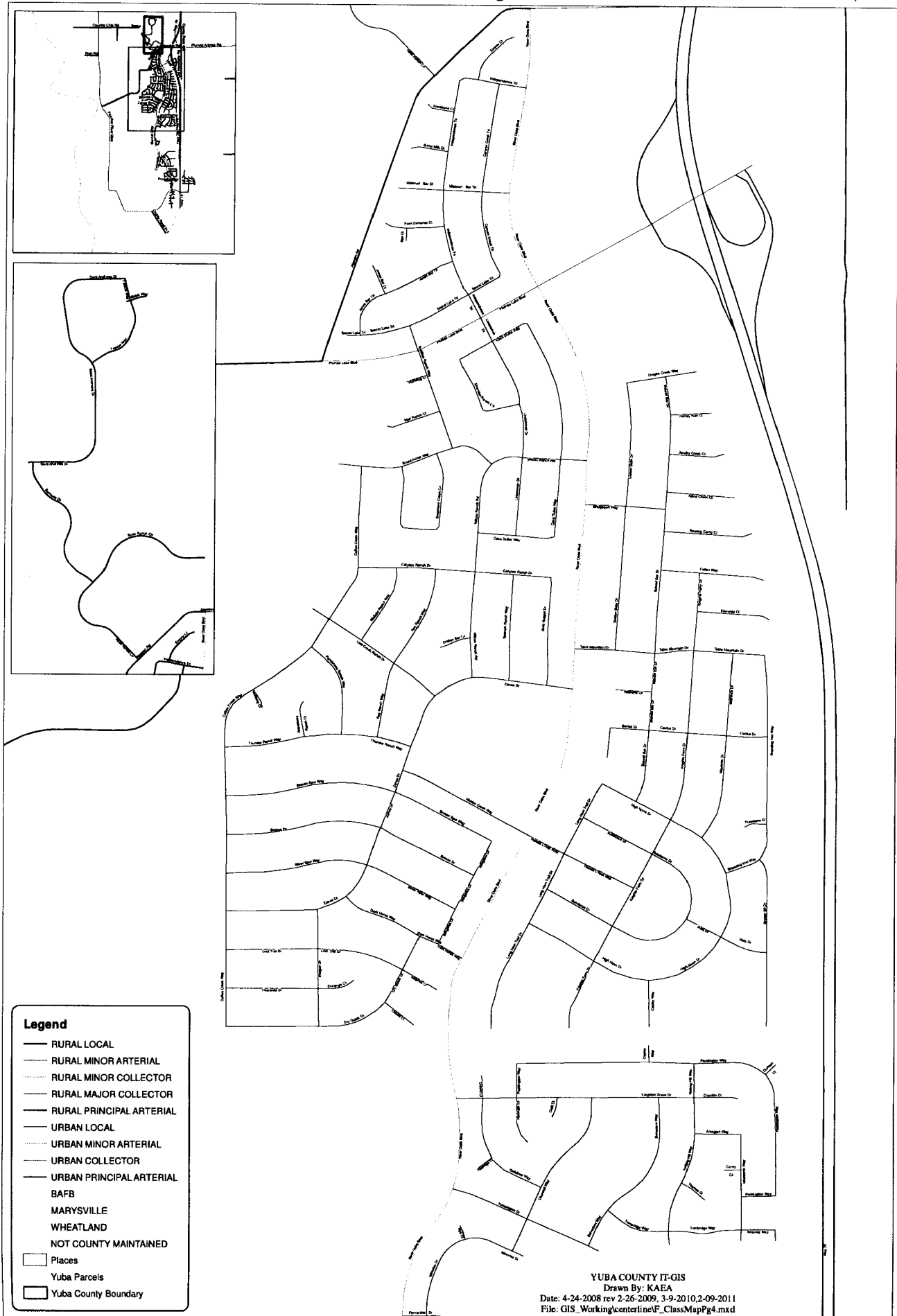




EXHIBIT C
Yuba County
Functional Road Classifications
Plumas Lake area Page 5 of 8

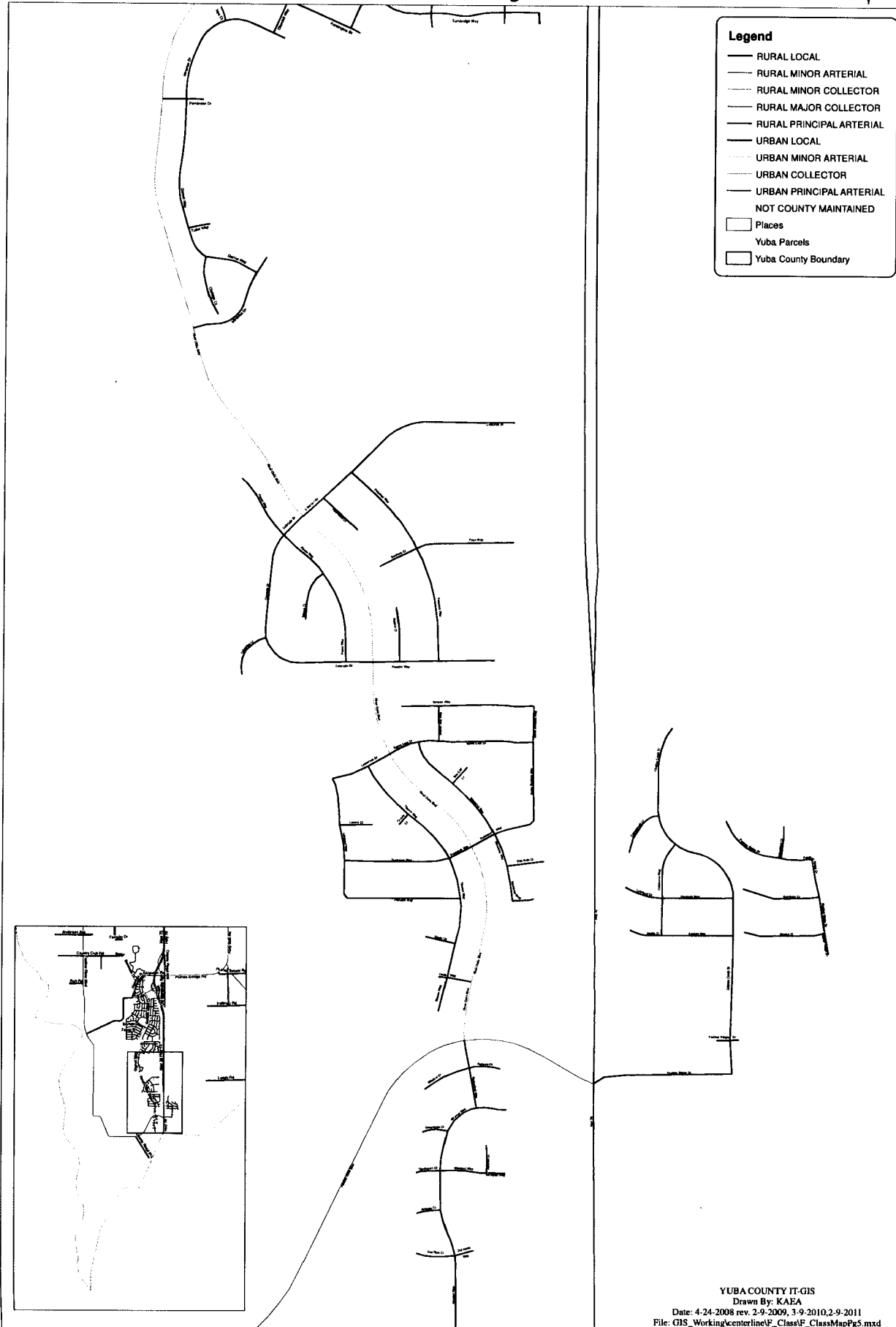
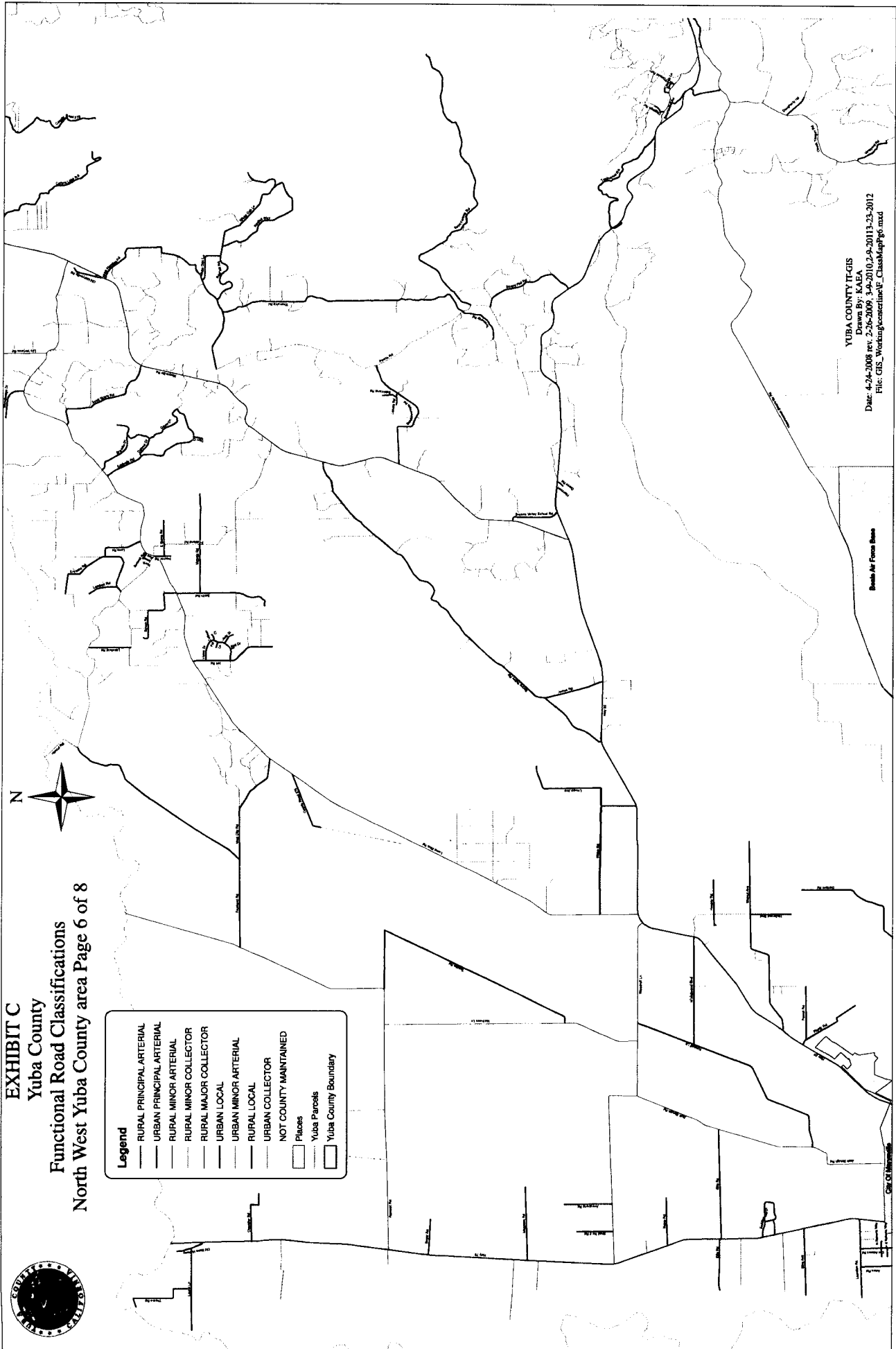




EXHIBIT C
Yuba County
Functional Road Classifications
North West Yuba County area Page 6 of 8



- Legend**
- RURAL PRINCIPAL ARTERIAL
 - URBAN PRINCIPAL ARTERIAL
 - RURAL MINOR ARTERIAL
 - RURAL MINOR COLLECTOR
 - RURAL MAJOR COLLECTOR
 - URBAN LOCAL
 - URBAN MINOR ARTERIAL
 - RURAL LOCAL
 - URBAN COLLECTOR
 - NOT COUNTY MAINTAINED
 - Places
 - Yuba Parcels
 - Yuba County Boundary



YUBA COUNTY TIGIS
Drawn By: KAE
Date: 4-24-2008 rev. 2-26-2009 3-4-2010 2-9-2013 3-23-2012
File: GIS_Working\mainline\F_ClastMapPage.mxd

Scale: 1/4" = 1 Mile



EXHIBIT C
Yuba County
Functional Road Classifications
North East Yuba County area Page 7 of 8

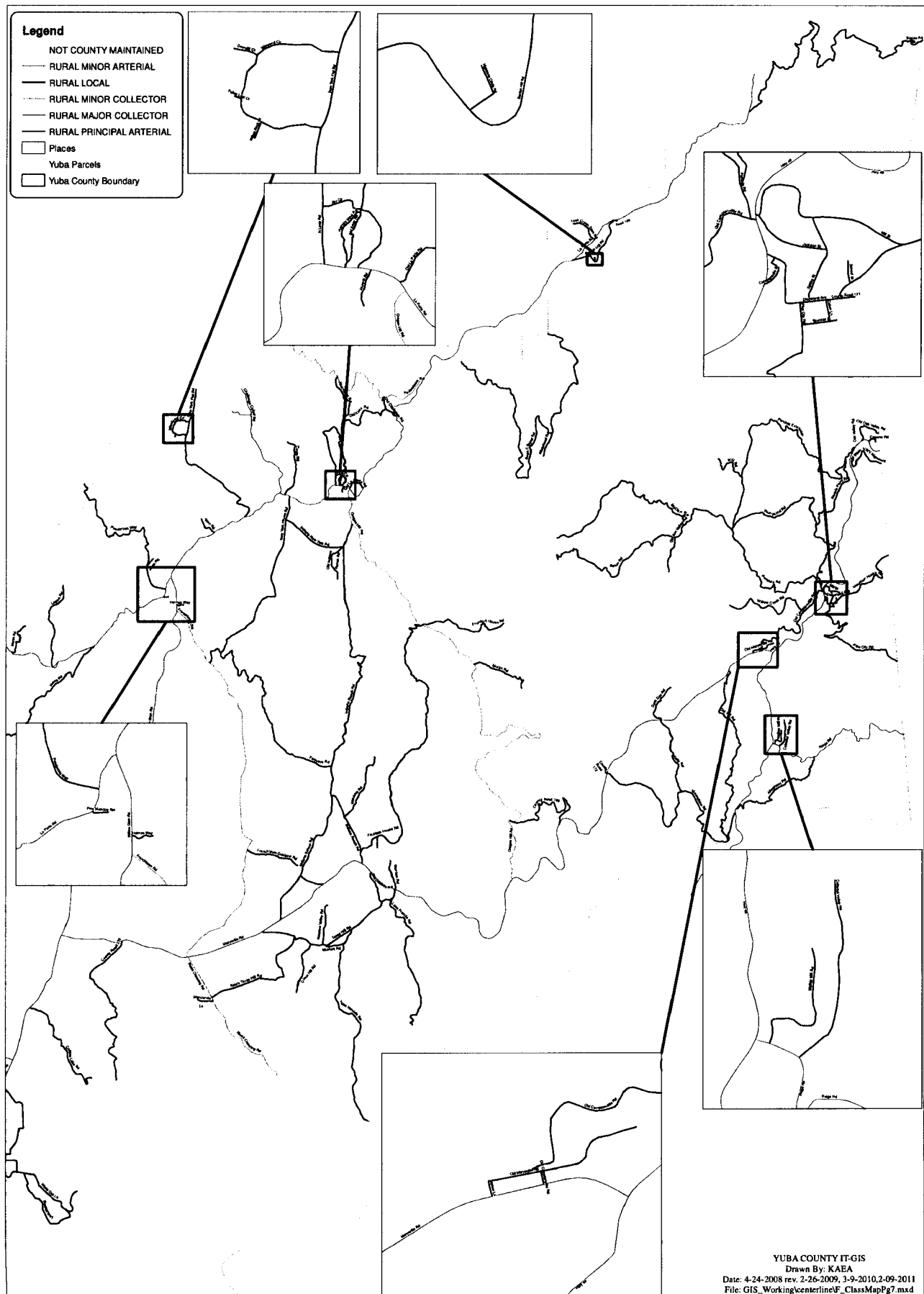
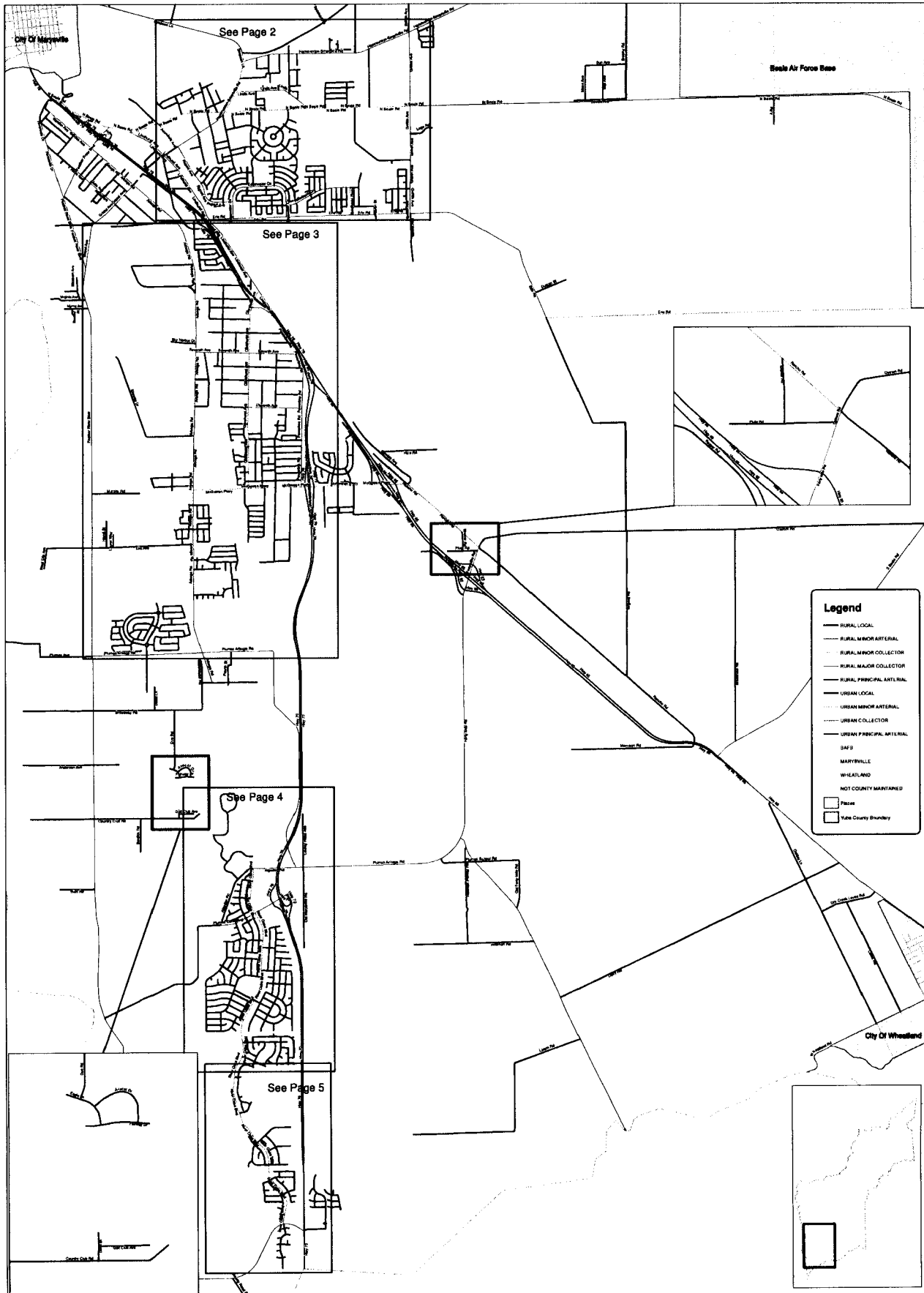




EXHIBIT C
Yuba County
Functional Road Classifications
South West Yuba County Page 8 of 8



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



166-13

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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


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

PLANNING
749-5470 • Fax 749-5434

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

Date: May 7, 2013

To: Yuba County Board of Supervisors

From: Sean Powers, Director of Finance and Administration 

Subject: Acquisition of Single Family Residence APN 021-540-026 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 021-540-026 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 021-540-026 is estimated to be \$141,000.

**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 021-540-026 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 021-540-026 is estimated to be \$141,000.

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 021-540-026 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:

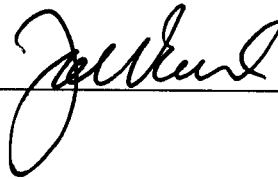
ABSENT:

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) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
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BUILDING
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167-13 **CODE ENFORCEMENT**
749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA
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HOUSING & COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

Date: May 7, 2013

To: Board of Supervisors

From: Sean Powers, Director of Finance and Administration, CDSA

Subject: Adopt resolution authorizing Yuba County as Signature
Authority to the River Highlands Community Services District Local Agency
Investment Fund Account (LAIF)

Recommendation: It is recommended that the Board of Supervisors adopt a resolution authorizing Yuba County as signature authority to the River Highlands Community Services District (RHCS) Local Agency Investment Fund (LAIF) account.

Background: The County of has been working with the RHCS to assume almost all of the administrative functions of the District. RHCS established this LAIF account in 2002 before the County was involved with District's operations. LAIF is part of the Pooled Money Investment Account (PMIA) administered by State Treasurer's Office. The current balance of the account is approximately \$20,000. The County cannot receive current statements since we are not authorized on the account.

Discussion: LAIF requires any change to signature authority on the account by adopted resolution. Given the current status of no seated RHCS board members, staff feels it is appropriate to assume the signature authority on this account. This change is purely administrative. LAIF also requires that only those with signature authority receive monthly statements and receive information regarding the account. The County is unable to get any information on the account until such authority is granted by adopted resolution. LAIF has received and reviewed the Cooperative Services Agreement approved by the County and RHCS delegating administrative authority to the County and recommended the County adopt the attached resolution.

Committee Action: Committee action was bypassed as the Board of Supervisors previously directed staff to address administrative issues regarding RHCS.

Fiscal Impact: There will be no fiscal impact to the County to administer the LAIF account.

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

**RESOLUTION AUTHORIZING COUNTY OF)
YUBA BE ADDED AS SIGNATURE)
AUTHORITY TO THE RIVER HIGHLANDS)
COMMUNITY SERVICES DISTRICT LOCAL)
AGENCY INVESTMENT FUND (LAIF))
ACCOUNT ACTING ON BEHALF OF THE)
RIVER HIGHLANDS COMMUNITY)
SERVICES DISTRICT)**

RESOLUTION NO. _____

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Yuba County Board of Supervisors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the County of Yuba and River Highlands Community Services District; and

WHEREAS, a Cooperative Services Agreement was made and entered into on the 7th, day of April, 2009, by and between the County of Yuba and the River Highlands Community Services District that states the County shall be deemed the agent of and acting on behalf of and with the full authority of the District with regard to all aspects pertaining to the sewer and water systems and District hereby delegates to County authority to make all decisions pertaining to the sewer and water systems; and

WHEREAS, the County of Yuba did not have any access, nor deposit or withdrawal authority to River Highlands Community Services District's Local Agency Investment Fund prior to the date of this resolution and accepts no responsibility to the accuracy of prior transactions and accepts no liability for any correctness, reliability, or completeness prior to that date; and

WHEREAS, the County of Yuba's intent is to add County as signature authority to the Local Agency Investment Fund account created by the River Highlands Community Services District in 2002 and maintain control of the account as part of the general administration of the River Highlands Community Services District acting in good faith and on behalf of the River Highlands Community Services District; and

WHEREAS, the mailing address and contact information for the LAIF account will be:
River Highlands Community Services District
c/o Yuba County Treasurer
915 8th Street, Suite 103
Marysville, CA 95901-5273
Phone: (530) 749-7840

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the deposit and withdrawal of River Highlands Community Services District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, that the following Yuba County officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Dan M. Mierzwa, Treasurer and Tax Collector



Lorraine Daggett, Chief Deputy, Treasurer and Tax Collector


Signatures

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:

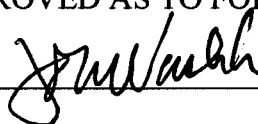
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



Attachment: Exhibit A Local Agency Investment Fund, Authorization Form

**LOCAL AGENCY INVESTMENT FUND (LAIF)
AUTHORIZATION FOR TRANSFER OF FUNDS**


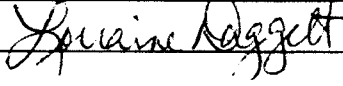
DATE
May 7, 2013

AGENCY NAME
River Highlands Community Services District

LAIF ACCOUNT #
[REDACTED]

AGENCY'S LAIF RESOLUTION # _____ OR RESOLUTION DATE May 7, 2013

Only the following individuals of this agency whose signatures appear in the table below are hereby authorized on the LAIF account. *This authorization supersedes all prior authorizations on file with LAIF (current authorized individuals not listed below will be deleted).*

NAME*	TITLE	SIGNATURE
Dan M. Mierzwa	Treasurer and Tax Collector	
Lorraine Daggett	Chief Deputy, Treasurer and Tax Collector	

* Please attach additional sheets, if necessary.

Two authorized signatures required pursuant to your agency's resolution.

SIGNATURE
Dan M. Mierzwa
PRINT NAME
Treasurer and Tax Collector
TITLE
(530) 749-7840
TELEPHONE

SIGNATURE

PRINT NAME
Chief Deputy, Treasurer and Tax Collector
TITLE
(530) 749-7840
TELEPHONE

Mail completed form to:
State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001



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**PROCLAIMING MAY AS
NATIONAL MENTAL HEALTH MONTH**

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

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

Whereas, promotion and prevention are effective ways to reduce the burden of
mental health conditions; and

Whereas, there is a strong body of research that supports user-friendly tools that
all Americans can access to better handle challenges and protect their health and well-
being; and

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

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

Whereas, each business, school, government agency, faith-based organization,
health care provider, and citizen has a responsibility to promote mental wellness and
support prevention efforts.

Now Therefore Be It Proclaimed, that the Yuba County Board of Supervisors
does hereby proclaims May 2012 as ***National Mental Health Month*** in the County of
Yuba, and calls upon the citizens of Yuba County to observe this month with
appropriate programs, activities, and ceremonies supporting this year's theme,
"Pathways to Wellness".

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THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

PROCLAIMING MAY 2013 AS
FOSTER CARE MONTH

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State, and

WHEREAS, in Yuba County there are 153 children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurturing of a foster family, and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives, and

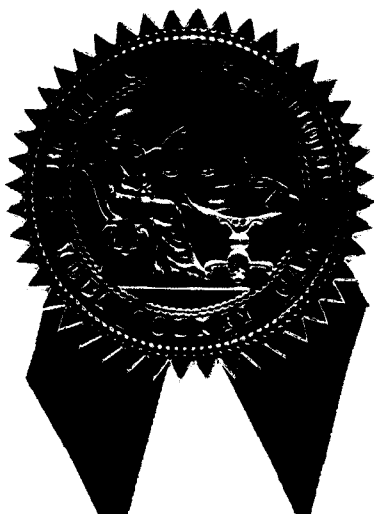
WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood, and

WHEREAS, dedicated foster families frequently adopt foster children, underscoring the continuing need for more foster families, and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents,

WHEREAS, the quality of the foster care system is derived directly from the quality of foster care families who choose to be part of it.

NOW, THEREFORE, the Yuba County Board of Supervisors, do hereby proclaim May 2013 as Foster Care Month in Yuba County and urge all citizens to come forward and do something positive that will help change a lifetime for children and youth in foster care.



CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

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171-13

Board of Supervisors Certificate of Recognition

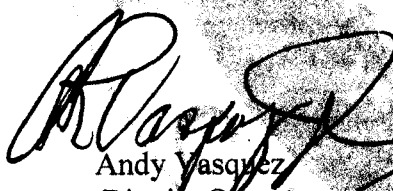
PRESENTED TO

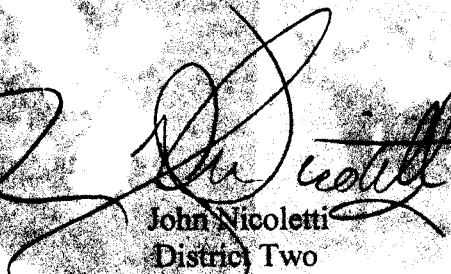
STUDENT OF THE MONTH

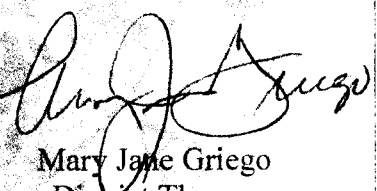
TRISTAN AVILA


Wheatland High School

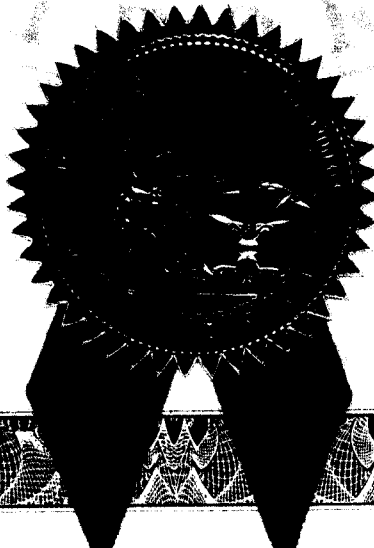
May 2013

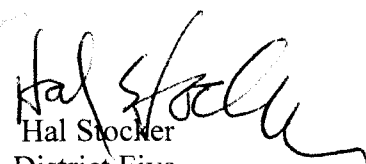

Andy Vasquez
District One


John Nicoletti
District Two

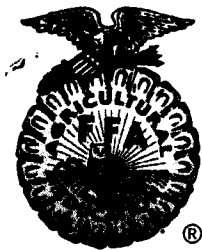

Mary Jane Griego
District Three


Roger Abe
District Four




Hal Stocker
District Five

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Marysville High School FFA

12 E. 18th Street, Marysville, CA 95901 • (530) 741-6180 ext. 3022 or 3126
Bonnie Magill (bmagill@mjustd.com) and Amanda Brown (amandab@mjustd.com)

172-13

April 5, 2013,

Dear Mr. Vasquez,

The FFA students who were recognized on March 21st at Cal State Chico for receiving their California FFA State Degrees and Superior Region proficiencies would love to be recognized at the Yuba County Board of Supervisors meeting on Tuesday evening, May 7th. The chapters in attendance will be Marysville, Lindhurst, and Wheatland. The students (possibility of 19 if all attend), will be instructed to simply state their name, chapter, grade and what their Supervised Agricultural Experiences (SAE projects) are that enabled them to receive their degrees and awards. I will also have two Marysville FFA members present plaques and ribbons to the Board for the past two State Fair Yuba County exhibit awards. We are a little behind on that!

If you have any questions, please contact me at 301-1058.

Sincerely,

Bonnie Magill

FFA Advisor

The FFA Mission

FFA makes a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.

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COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director
Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
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DATE: May 7, 2013
TO: Yuba County Board of Supervisors
FROM: Sean Powers, Director of Finance & Administration
RE: Linda County Water District – Annexation of NSP Property

RECOMMENDATION

The Board of Supervisors adopt the attached resolution requesting the Local Area Formation Commission of Yuba County (LAFCO) initiate the annexation of APN 019-260-033 at 5764 Griffith Avenue into the Linda County Water District service area.

BACKGROUND

The property purchased by the Yuba County Neighborhood Stabilization Program (NSP) at 5764 Griffith Avenue (APN 019-260-033) is currently being prepared for rehabilitation. After inspection of the utilities provided on site, it was determined the septic system had failed and a new system would be required. The location of the property is in an area where the reliance on well and septic systems could be an issue in the future. Water and sewer services from the Linda County Water District would be available if the property were annexed into the Linda County Water District service area.

As part of any annexation of property into a city, county or special district, the agencies receiving property taxes with the annexation must agree on what changes, if any, will be to the distribution of property taxes. In many cases involving special district annexations there is no property tax collected by either entity involved; however the Local Area Formation Commission (LAFCO) is required by law to be presented a negotiated tax share agreement or a zero tax exchange agreement. The Board of Supervisors and the Board of Directors of the Linda County Water District have in place a master property tax transfer agreement for annexations in to the Linda County Water District (District Resolution 509 and County Resolution 1991-153).

DISCUSSION

The purpose of the annexation is to allow the district to provide water services and sewer services while reducing the reliance on wells and septic tanks. The Yuba County LAFCO application process of annexing into the Linda County Water District requires a resolution from the Board of Supervisors for the annexation of 5764 Griffith Avenue (APN# 019-260-033). The property is already located in the Linda County Water District sphere of influence. Since there is an existing master tax transfer agreement for annexations into the Linda County Water District

wherein they receive no additional tax increment, the proposed annexation does not necessitate a change in the distribution of taxes.

COMMITTEE

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

FISCAL IMPACT

None.

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

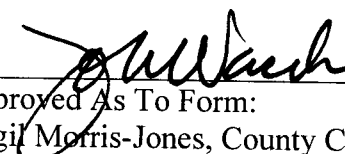
1. This Resolution of Application hereby requests that the Local Agency Formation Commission of Yuba County take proceedings for the property identified as APN 019-260-033 and owned by the County of Yuba according to the terms and conditions stated above in the manner provided by the Cortese-Knox Local Government Reorganization Act of 2000.
2. Upon finalization of the proposed annexation, property tax revenue, if any, generated from within the annexed area both currently and in the future shall not be changed as a result of the proposed annexation as indicated in the master property tax transfer agreement for annexations between the County of Yuba and the Linda County Water District adopted on the 13th day of November, 1990.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Chair, Yuba County Board of Supervisors

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

By:  _____
Approved As To Form:
Angil Morris-Jones, County Counsel

YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT
915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: May 7, 2013
TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director
Suzanne Nobles, Director of Health and Human Services

RECOMMENDATION

Approve the recommendation to amend the Classification System – Basic Salary Schedule effective May 1, 2013.

BACKGROUND

The Appeals Specialist classification in Health & Human Services is a stand-alone, single-incumbent classification that represents the department in administrative hearings arising from eligibility determination disputes. The Appeals Specialist position has been vacant since November 2012. The previous incumbent held the position since 2002. A recruitment was held in March 2013, and resulted in zero qualified candidates.

DISCUSSION

The Appeals Specialist is expected to have considerable knowledge and expertise and provide direction to staff to address appeal resolution. It is vital that the individual in this position be an expert in the eligibility rules and have experience in an authoritative role in the eligibility program. It is very important to have a seasoned, highly-experienced eligibility technician in this position to represent the Department's position in the Fair Hearing process. It takes a uniquely skilled individual to develop a strong written position statement and professionally represent the County's interpretation of the law to an administrative law judge during the hearing process.

The current salary does not account for the advanced skill requirements necessary to perform at the level needed for efficient program function. After having discussions with the Department and reviewing the salary and organizational structure of similar agencies, Human Resources determined that our salary is 21% below market pay and recommends a base salary increase to \$3,518 to align the salary with similar classifications internally, prevent salary compaction with the classifications most likely to promote to this position and address poor recruitment performance.

The attached Resolution updates the County Basic Salary Schedule.

COMMITTEE

This item has bypassed committee due to a pressing recruitment concern.

FISCAL IMPACT

There is no general fund impact associated with this change.

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

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective May 1, 2013.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
APSP	Appeals Specialist	3	\$3,036	17.52	06	8810.1

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
APSP	Appeals Specialist	3	\$3,518	20.30	06	8810.1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



By: _____

By:  _____

YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT

175-13

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

TO: Board of Supervisors 
FROM: Martha Wilson, Director of Human Resources
Doug McCoy, Director of Administrative Services 
SUBJECT: Establish an IT Architect position in Information Technology
DATE: May 7, 2013

Recommendation

Approve the recommendation to amend the Position Allocation and Classification System – Basic Salary Schedules to establish an IT Architect position in the Information Technology division of Administrative Services.

Background

The Information Technology department completed a self assessment using tools provided by Gartner, called *IT Score*. This assessment looks at the maturity of the Infrastructure and Operations of our IT organization. Our organization is at the “Committed” level, which is characterized by consolidation and standardization, process formalization, and beginning to implement industry best practices. IT Management recommends that we work to get our organization to the “Services-Aligned” level of maturity, which is characterized by process automation, and being a trusted service provider for our departments.

Some of the steps that are needed to make progress on this path are to use virtualization in a widespread manner, to have a standard Service Level Agreement framework that is applied to all of our supported applications, and the use of systems management tools to manage our environment. In order to achieve this type of transformation, it is recommended that we perform an ‘abolish / establish’ of one of our senior level IT positions and convert it into an IT Architect position. This position would be responsible for the overall network design and all technical aspects of the layout of our network, system integration, and operability.

Discussion

The Technology Review Committee (TRC) has reviewed the IT Score assessment, and has been supportive of the concept of making changes to IT in order to increase the maturity level of our organization. One of those necessary changes is to have a 5 year architecture plan, and a staffing model which supports both putting the plan in place and executing the plan. This would be the primary responsibility of this position. Additionally, this position would be responsible for project management on large initiatives to increase our ability to successfully deliver large projects.

Committee

This item has bypassed committee and appears before the full Board due to the time sensitivity of getting this position in place.

Fiscal Impact

Small fiscal impact is expected, as this will not be net increase to our position allocation. In the current year, no additional salary budget would be required. In the next fiscal year there would be a small increase in salary budget for this position, which has been budgeted already and is accounted for with other reductions. The exact increase will not be known until the position is filled.

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BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE
DEPARTMENTAL POSITION
ALLOCATION SCHEDULE

) RESOLUTION NO. _____
)
)
)

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective June 1, 2013 as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Information Technology Systems Architect	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

)
)
)
)

RESOLUTION NO. __

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective June 1, 2013.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
ITSA	Information Technology Systems Architect	8	\$5,990	34.56	07	8810.1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2013 by the following votes:

AYES:

NOES:

ABSENT:

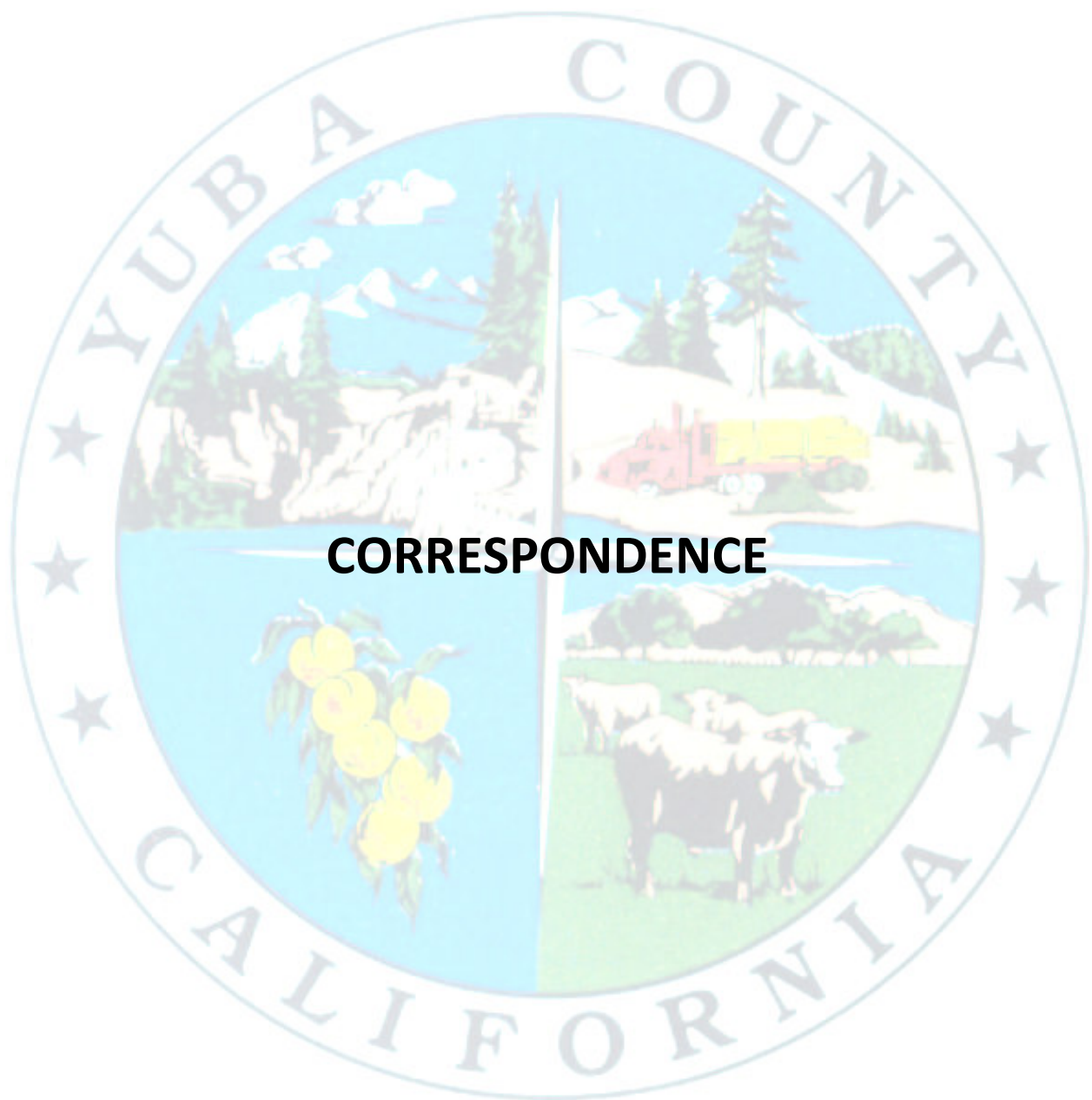
CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____





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A

From: RICHARD BOYD [REDACTED]

To: [REDACTED]

Cc: [REDACTED]

176-13

Bcc: [REDACTED]

Subject: Yuba County Definition of Health

Date: Tue, Mar 26, 2013 4:54 pm

For the Yuba County Board of Supervisors,

Please define health.

For that definition of health, please identify the top three health issues in Yuba County.

For those top three health issues, please describe what Yuba County plans to do.

For the Clerk of the Board, Please add this request to the BOS agenda.

RICHARD BOYD

[REDACTED]

RECEIVED

APR 16 2013

Clerk/Board of Supervisors

Richard J Boyd

BOS CORRESPONDENCE A

JOHN GARAMENDI
3RD DISTRICT, CALIFORNIA



UNITED STATES
HOUSE OF REPRESENTATIVES

2438 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-1880
FAX: (202) 225-5914

B

DISTRICT OFFICES:

412 G STREET
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PHONE: (530) 753-5301
FAX: (530) 753-5614

609 JEFFERSON STREET
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PHONE: (707) 438-1822
FAX: (707) 438-0523

990 KLAMATH LANE, SUITE 4
YUBA CITY, CA 95993
PHONE: (530) 329-8865
FAX: (530) 763-4248

ARMED SERVICES COMMITTEE
STRATEGIC FORCES SUBCOMMITTEE
TACTICAL AIR AND LAND FORCES SUBCOMMITTEE

TRANSPORTATION AND
INFRASTRUCTURE COMMITTEE
RANKING MEMBER
COAST GUARD AND MARITIME TRANSPORTATION
SUBCOMMITTEE

WATER RESOURCES AND ENVIRONMENT
SUBCOMMITTEE

AGRICULTURE COMMITTEE

GENERAL FARM COMMODITIES AND RISK
MANAGEMENT SUBCOMMITTEE

April 15, 2013

Dear Chairman Vasquez and Members of the Board,

I would like to share with you the paper I recently wrote, *A Water Plan for all of California*. This paper lays out a comprehensive water plan for the state of California and reasons for why we must change our thinking and approach to solving our state's water challenges. The Bay Delta Conservation Plan has started releasing draft chapters for the plan and I felt it pertinent to provide an alternative.

The BDCP is not a comprehensive plan, it is a plumbing system that will take water from one part of the state and deliver to another part. It creates no new water and does not create a reliable water supply. I believe the time is now to urge our state to use the best available science and a portfolio of water projects to create a positive solution to the water challenge it is facing.

After reading the paper, I encourage you to discuss this proposal and consider adopting a position of support that could be expressed in a letter or resolution sent to the Governor. The Governor needs to know his path forward on the BDCP will not be easy unless he is willing to give valid consideration to a more comprehensive alternative. The time to move forward is now and I hope you will join me as we work to reshape the future of California water.

Please let me know your board's thoughts regarding this plan. Thank you.

Sincerely,

JOHN GARAMENDI
MEMBER OF CONGRESS
3RD Congressional District, CA

A WATER PLAN FOR ALL OF CALIFORNIA

U.S. Representative John Garamendi (CA-03)

March 27, 2013

We need to think in a comprehensive way about water in California. The controversial Bay Delta Conservation Plan (BDCP)¹ is an outdated and destructive plumbing system. It does not create any new water nor does it provide the water and the ecological protection that the Golden State must have. California and the federal government must set aside this big, expensive, destructive plumbing plan and immediately move forward with a comprehensive approach that includes:

- 1) Conservation,
- 2) Recycling,
- 3) The creation of new storage systems,
- 4) Fix the Delta - right sized conveyance, levee improvements, and habitat restoration,
- 5) Science driven process,
- 6) Protection of existing water rights.

This combination of projects constitutes a comprehensive water plan for the state.

Through a comprehensive plan that brings all stakeholders to the table, California can solve its water needs, and it can avoid the continuous water wars that have long divided our state. Unfortunately, California is once again embroiled in a bitter water war brought about by the Bay Delta Conservation Plan, the most recent attempt to fix California's water supply. After more than five years of study and over \$200,000,000 spent on consultants, the process has become bogged down and turned into another battle pitting north vs. south, water exporters vs. environmentalists, and senior water right holders vs. new comers. A classic California water brawl is in full bloom.

The BDCP water plan for California is to take water out of the Sacramento River just south of Sacramento and put it into two tunnels each 40 miles long, 40 feet in diameter and with a potential capacity of moving 15,000 cubic feet per second (cfs). While the current proposal is set up to move 9000 cfs, the twin tunnels have a much larger capacity therefore setting the system up for future expansion. Pumping would also continue directly from the southern Delta at the Tracy pumps. The system will be able to deliver up to 5.3 million acre feet of water to the pumps in Tracy and then on to the San Joaquin Valley farmers and Los Angeles.

So what is wrong with the BDCP? It is not a water plan for California. It does not create one gallon of new water. It does not solve the long term needs of the state. With a minimum estimated construction and operating cost over 50 years of \$24.5 billion, it is an extraordinarily expensive plumbing system dressed up with a coating of habitat restoration. The plan simply takes water from one region and delivers it to another while tearing up acres of prime agricultural farm land in the process. All of this while stoking the fire of divisiveness over water that has plagued our state for years.

A quick look at the water flow in the Sacramento River over the last two decades shows that approximately six months out of the year there is somewhere between 15 and 20 thousand cubic feet per second (cfs) of water flowing in the Sacramento River. The BDCP proposal has the potential to suck the river dry and destroy the largest delta estuary on the west coast of the Western Hemisphere. Critical habitat for dozens of fish species like salmon, striped bass, and sturgeon would be threatened. These fish and the water they live in are crucial for jobs, agriculture and fishing businesses, and the region's economy.

We should never build a water system that has such destructive potential. It is never safe to assume that ecological concerns will trump greed and thirst. We should keep in mind that in 2012 the U.S. House of Representatives voted on H.R. 1837, the euphemistically titled Sacramento-San Joaquin Valley Reliability Act. The bill passed by a vote of 246 to 175 and swept away all environmental protections for the Delta while stealing 800,000 acre feet of water from the aquatic environment. Luckily, the legislation was derailed in the U.S. Senate, but H.R. 1837 in one form or another is likely to return in future legislative battles.

California must move beyond a patched plumbing system. We need to think about what California really needs, and what it needs is a comprehensive water plan. Big changes are coming that threaten our water supply and our economy. A short list of these challenges include: climate change and related weather events, population growth, world food supplies, and earthquakes.

Climate change is real and its effect on California will be significant. The Colorado River Basin is in a prolonged drought, and likely to be much drier in the future. Based on today's water flows, the water in the Colorado River is oversubscribed by a third and projections indicate less water in the future. This is a big, big problem for the seven states that rely on the river, and especially for Southern California.

The Sierra Nevada Mountains, the Central Valley, and the coastal ranges will also be drastically impacted by climate change. We know that the timing of the precipitation is going to change and the snow is already melting earlier. As a result, the snowpack is moving up the mountains and while it may be deeper at the higher altitudes, the amount of land it covers is greatly reduced. It's the lower snowpack that has the greatest volumes of water and if that continues to recede, we will have less and less water. The 2009 "California Water Plan," published by the California Department of Water Resources, estimates that the snow pack will decrease 25-40 percent by 2050.² We must also anticipate more severe storms and flooding. All of this means the natural and man-made storage systems will hold less water. Putting the denial of scientific facts aside, California has to deal with the reality of climate change and its water policy implications.

We know California's population will continue to grow and therefore, the demand for water will increase. We know the world will be very hungry in the future, and we know that the role of agriculture in California is going to be exceedingly important. California agriculture not only fills our own desire for diverse and nutritious foods, but it will also continue to meet basic food needs for people around the world and will continue to serve as an essential component of our nation's economy.

We know the Delta is in serious trouble. The fish species are threatened with extinction and a total collapse of the estuary ecosystem is possible if the current water pumping program continues. Rising sea levels and deferred maintenance threaten the Delta levees which protect nearly 500,000 people, thousands of acres of valuable farm land, and miles of critical highways, gas and water transmission lines, and water delivery channels. Major upgrades are needed.

For these reasons, California must take off its blinders and expand its scope when thinking about ways to manage its water supply. It must be a holistic approach that is applied to every project that will impact the water needs of all Californians.

SIX BUILDING BLOCKS FOR CALIFORNIA'S WATER FUTURE

To achieve this comprehensive approach, here are six specific actions to provide a foundation for California's water future. If California does all of these, we will create new water supplies and better use the resources we already have:

- 1) Conservation,
- 2) Recycling,
- 3) The creation of new storage systems,
- 4) Fix the Delta - right sized conveyance, levee improvements, and habitat restoration,
- 5) Science driven process,
- 6) Protection of existing water rights

CONSERVATION

The quickest and cheapest source of new water is to stretch our current supplies by conserving what we have. Californians have been at this for years in our cities, in our industries, on the farm, and in our homes. We have engaged in serious water conservation, yet more can and should be done everywhere.

There are many conservation strategies. One conservation strategy is to use devices that measure the moisture in the soil to provide real time monitoring of the exact amount of water needed for ideal growing conditions. These devices are connected to a computer that automatically turns on just the right amount of water. These systems are in use and conserve at least ten percent with a financial payback in less than one year. If they were deployed widely perhaps at least 1 percent of the 30 million acre feet of water consumed by agriculture could be saved each year (300,000 acre feet).³

All of us are going to do a lot more water conservation, not just the agriculture community. The water conservation mandate set by the state is a 20 percent reduction per capita by 2020 which equals 1,600,000 acre feet.⁴ In a very real way conservation can create new water that was not previously available for use. To be on the conservative side, let us assume that just one quarter of the State's goal could be obtained in the next decade, thereby adding 400,000 acre feet of new water to our supplies each year.

RECYCLING

Can you name the fifth biggest river on the west coast of the Western Hemisphere? It's the water that flows out of the sanitation plants in Southern California and is dumped into the Pacific Ocean.

Why would any sane government take water from the Sacramento River, pump it 500 miles south, lift it 5,000 feet in the air, clean it, use it once, clean it to a higher standard than the day it arrives in Southern California, then dump it in the ocean? California does just this as it discharges over 3.5 million acre feet of water to the ocean each year, much of which could be reused.

We need to think seriously about recycling, not just in Southern California, but everywhere. The State of California currently recycles approximately 650,000 acre feet of water each year and has set a water recycling goal of 1.5 million acre feet of new water in California by 2020, and 2.5 million acre feet by 2030.⁵ While achievable, WaterReuse California estimates this goal cannot be achieved without State regulatory changes to expand the types of recycling available that rely on existing technologies.⁶

Another option is desalination of the ocean. This is feasible and used extensively throughout the world, however it is not a viable option for all communities. It costs about 40 percent more to desalinate sea water than to recycle water using current technology. However, technological advances are being pursued for both recycling and desalination that could lower the costs of both.

In the next ten years, conservation and recycling in California can create approximately 2.2 million acre feet of new water to use each year, and that can increase to 3.2 million acre feet in twenty years. This is new water that is not available today because it is wasted or pumped out to sea. It can be developed at a reasonable cost when compared to all other alternatives that might be out there. Conservation and recycling are steps one and two in a comprehensive water program for California.

CREATE NEW STORAGE

Water storage south of the Delta is possible and necessary. The capacity of the great Delta pumps near Tracy is 15,000 cubic feet per second. They are designed to meet maximum demand south of the Delta. They do not operate year round, only when there is sufficient water in the Delta, when threatened fish are not near the pumps, and when there is agricultural and urban demand south of the Tracy pumps. There is very limited water storage capacity south of the Delta. We must build more. San Luis and Los Vaqueros reservoirs could be expanded. New dams could be built at Los Banos Grandes, Temperance Flats, and numerous smaller off stream sites throughout the San Joaquin Valley. There are extensive and numerous aquifers throughout the San Joaquin Valley that may prove suitable to store additional water that would be used in a conjunctive water management system. With these water storage facilities in place and a

smaller cross Delta facility operating year round, the need for havoc causing, excessive pumping in the Delta could be avoided.

When coupled with recycling, the underground aquifers in Southern California are another key to our water future. The underground aquifers of the Santa Ana River in Orange County, the San Fernando Basin, Chino Basin, San Bernardino, San Gabriel Basin, and others have a combined capacity larger than Shasta Reservoir, the largest man made reservoir in the state. Today, some recycled water is put into the underground water basins to be stored for those inevitably dry years. When needed, it is pumped out, used, cleaned and returned to storage. On a larger scale this recycling system could create as much as 2.5 million acre feet of new water, and thereby reduce the need for shifting Colorado River supplies and imports from the Sacramento River.

Surface and underground storage should be used in a conjunctive water management program. Use the rivers when there is lots of water and use the reservoirs when there is little. Another way to describe this strategy is “big gulp” and “little sips.” When there are low flows in the Delta the system would take a little sip. When there is excessive water in the Delta, the system would take a big gulp, but there must be some place to put that water when the big gulp is taken. Therefore, the surface and sub-surface reservoirs south of the Delta become an essential element in a California water plan.

Water storage north of the Delta is also important, and three proposals are on the books today. An off stream reservoir at Sites, located west of Williams, has great promise for storage and for creating greater flexibility in managing the Sacramento River for salmon runs, water demand, and Delta outflow. This reservoir can deliver 500,000 acre feet of annual yield and the additional flexibility that it offers can under some scenarios save another 500,000 acre feet of water that would otherwise be released into the river systems.⁷ Raising Shasta Dam is also possible, as is better conjunctive management of the many aquifers in the Sacramento Valley. State and federal agencies have already commenced studies for these projects. A quick completion of these studies is essential.

FIX THE SACRAMENTO – SAN JOAQUIN DELTA

The current plan for the BDCP is a dual use facility with the main focus on the twin tunnels with a capacity of 15,000 cubic feet per second, and the continued use of the Delta channels for moving water from the Sacramento and San Joaquin rivers to the Tracy pumps. This dual use system adds another layer of risk to the eco-system and agricultural economy of the Delta with the potential for the massive tunnels to suck the Delta dry from the north and from the south with the thirsty pumps. In scale, the cost and destructive potential of this project will rival the Three Gorges Dam on the Yangtze River in China. The twin tunnel proposal is a large scale, destructive project that does not create one gallon of new water for a thirsty California.

The location of the intakes for the twin tunnels is in the heart of the rich farm lands of the northern Delta, near the small community of Courtland. Thousands of acres of valuable farmland essential to California agriculture production will be destroyed during construction of the project, and, following completion, a vast industrial zone of pumping stations, fish screens, reservoirs,

and electrical stations will impede on one of California's great agricultural regions. Along the forty mile route of the twin tunnels the construction process will produce a total of 22 million cubic yards of tunnel muck. This combination of soil and conditioning agents will have to be stored and managed and the latest draft of the plan calls for storage areas along the tunnel ranging in size from 100 to 570 acres. The amount of muck extracted would be enough to cover 100 football fields to a height of roughly 100 feet, and in the end will destroy close to 1600 acres of farm land while disrupting domestic and agricultural water wells.

A SOLUTION FOR THE DELTA

Go forward carefully; start small; use science to evaluate each step; then proceed to the next step. Remember the Delta is a unique and precious environmental asset. We must take care of it. A narrowly focused plumbing system like the BDCP will not achieve progress in creating a water supply sufficient for California's future. We must pursue a holistic, comprehensive approach that will achieve a bigger bang for our buck.

First, reduce demand on the Delta with steps one, two and three: water conservation, recycling, and strategic use of storage facilities. Use the "Big Gulp, Little Sip" pumping strategy. Move forward with the flood plain and fresh and saltwater marsh habitat improvements. Repair and improve the key Delta levees. Evaluate the effect on the Delta as these projects come on line. Then, and only if necessary, proceed with a conveyance system that is much smaller and with a reduced capacity to destroy.

A much smaller facility with a capacity of no more than 3,000 cubic feet per second could be built to deliver water from the Sacramento River to the Tracy pumps. With the normal minimum flows in the Sacramento River above 15,000 cfs, a small 3,000 cfs facility could operate at least 300 days in most years, delivering approximately two million acre feet of water south to the pumps at Tracy where it would be pumped south to the new and expanded storage facilities.

There are several alternative ways to build this smaller system. One alternative is found with a careful look at the Delta map which reveals that two thirds of this Delta friendly system is already built. Two miles from the State Capital is the Port of Sacramento and the shipping channel that ends 25 miles south near Rio Vista. From there it is thirteen miles to existing channels and the Tracy pumps. The Federal Government already owns the land along the river where an intake and fish screen could be built, allowing 3000 cfs of Sacramento River water to enter the channel and flow south to a shipping lock at the southern end of the channel. Then, pumps could deliver the water into a short 12-mile pipe beneath the Sacramento and San Joaquin Rivers and into the existing Delta channels that lead to the Tracy Pumps. The threatened Delta fish could be protected by sealing the channel from the Delta. Such a smaller facility is less costly than two 40-foot diameter, 40-mile long tunnels that devastate large swaths of the Delta and put the entire Delta at risk.

It is correct that this smaller facility like the twin tunnels is insufficient to quench the thirst of the Southern water contractors. This is where the southern reservoirs and the "Little Sip, Big Gulp" strategy comes into play. In normal water years there is sufficient water in the Delta to allow the

pumps to take a big gulp of two million acre feet of water. This amount together with the two million acre feet delivered through the 3,000 cfs facility and the new water developed from conservation and recycling efforts could add up to six million acre feet. This plan would create far more new water than will ever be available with the current BDCP plan, which in its current state creates nothing new, except new destruction.

IMPROVE DELTA LEVEES

This small 3,000 cfs proposal and the current twin tunnel BDCP proposal envision the continued use of the existing Delta levee system as water conveyance channels for the delivery of water to the big pumps at Tracy. However, the BDCP has neither a plan nor funding for the maintenance of the levees that are crucial for their proposed water conveyance system. The Delta levees must be upgraded and maintained if water is to be transported through the Delta and if the Delta agriculture, infrastructure, ecology and people are to be protected.

No sane homeowner would go fifty years without maintaining their plumbing system. For more than fifty years, the Bureau of Reclamation and the California Department of Water Resources have used the Delta levees as a plumbing system to deliver water from the Sacramento River to the Tracy pumps. Yet, they have spent virtually no money maintaining these critical levees, the failure of which could shut down water deliveries for an extended period of time. The Federal and State agencies have relied upon the local reclamation agencies to do the repairs, literally giving the exporters a free ride. When a levee does give way and an island is flooded, it is the local agency and federal and state governments that foot the bill to repair the levees, often at a much greater cost than would have been necessary with basic maintenance.

Legislation is necessary to require that the Federal and State water contractors, who have for years and will continue for even more years depended upon the Delta levees for the delivery of water to their fields and cities, pay a part of the levee maintenance cost.

HABITAT RESTORATION

The BDCP envisions restoring flood plains and the salt and freshwater marsh habitat of the Delta in an effort to restore the fisheries. However, a series of questions are raised: where to do it, how much to do, what type, at what cost and who is to pay for the restoration? Those who have created the ecological problem should pay for the restoration of the problem. All this will require careful attention to science, and a careful balance between competing goals. Current science indicates that no amount of habitat restoration can compensate for the damage done to fish from excessive water exports.

LET SCIENCE DRIVE THE PROCESS

The BDCP and any other proposal must be based and driven by quality science that measures and informs decisions. California and federal law require that the Delta aquatic and terrestrial

ecosystems be protected. We must do so, not just because the laws demand it, but because our status as human beings on this planet demands that we pay attention and protect precious and rare ecosystems. Also, healthy ecosystems provide a valuable asset to our communities because healthy ecosystems help to ensure we have healthy water. If we let the ecosystems fall by the wayside, our water will get dirtier making it increasingly difficult and costly to clean it up enough to use. For all of these reasons, we must let science govern.

The BDCP anticipates 50-year permits from state and federal agencies to allow incidental takes of endangered fish species. Once granted, the water exporters will have assurances that the project can take covered species and pump Delta water despite changes in the environment. To date, BDCP has not built in flexibility to address the inevitable changes that will occur and the damage that could be done if the plan does not account for climate change.

We must also use science to understand our river basins in the age of climate change. Dams on California Rivers serve multiple purposes of water storage, flood protection, electric power generation, recreation, and environmental river flows. Current dam operations on California Rivers place flood protection as the first priority followed by water storage. The decisions to release water to create greater flood storage are based on the average river flows compiled from the last 60 years. Climate change and resulting river flow change is certain and one can only imagine how rare it will be for the historic average to actually occur.

We have the technology today to better understand what is happening, in real time, in every river basin in this state. Satellites and unmanned aircraft using infrared and ground sensing radar, together with terrestrial stations collecting soil conditions, snow temperature and moisture content coupled with telemetry will soon be deployed in the American River basin. Collecting this data and using it in real time to predict river flows allows for better operation of the dams so that additional flood storage capacity could be available by lowering the reservoir ahead of the storm or keeping water in the reservoir if a major storm is heading for a different river basin or if it is a cold snow storm. Using the best science can simultaneously deliver increased flood protection and greater water storage.

PROTECT WATER RIGHTS

Soon after gold was discovered in California, the miners discovered that water could be used to separate gold from gravel and soon after, the right to the water flowing in the rivers became as valuable as the gold. Today, water is California's gold. The classic water war in California is usually about one group attempting to take another group's water. It is reasonable to view the current BDCP conflict in this way: southern exporters taking water belonging to northern water right holders and water necessary for the aquatic river environment. Any water plan that ignores the prior and existing water rights is destined to be embroiled in a vicious and contracted water war. If a project is to be built, then existing rights must be honored.

CONCLUSION

California must develop a comprehensive water program. The current Bay Delta Conservation Plan is an outdated and destructive plumbing system. It does not create any new water. It does not provide the water and the ecological protection the Golden State must have. California and the federal government must set aside the big, expensive, destructive plumbing plan and immediately move forward with a comprehensive program that includes:

- 1) Conservation,
- 2) Recycling,
- 3) The creation of new storage systems,
- 4) Fix the Delta - right sized conveyance, levee improvements, and habitat restoration,
- 5) Science driven process,
- 6) Protection of existing water rights

California is once again embroiled in a water war. The Bay Delta Conservation Plan is not a comprehensive plan; it is a plumbing system that seeks to extract water from one part of the state and deliver it to another part. If history is any indication, water wars are expensive and fruitless. Only by embracing a comprehensive plan that creates new water for the entire state can we avoid gridlock and a water war. This paper presents a plan that emphasizes using the best available science and a portfolio of water projects to create a positive solution to the water challenge facing California. It's time to move forward and ensure a reliable water supply for the entire state.

¹ California, Department of Water Resources and Natural Resources Agency, *The Bay Delta Conservation Plan* Draft Chapters, March 2013

<http://baydeltaconservationplan.com/Library/DocumentsLandingPage/BDCPDDocuments.aspx>.

² California, Department of Water Resources, *California Water Plan Update 2009, Integrated Water Management Bulletin 160-09*, 2009 < <http://www.waterplan.water.ca.gov/cwpu2009/index.cfm> >.

³ PureSense: Real Time Irrigation Management, *New Technologies to Enhance Agricultural Water Management*, March 2013 <<http://www.puresense.com/>>.

⁴ California, State Water Resources Control Board, *20X2020 Agency Team Questions and Answers*, 2 June 2008, <http://www.swrcb.ca.gov/water_issues/hot_topics/20x2020/docs/questions_answers.pdf>.

⁵ California, Department of Water Resources, *California Water Plan Update 2009, Integrated Water Management Bulletin 160-09*, Vol. 2, Chapter 11, 2009 < <http://www.waterplan.water.ca.gov/cwpu2009/index.cfm> >.

⁶ WaterReuse Research, *Meeting California's Water Needs and Goals through an Unprecedented Initiative: Advancing Direct Potable Reuse*, Capitol Hill briefing materials, March 2013.

California, Department of Water Resources, *California Water Plan Update 2009, Integrated Water Management Bulletin 160-09*, Vol. 2, Chapter 11, 2009 < <http://www.waterplan.water.ca.gov/cwpu2009/index.cfm> >.

⁷ Sites Project Joint Powers Authority, *North-of-the-Delta Off Stream Storage Fact Sheet*, www.sitesjpa.net.

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APR 16 2013

Clerk/Board of Supervisors

FRANCES E. HOFMAN
3002 FORTY MILE ROAD
OLIVEHURST, CA

April 11, 2013

Yuba County
Board of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901

Dear Board of Supervisors,

I, Frances Hofman, respectfully request the right to address the Board of Supervisors and request action regarding the followings items as soon as possible:

1. Mr. Brunner's staff report, which is attached , verified the fact that TRLIA has not accomplished the 200-year flood protection in TRLIA's Operation and Maintenance Assessment District.
2. The staff report shows TRLIA's staff approved using the same HDR Engineering Firm that was involved with the prior engineering criteria for TRLIA's 200 year flood protection levee system.
3. The report shows that TRLIA knew, for several months, of the problems with compliance to Department of Water Resources Urban Levee Design Criteria dated May 2012. No public notice or notice to the Yuba County Board of Supervisors was given that 1.9 miles of the West Levee of the Western Interceptor Canal did not provide the required construction to meet a 200 year flood protection.
4. TRLIA's staff was aware that there was a problem of 1.9 miles of the Levee that could fail during the 2012-2013 Flood Season. If TRLIA's Board was not aware of the vulnerability of the levee prior to the Staff Report of April 9, 2013, drastic measures need to be taken to prevent this type of communication failure from occurring again.
5. Yuba County Board of Supervisors have endorsed the 200 year flood protection program, as presented by TRLIA.

Due to the above facts I am requesting the Board of Supervisors to address and take appropriate action on the following matters:

1. Informing the Citizens of Yuba County the State reported failure to meet the 200 year Urban Levee Design Criteria for Levee's, involving 1.9 miles of the Western

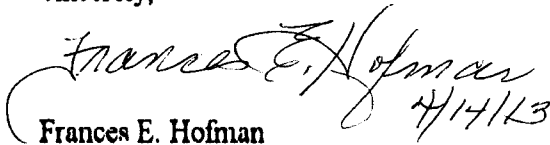
BOS CORRESPONDENCE C

Interceptor Canal West Levee potential failure.

2. The Board of Supervisors needs to be informed immediately by TRLIA's Staff if they are aware of any additional potential failures in the Levee system.
3. The Board of Supervisor's should investigate the competency of the agencies request to use the same engineering firm to determine the deficiencies and the proposed solution of the levee system problem.
4. Were the Board of Supervisors informed by TRLIA that the engineering firm changed it's criteria for the levee prior to the construction of the remaining levee system?
5. Where is the money going to be provided to correct the deficiency as stated in Mr. Brunner's report?
6. Will the information contained in the April 9, 2013, report effect the ability of the County to make its Bond payments for the Feather River Set Back Levee? It is my understanding that the money to repay the Bond was to come from the building of houses in the Operation and Maintenance Assessment District of TRLIA is this still true?
7. The Board of Supervisors should guard the powers granted to TRLIA to assure the people and the county that they are protected.

The Board of Supervisors are responsible for the health, welfare and safety of the people of Yuba County that is why I am requesting the above actions.

Sincerely,


Frances E. Hofman 4/14/13

Attachment (1)



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

(530) 749-7841 Fax (530) 749-6990

April 9, 2013

TO: Three Rivers Levee Improvement Authority Board
FROM: Paul G. Brunner, Executive Director
SUBJECT: Approve Amendment 15 to Contract with HDR Engineering, Inc. for
Geotechnical Services for the Western Pacific Interceptor Canal – 200 Year Urban
Levee Design Criteria

Recommended Action:

Approve a \$625,084 contract amendment #15 (attached) to the HDR Engineering services contract for geotechnical and design services for the WPIC, and authorize Executive Director to sign and execute upon review of General Counsel.

Background:

Since 2004, TRLIA has continued to make steady progress in achieving 200-year protection for RD 784. In May 2012, DWR issued Urban Levee Design Criteria (ULDC) which serves as the standard for demonstrating 200-year protection. DWR, as part of its Urban Levee Evaluation Program (ULE), is performing levee evaluations in urban areas to identify deficiencies preventing the levees from meeting the ULDC. DWR has identified deficiencies in meeting the State's ULDC and is preparing reports to present these findings. Specifically, DWR identified seepage and stability issues in 1.9 of 5.9 miles of the WPIC. DWR has identified remediation alternatives for the deficient reaches and is preparing cost estimates for these alternatives. This information will also be included in the reports that DWR is preparing. TRLIA Staff continues to coordinate with DWR and will review the reports before they are finalized.

HDR was tasked by TRLIA to review DWR's evaluation and to provide the information necessary to pursue a 200-year compliance determination for the WPIC in accordance with the ULDC. HDR has concurred with the ULE findings that certain portions of the WPIC levee do not meet the ULDC. In November 2013, HDR issued a technical memorandum documenting their review of DWR's reach and cross-section development and characteristics assigned to each soil layer. Based upon this review, it is recommended that additional geotechnical investigations and analyses be performed to better define controlling features and limits of deficient areas. Doing so could reduce the physical extent and scope of the remedial measures.

After the USACE's periodic inspection of the WPIC, USACE commented negatively on the standing water that occurs after heavy rain storms along the toe of the WPIC levee. This ponding, impacts wet weather access along the toe of the levee. A drainage evaluation and landside levee access corridor design is needed to determine how to correct the ponding.

Discussion:

Amendment 15 proposes that HDR perform the following tasks:

APR - 9 2013 *Cont to a future date /rpf*

- Review the DWR/URS ULE analyses of the WPIC and compare those to HDR's seepage and stability analyses and document in a technical memorandum;
- Conduct additional, targeted geotechnical explorations, laboratory testing, and analyses to define extent of the deficiencies. This will be documented in a technical memorandum and Geotechnical Data report;
- Conduct and document a remedial measures alternative analysis, including cost comparison;
- Prepare a Geotechnical Basis of Design Report; and
- Conduct a local drainage evaluation and develop access road designs.

The attached proposal provides additional detail as to the scope of services for this effort.

While Amendment 15 will provide a draft basis of design, it will not provide construction documents. Additional work will be required to prepare final plans and specifications. Plans and specifications will be heavily dependent on the additional data proposed in Amendment 15 and will reflect appropriately scaled and scoped solutions to the levee problem. The cost for plans and specifications is estimated at \$150,000 and would require a future amendment to the HDR contract.

When plans and specifications are complete and the proposed construction project is ready for bid, an additional amendment will be needed to cover construction management of the project. The current estimate for construction management is \$800,000. This amendment will likely be needed at the beginning of the summer of 2014 in order to cover construction that is expected to begin in late summer of 2014 and extend into 2015.

Fiscal Impact:

The amendment amount is \$625,084 for services on a time-and-expenses basis, not to exceed the maximum amount \$10,382,409 of the contract for Professional Services without prior authorization by TRLIA. The future amendments to prepare plans, specifications and for post-design activities are estimated at \$950,000.

Funding for Amendment 15 and future HDR amendments and construction work could come through several avenues. The work is currently being proposed as part of the State/TRLIA Upper Yuba River Levee Improvement EIP. If DWR accepts the proposal, the cost sharing would be 30 percent local, 70 percent State.

If DWR does not accept the proposal, TRLIA could pursue a separate funding agreement with the state that is anticipated to be available in the fall of this year. Securing a new agreement has a significant drawback of delaying the needed levee work, due to the timeframe of 9-12 months, required to apply for and execute a new funding agreement.

TRLIA has sufficient local funds to pay for Amendment 15 in total should the current UYLIP funding agreement, or future funding agreement not happen. TRLIA does not have sufficient local funding to solely complete the remaining WPIC design and construction work without the state funding agreements being in place.

Attachments:

- Amendment 15 Agreement
- HDR Scope and Fee Estimate for Amendment 15



MBK
ENGINEERS

1771 Tribute Road, Suite A
Sacramento, California 95815
Phone: (916) 456-4400 • Fax: (916) 456-0253

RECLAMATION DISTRICT 784

WPIC ADDITIONAL EXPLORATION REACHES

Unit 145 & 149 Levee System

NO.	DATE	REVISION	SCALE: 1:6,000
			JOB NO: 5141
			BY: NWW
			CHK: --
			DATE: 04/07/2010

Figure
1

**FIFTEENTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.**

THIS FIFTEENTH AMENDATORY AGREEMENT is made and entered into this ____ day of _____ 2013, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from \$2,580,038 by \$118,955 to \$2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from \$2,698,993 by \$117,649 to \$2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from \$2,876,642 by \$661,193 to \$3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from \$3,537,835 by \$280,000 to \$3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from \$3,817,835 by \$954,524 to \$4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased the maximum not to exceed contract fee from \$4,772,359 by \$2,416,874 to \$7,189,233 and extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009 increased the maximum not to exceed contract fee from \$7,189,233 by \$155,846 to \$7,345,079; and

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from \$7,345,079 by \$1,473,064 to \$8,818,143; and

WHEREAS, a TENTH AMENDATORY AGREEMENT, executed August 12, 2011 increased the maximum not to exceed contract fee from \$8,818,143 by \$162,879 to \$8,981,022; and

WHEREAS, an ELEVENTH AMENDATORY AGREEMENT, executed October 18, 2011 increased the maximum not to exceed contract fee from \$8,981,022 by \$636,668 to \$9,617,690; and

WHEREAS, a TWELFTH AMENDATORY AGREEMENT, executed February 21, 2012 increased the maximum not to exceed contract fee from \$9,617,690 by \$50,000 to \$9,667,690 and extended the contract date to December 31, 2013; and

WHEREAS, a THIRTEENTH AMENDATORY AGREEMENT, executed September 18, 2012 increased the maximum not to exceed contract fee from \$9,667,690 by \$59,762 to \$9,727,452; and

WHEREAS, a FOURTEENTH AMENDATORY AGREEMENT, executed October 24, 2012 increased the maximum not to exceed contract fee from \$9,727,452 by \$29,873 to \$9,757,325; and

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties; and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

- 1. Exhibit A of AGREEMENT shall be amended to perform those additional services as described in Exhibit A to this FIFTEENTH AMENDMENT.**
- 2. Attachment B, Provision B.1 of the Agreement shall be revised to increase the maximum not to exceed contract fee by \$625,084 from \$9,757,325 to \$10,382,409.**

All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

This Amended agreement is hereby executed on this ____ day of _____, 2013.

**THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY**

HDR ENGINEERING, INC.

**Paul G. Brunner
Executive Director**

**Robert M. Boling
Senior Vice President**

**ATTEST:
DONNA STOTTEMEYER
CLERK OF THE BOARD**

APPROVED AS TO FORM:



**SCOTT L. SHAPIRO
GENERAL COUNSEL**

SCOPE AND FEE ESTIMATE FOR ENGINEERING DESIGN SERVICES

(Amendment No. 15)

Three Rivers Levee Improvement Authority

Yuba County, California

**Geotechnical Services for the Western Pacific
Interceptor Canal – 200 Year Urban Levee Design
Criteria**

March 18, 2013



**2365 Iron Point Road, Suite 300
Folsom, CA 95630**

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Introduction

HDR Engineering, Inc. (HDR) is currently under contract with the Three Rivers Levee Improvement Authority (TRLIA) in Yuba County, CA to provide the information necessary to pursue a State of California Department of Water Resources (DWR) compliance determination in accordance with the Draft May 2012 Urban Levee Design Criteria (ULDC) for the Western Pacific Interceptor Canal (WPIC) West levee and the eastern portion of the Bear River North levee.

Review of new data and subsequent analysis conducted as part of the initial stages of ULDC analyses, HDR has found that portions of the levees do not meet ULDC levee design criteria. HDR has determined that additional geotechnical data and analyses are required to better define controlling features and the limits of potentially deficient areas. As part of the initial analyses HDR was requested to review the DWR/URS Urban Levee Geotechnical Evaluation (ULE) analyses of the WPIC West Levee and summarize comments in a technical memorandum (TM). In addition, engineering support to evaluate remedial measures for drainage concerns along the WPIC has been requested.

The scope of services is outlined below.

Scope of Work

The tasks outlined in this scope have been prepared based on discussions with MBK Engineers (MBK) and includes the following effort:

- Review the DWR/URS ULE analyses of the WPIC and include HDR's opinions in a TM.
- Perform additional targeted geotechnical exploration, laboratory testing, and analyses. Prepare a TM summarizing current analyses, a Geotechnical Data Report, an Alternatives Analysis and a draft Geotechnical Basis of Design Report.
- Local drainage evaluation and access road design.

Task 1 Project Management

The project management task includes time necessary for coordination with TRLIA and other members of the project team, as well as time needed for preparing progress reports and other management tasks.

Task 2 Geotechnical Services

2.1 Review of DWR/URS ULE Analyses

At the request of MBK, HDR has reviewed the DWR/URS ULE analyses on existing conditions on the WPIC West Levee. HDR reviewed the details of model input including

topography, stratigraphy, WSE, and the results of their seepage and stability analyses. A draft TM was produced summarizing HDR's findings and opinions on applicability and refinements.

2.2 Technical Memorandum - Current Analyses

HDR will prepare a TM to summarize the result of HDR's current seepage and stability analyses of the WPIC and Bear River North levees studied. The TM will be based on the currently-available subsurface data, topography, and WSEs and would include results related to criteria, and initial estimate of limits of potentially deficient reaches, and remedial concepts.

2.3 Exploration and Testing

In order to support the findings pertaining to ULDC criteria and move the project to final design, additional exploration and testing is necessary. The exploration and testing would provide data to:

- Confirm blanket layer thicknesses and material classifications along the landside of the levees where modeling has indicated that underseepage is of concern.
- Verify embankment material properties where through seepage and slope stability has been identified as a concern.
- Collection of additional data to confirm embankment and foundation conditions where no remediation is anticipated.
- Aid in defining lateral limits of remediation.
- Evaluate backfill soils properties at the three identified penetrations.

HDR's proposed exploration program consists of permitting and completing up to 26 borings and 7 CPTs to depths of 20 to 65 feet deep along the levee crown and near the landside toe. Samples in boring would be collected at about 2½-foot intervals to about 20 feet below the toe and 5 feet thereafter. Eight to twelve shallow test pits along the landside slope or toe will be excavated by hand. In addition, three borings and six shallow test pits (one at each end) will be performed over the three identified levee penetrations using a backhoe.

Laboratory testing will be performed on select materials from the borings and hand excavations and could consist of, as appropriate: sieve analyses, Atterberg limits, moisture content/dry density, triaxial shear, direct shear, unconfined compression, consolidation, permeability, compaction, corrosion, and R-value.

2.4 Geotechnical Data Report

A Geotechnical Data Report will be prepared to compile both the subsurface data used as the basis of HDR's recent evaluations evaluation and the explorations proposed herein into a single document that can be incorporated into final design documents.

2.5 Geotechnical Alternative Analysis

Additional geotechnical evaluations, including seepage, stability, and settlement analyses will be performed in accordance with the project Technical Approach document, the ULDC guidance, and as explained in HDR's previous scope. Three additional cross-sectional models (with sensitivity variations) based on the current data will be evaluated. In addition, once the additional geotechnical data is collected, six cross-sectional models (with sensitivity variations) will be evaluated to verify recent model results, evaluation of penetrations, and to assist in determining limits of potential remediation need. Select remedial alternative measures will be evaluated to demonstrate that they will meet the project (and ULDC) design criteria. Up to 2 remedial measures will be evaluated at each reach found not meeting project criteria. The results of these analyses will be summarized in an Alternative Analysis report.

2.6 Draft Geotechnical Basis of Design Report

A draft Geotechnical Basis of Design Report will be prepared once remedial alternatives are selected. The Report will include design-level recommendations and preliminary design details.

2.7 Meetings

Ten meetings at MBK's office will be necessary through this scope.

2.8 Deliverables

- ◆ Exploration Map
- ◆ Technical Memorandum – Results of Analyses based on current data (draft and final)
- ◆ Geotechnical Data Report (draft and final)
- ◆ Alternative Analysis Report (draft and final)
- ◆ Draft Geotechnical Basis of Design Report

Assumptions

- ◆ MBK will provide all rights of entry for exploration program and other site visits.
- ◆ The 500-year WSE and 200-year hydrograph for the WPIC and Bear River are provided or will be provided by MBK.
- ◆ A meeting(s) will be held to discuss feasibility of potential alternatives. TRLIA will choose a preferred alternative for each deficient area.
- ◆ Final Geotechnical Basis of Design will be completed as part of the final design of the WPIC.
- ◆ RD 784 will provide a backhoe for the shallow test pit exploration and will backfill each excavation.

Task 3 Drainage Evaluation and Access Road

3.1 Drainage Study

The existing local drainage will be studied along the landside of the WPIC west levee. Current capacities and gravity discharge locations will be identified. Considering the potential geotechnical remediations, drainage of the chosen remediated conditions will be evaluated. Any impacts will be mitigated through design.

3.2 Access Road

TRLIA and USACE have noted that ponding during wet weather prevents passage along the landside toe of the WPIC and also hinders inspections during high water. HDR will prepare a preliminary design to provide a toe access road that will be drivable during wet weather. This road will extend from the WPIC juncture with the Bear North Levee upstream to Highway 70. This will most likely include fill to provide an elevated roadway along the levee toe. Local drainage will need to be evaluated to ensure that any impacts on local drainage are mitigated.

3.3 Deliverables

- Draft and final Drainage Study
- Preliminary design and location of 3 access road locations.

Assumptions

- Due to the changes in topography (Hwy 70 relocation, new housing development), TRLIA surveyors will provide updated topography along the WPIC.

Task 4 Engineer's Estimate

Based on the geotechnical analysis, a preliminary cost estimate of each alternative will be presented. Civil, geotechnical, real estate and environmental will be considered in each estimate.

4.1 Deliverables

- ◆ Engineer's Estimate for each alternative (draft and final).

4.2 Assumptions

It is assumed that TRLIA's real estate and environmental teams will provide unit costs for the necessary lands and mitigation needed for the alternatives.

Task 5 Schedule

Task Description	Completion Date
Task 1 - Project Management	Throughout Project
Task 2 - Geotechnical Services	
2.1 - Review of DWR/URS ULE Analyses	NTP + 30 days
2.2 - Technical Memorandum - Current Analysis	NTP + 3 weeks*
2.3 - Exploration and Testing	Exploration Map - NTP + 1 week Field Exploration - NTP + 15 weeks Lab Testing - 5 weeks after field exploration completed
2.4 - Geotechnical Data Report	NTP + 25 weeks (draft) NTP + 29 weeks (final)
2.5 - Geotechnical Alternative Analysis	NTP + 35 weeks (draft) NTP + 39 weeks (final)
2.6 - Draft Geotechnical Basis of Design	NTP + 45 weeks (draft) NTP + 49 weeks (final draft)
2.7 - Meetings	Throughout Project
Task 3 - Drainage Evaluation and Access Road	
3.1 Drainage Study	NTP + 16 weeks (draft) NTP + 20 weeks (final)
3.2 Access Road	NTP + 20 weeks (draft) NTP + 24 weeks (final)
Task 4 - Engineer's Estimate	
4.1 Deliverables	NTP + 45 weeks (draft) NTP + 49 weeks (final)

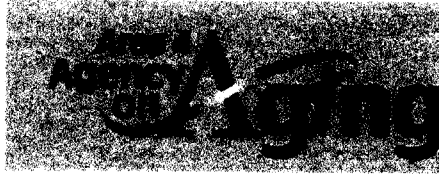
Notes:

- ◆ A 10 working day review of significant design deliverables will be conducted by TRLIA and other agencies. At the end of the review period, a review meeting may need to be held with the reviewers to discuss comments.
- ◆ Right of Entry and Permitting could delay schedule.
- ◆ *Will need revised water surface elevation along the Bear River prior to completing task.
- ◆ Drainage Study and Access Road tasks can be accomplished earlier if TRLIA desires. Additional survey or conversion of datum will be required.

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COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD



**General Purpose Financial Statements
and Supplementary Information
June 30, 2012**