

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.

OCTOBER 8, 2013

8:30 A.M. YUBA COUNTY WATER AGENCY

9:20 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider budget transfer in the amount of \$47,936 from General Fund Contingency to 102-9100-431-23-01 (Special Projects) to cover emergency illicit discharge response work on Ravine Court - Community Development and Services (Five minute estimate) (418-13)

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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Administrative Services

1. Approve airport lease agreement with B.C. Schmidt Construction for corporate hangar lease site eleven, ground site five, and authorize Chair to execute same. (405-13)
2. Approve airport lease agreement with Dennis J. James for corporate hangar lease site eleven, ground site two, and authorize Chair to execute same. (406-13)

B. Board of Supervisors

1. Appoint Tom Inderbitzen and Giuseppe Rioni in lieu of election to Brophy Water District Board of Directors for four-year terms pursuant to Elections Code §10515. (407-13)

C. Clerk of the Board of Supervisors

1. Approve minutes from the regular meeting of September 24, 2013. (408-13)

D. Clerk-Recorder/Elections

1. Adopt resolution appointing members in lieu of election to the Board of Directors for Special Districts pursuant to Elections Code §10515. (409-13)

E. Emergency Services

1. Approve out of state travel for Emergency Operations Manager to attend training in Emmitsburg, Maryland, November 4 - 8, 2013, with expenses to be reimbursed through FEMA. (410-13)
2. Adopt resolution proclaiming the continued existence of a local emergency upon review by Board of Supervisors, relating to the water emergency at Gold Village. (411-13)

F. Health and Human Services

1. Approve agreement with Yuba Community College for Independent Living Program services and authorize Chair to execute. (Human Services Committee recommends approval) (412-13)

IV. **SPECIAL PRESENTATION**

- A. Present 2013 Employee Recognition Awards. (Twenty minute estimate) (413-13)

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. Board of Supervisors

1. Consider request from Eric Mortensen regarding waiver or reduction in fees related to placement of manufactured home at 4812 Pacific Avenue, Olivehurst and take action as appropriate. (Fifteen minute estimate) (414-13)
2. Authorize providing letter of support for Camptonville Community Partnership grant request to Sierra Nevada Conservancy for Camptonville Biomass Business Center. (Ten minute estimate) (415-13)
3. Adopt resolution opposing proposed California Water Services Company rate increase. (Ten minute estimate) (416-13)

B. Community Development and Services

1. Receive information relating to commercial agriculture within the Valley Growth Boundary of the County General Plan and provide staff direction regarding request from Sardeep Atwal. (Twenty minute estimate) (417-13)

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

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

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) - Scott vs. County of Yuba

IX. **ADJOURN**

11:30 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Agenda

5:00 P.M. Wheatland City/County Liaison Committee CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

10/11/2013 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee CANCELLED
Yuba County Government Center
915 Eighth Street, Marysville Room
Marysville California

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

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.

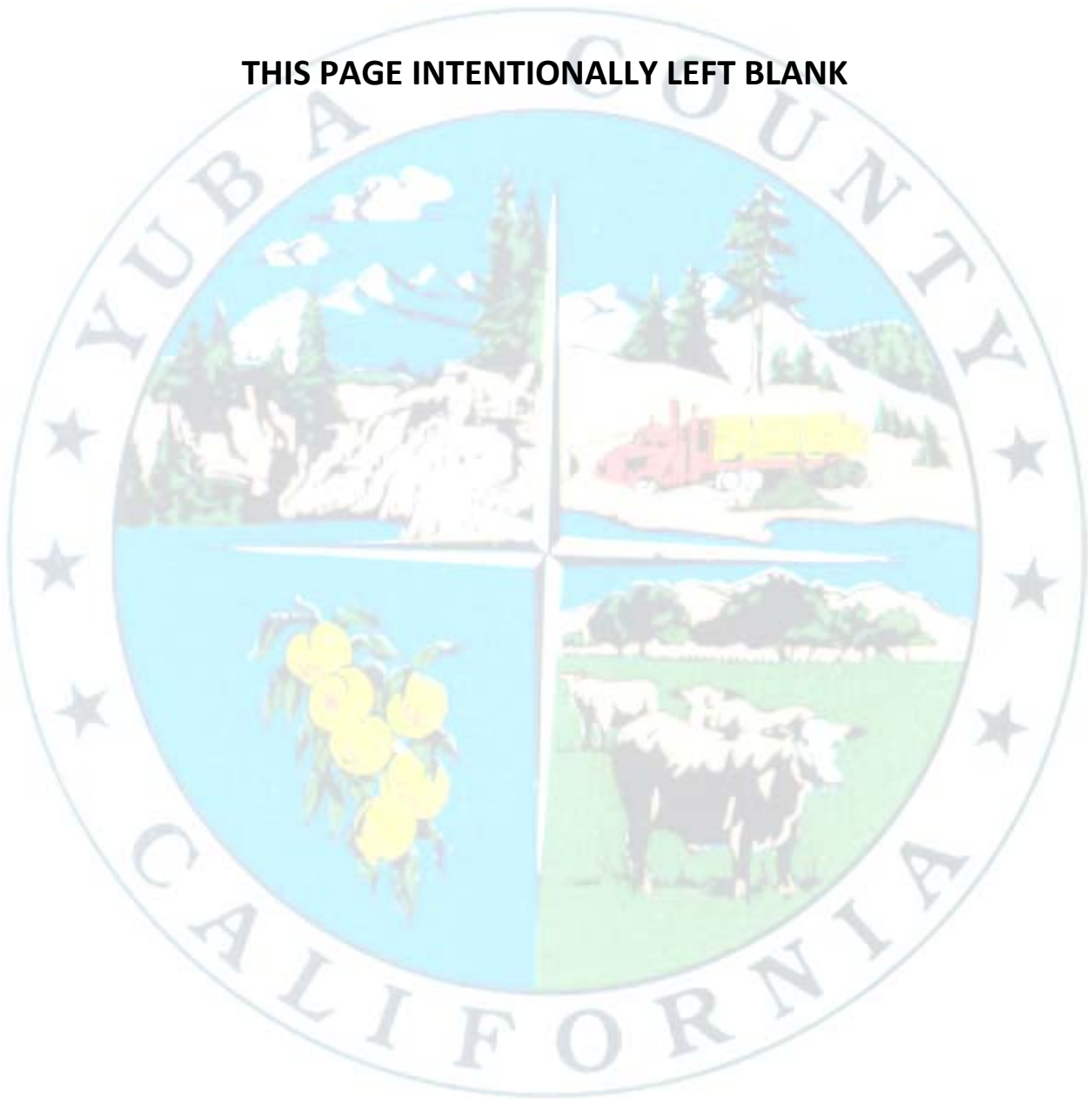
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**IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY**

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Yuba County In-Home Supportive Services Public Authority



A G E N D A

OCTOBER 8, 2013 – SPECIAL MEETING

11:30 A.M.

Yuba County Government Center
Board of Supervisors' Chambers
915 Eighth Street, Marysville, California

No other business shall be conducted at this meeting. The public shall have an opportunity to address the Board of Supervisors only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five minutes. Prior to this time, speakers should fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors.

I ROLL CALL - Directors Vasquez, Nicoletti, Griego, Abe, and Stocker

II CONSENT AGENDA

1. Approve minutes of the Special Meeting of September 10, 2013.

III CLOSED SESSION: Labor negotiations pursuant to Government Code §54957(a) – SEIU/Authority

IV ADJOURN

Yuba County In-Home Supportive Services Public Authority



MINUTES

SEPTEMBER 10, 2013

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 9:25 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, Mary Jane Griego, John Nicoletti, and Hal Stocker. Director Roger Abe was absent. Chairman Vasquez presided.

I ROLL CALL - Directors Vasquez, Nicoletti, Griego, Abe, and Stocker – Director Abe absent

II CONSENT:

A. Approve minutes of April 23, 2013.

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

B. Approve revised Housing Authority Administrative Plan and authorize the Chair to execute same.

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

III ADJOURN: 9:26 a.m. by Chairman Vasquez.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____



Land Use and Public Works Committee



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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


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

PLANNING
749-5470 • Fax 749-5434

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

October 8, 2013

TO: LAND USE & PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: APPROVE BUDGET AMENDMENT INCREASING THE APPROPRIATION TO 102-9100-431-2301 (SPECIAL PROJECTS) FOR EMERGENCY ILLICIT DISCHARGE RESPONSE WORK ON RAVINE COURT

RECOMMENDATION:

Approve budget amendment, increasing the appropriation to 102-9100-431-2301 (Special Projects) in the amount of \$~~41,936~~ to come from the General Fund Contingency for emergency illicit discharge response work on Ravine Court.

BACKGROUND:

In March 2013, Public Works received complaints regarding the presence of strong petroleum-based odors coming from the storm drain system on Ravine Court in Edgewater. Public Works and CUPA staff investigated the complaints and confirmed the presence of an illicit discharge. A significant rain event was forecast to hit the area in the next day or two.

To meet the requirements of the Clean Water Act, the County has adopted a Stormwater Quality Ordinance and approved a Storm Water Management Plan, indicating the County will take cleanup action as necessary upon identification of an illicit discharge.

DISCUSSION:

Because of the threat to public safety and the impending storm, CDSA determined that immediate action was required to clean up the illicit discharge. NRC Environmental Services, Inc. was hired to perform the cleanup with the total cost coming to approximately \$48,000. It was later determined that the contaminant was some form of "de-greaser".

CDSA and the Sheriff's Office investigated the incident and talked to the residents on the court. Unfortunately, we were unable to definitively determine the culprit, and subsequently the County has nobody from whom to seek reimbursement for cleanup costs.

FISCAL IMPACT:

This action will reimburse the Road Fund approximately \$48,000 for costs incurred performing the emergency work.

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PLEASE REMIT CHECK PAYMENT TO:
NRC Environmental Services Inc.
Box#2886 P.O. Box 8500
Philadelphia, PA 19178-2886

Emergency Response
1-800-33-SPILL (77455)

PLEASE REMIT ACH PAYMENT TO:
NRC Environmental Services Inc.
Bank of New York
ABA# 021-000-018
A/C# 56100110015632001
A/C Name: N.R.C.E.S

Invoice Date: August 30, 2013

Invoice #: 596368
NRC Job #: 74453
Customer PO #:

Customer: Yuba County
915 8th St.
Marysville, CA 95901

Contact: Michael Lee
Phone: 530-749-5420
Email: mlee@co.yuba.ca.us
Terms: Net 10 Days

Job Description: sly 500' of 24" storm sewer contaminated w/ 2000-3000 gallons of fuel or solvent illegally dumped.

Job Location: Ravine Court, Marysville, CA

Job Date (s): 3/19/13 - 4/11/13

Progress Billing: No
Final Billing: Yes

QUANTITY	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
1	y 500' of 24" storm sewer contaminated w/ 2000-3000 gallons of fuel o	ea.	47,935.66	47,935.66

THANK YOU FOR YOUR BUSINESS

INVOICE SUBTOTAL \$47,935.66
TAX n/a
TOTAL INVOICE \$47,935.66

Currency: USD

RECEIVED

SEP 3 - 2013

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

Tim Babcock Project Manager

Direct Phone
Fax

(510) 749-4150

FED ID #: 91-1572532

A 1.5% per month finance charge will be assessed for all past due invoices to include the flat late fee amount.

CC: ACCOUNTING

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: October 8 20 13

DEPARTMENT CDSA - Public Works

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
102-0000-372-99-01	Operating Transfers In	48,000
		47,936

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-23-01	Special Projects	48,000
		47,936

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
101 General Fund Contingency	47,936 48,000

FUNDS TO BE INCREASED:

FUND	AMOUNT
102 Road Fund	47,936 48,000

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

To reimburse the Road Fund for costs incurred performing emergency illicit discharge response work on Ravine Court.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

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



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



AIRPORT 741
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

405-13

October 8, 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. 11, GROUND SITE NO. 5

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 B.C. Schmidt Construction. The company has retained ownership of the aircraft hangar facility located on the ground site for the past 10 years. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$845 annually in airport revenue.

Discussion:

The location of the hangar ground lease site is shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 1,760 sf aircraft hangar.

Committee Action:

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

Fiscal Impact:

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

Attachments

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this 23 day of August, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and B.C. SCHMIDT CONSTRUCTION, 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 11 Hangar #5
(1,760 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 July, 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 Seventy Dollars and 40/100 (\$70.40), 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 One Hundred Forty and 80/100 Dollars (\$140.80).

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 44 ft x 40 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 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. The hangar is not to be used as a commercial repair/maintenance shop. No maintenance on the aircraft shall be performed in the hangar without the prior written approval of airport except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Painting is strictly prohibited. Lessee shall at all times and at its own cost and expense have all its owned or operated 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 10 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 of 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 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.

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

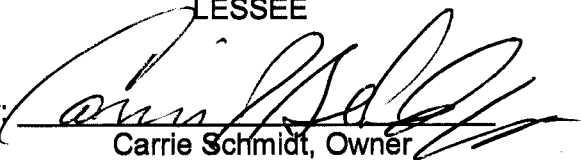
To Lessee At:

P. O. Box 1557
Williams, CA 95987

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.

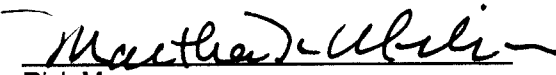
LESSEE
By: 
Carrie Schmidt, Owner

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

REVIEW OF INSURANCE:


Risk Manager

APPROVED AS TO FORM:


County Counsel

Lot 11, Hangar #5

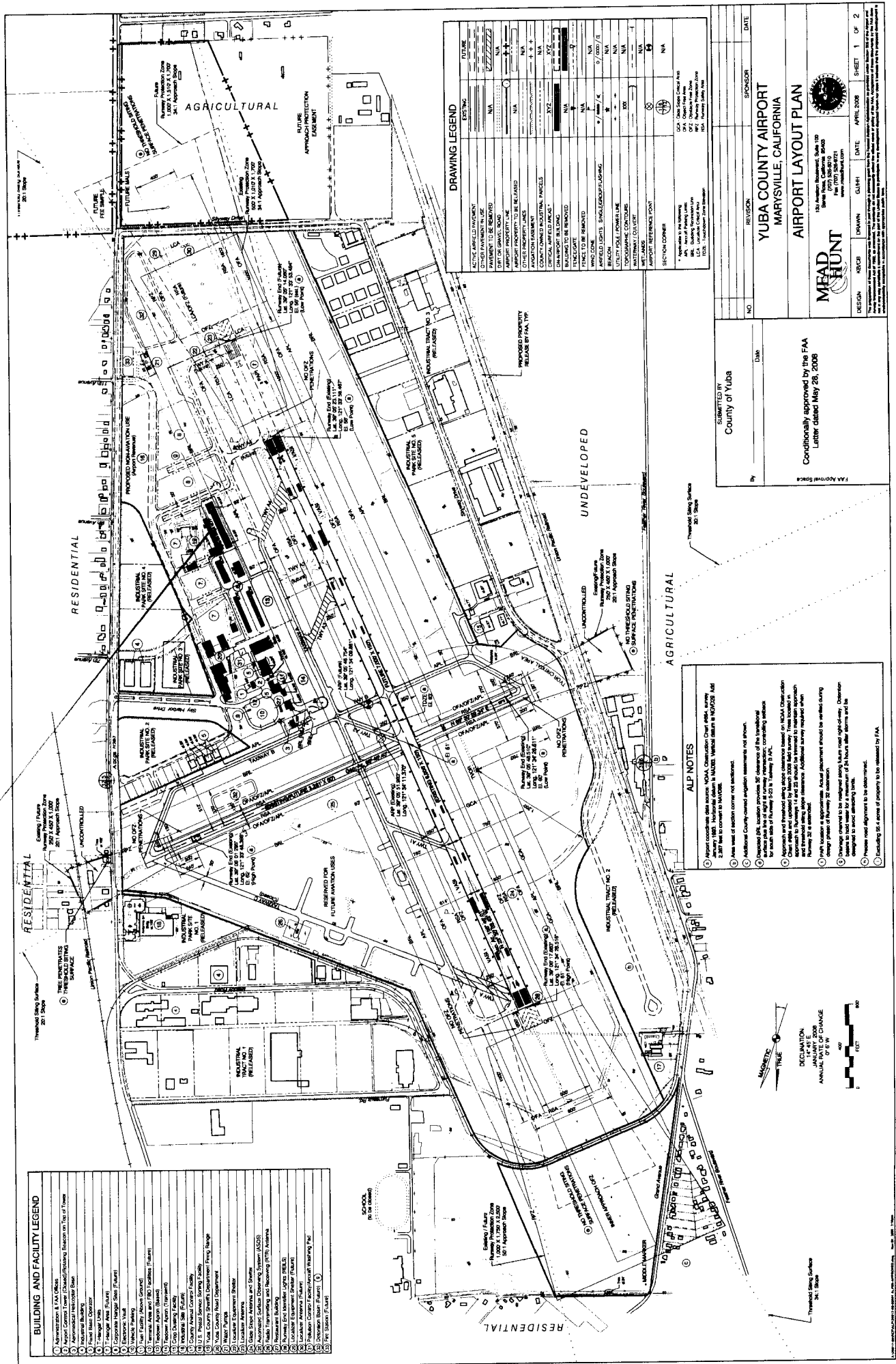


EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



406-13

AIRPORT	741
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

October 8, 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. 11, GROUND SITE NO. 2

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 Dennis James. Mr. James has purchased the aircraft hangar facility located on the ground site from the previous owner. The lease rate of \$.04 cents per square foot is consistent with similar leases and will generate \$845 annually in airport revenue.

Discussion:

The location of the hangar ground lease site is shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 1,760 sf aircraft hangar.

Committee Action:

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

Fiscal Impact:

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

Attachments

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and DENNIS J. JAMES, 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 11 Hangar #2
(1,760 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 April, 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 Seventy Dollars and 40/100 (\$70.40), 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 One Hundred Forty and 80/100 Dollars (\$140.80).

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 44 ft x 40 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 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:

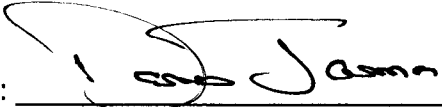
P. O. Box 749
Pleasant Grove, CA 95668

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

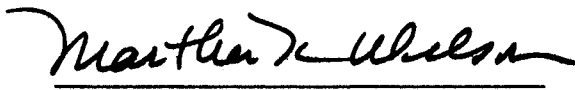
By: 
Dennis J. James

COUNTY OF YUBA

By: _____
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors

REVIEW OF INSURANCE:


Risk Manager

APPROVED AS TO FORM:


County Counsel

Site 11
Hanson #2 location

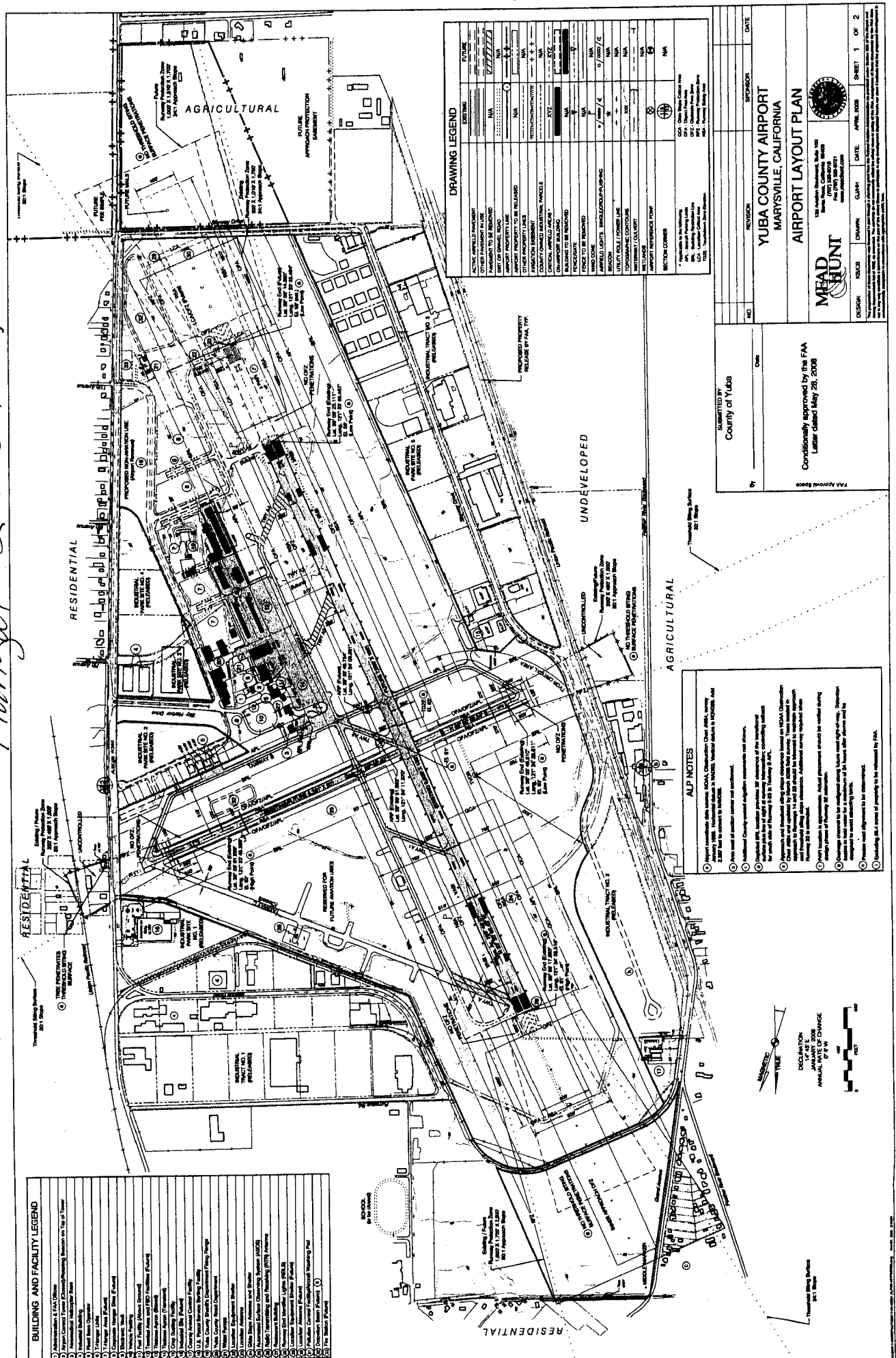


EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

DANIEL F. GALLERY
JESSE W. BARTON

GALLERY & BARTON
A PROFESSIONAL LAW CORPORATION
1112 I STREET, SUITE 240
SACRAMENTO, CA 95814-2865

P: (916) 444-2880
F: (916) 444-6915
WWW.GALLERYBARTONLAW.COM

WRITER'S E-MAIL: jbarton@gallerybartonlaw.com

September 19, 2013

RECEIVED

SEP 20 2013

Donna Stottlemeyer
Clerk, Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Clerk/Board of Supervisors

Dear Ms. Stottlemeyer:

The terms of two directors of Brophy Water District expire this year. In accordance with applicable law, notice of the vacancies was given and the time for nomination closed on August 9, 2013. As of the closing date for nomination, only the two incumbents filed declarations of candidacy.

Since the number of candidates does not exceed the number of offices of director to be filled, no election is necessary and the Secretary of the District is required to submit a certificate to the Yuba County Board of Supervisors requesting that the Board appoint the candidates who filed a declaration of candidacy by the closing date for nomination.

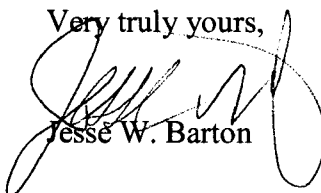
On behalf of the Brophy Board of Directors, we request that the Board of Supervisors appoint the candidates listed on the enclosed Certificate as follows:

Tom Inderbitzen: 4-year term

Giuseppe Rioni: 4-year term

Please forward to me a copy of the resolution appointing the candidates once the Board of Supervisors has acted on this matter.

Very truly yours,



Jesse W. Barton

Enc. (1)

cc. Board
Joe Lopez

CERTIFICATE
(Elections Code Section 10515(a)(3))
REQUEST FOR APPOINTMENT OF TWO DIRECTORS OF THE BROPHY WATER
DISTRICT UNDER ELECTIONS CODE SECTION 10515.

The undersigned as Acting Secretary of BROPHY WATER DISTRICT does hereby certify that the number of persons who have filed a Declaration of Candidacy with the undersigned, for the position of Director, prior to the August 9, 2013 closing date, does not exceed the number of offices of Director to be filled at that election and that no Petition signed by ten percent (10%) of the voters or fifty (50) voters, whichever is the smaller number, in the district, requesting a General District Election, has been presented to this Officer.

The undersigned does, therefore, request that the Board of Supervisors at a regular or special meeting held prior to the Monday before the first Friday in December appoint to the office of Director of the BROPHY WATER DISTRICT for the terms indicated, the following persons, each of whom have timely filed declarations of candidacy:

Tom Inderbitzen: 4-year term

Giuseppe Rioni: 4-year term

BROPHY WATER DISTRICT

By: _____

Jesse W. Barton, Attorney and Acting Secretary

Dated: September 19, 2013

The County of Yuba

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



SEPTEMBER 24, 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 Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Stocker
- 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: John Nicoletti SECOND: Roger Abe
 AYES: John Nicoletti, Roger Abe, Andy Vasquez, Mary Jane Griego, Hal Stocker
 NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of September 10, 2013. (384-13) Approved as written.

B. Community Development and Services

1. Approve Amendment No. 1 with Parsons Brinckerhoff, Inc. for North Beale Road Complete Streets Design; authorize the Chair to execute agreement and Closure Statement, upon completion and acceptance of construction following review and approval of Counsel. (385-13) Public Works Director Mike Lee responded to inquiries regarding round about design and modifications, and public out-reach.

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

2. Approve Cooperative Agreement with Caltrans for construction of Feather River Boulevard Interchange at State Route 70 and authorize the Chair to execute. (386-13) Approved.

C. Human Resources and Organizational Services

1. Adopt resolution adopting the departmental position allocation schedule in its entirety as it relates to Fiscal Year 2013-2014 budget effective July 1, 2013. (387-13) Adopted Resolution No. 2013-100, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION ADOPTING THE DEPARTMENTAL POSITION ALLOCATION IN ITS ENTIRETY."

2. Adopt resolution amending Article 5, Section 2 of the Yuba County Merit Resolution No. 2002-21, as it relates to recruitments. (388-13) Adopted Resolution No. 2013-102, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION ADOPTING MERIT RESOLUTION No. 2002-21," amending Article Five, Section Two as it relates to recruitments.

D. Sutter-Yuba Mental Health Services

1. Appoint Tom Sherry as Mental Health Director and Drug and Alcohol Administrator for Sutter-Yuba Mental Health Services. (389-13) Approved.

IV. PUBLIC COMMUNICATIONS:

Emergency Operations Manager Scott Bryan and Emergency Operations Planner Ryan McNally provided a brief update on the Pre-Disaster Mitigation Plan website, and responded to Board inquiries.

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. Receive public comment on the Draft 2013-2021 Housing Element Plan; provide staff direction, and direct staff to submit the Draft Housing Element to the California Department of Housing and Community Development. (Twenty minute estimate) (390-13) Planning Director Wendy Hartman and PMC Consultant Jennifer Gastelum provided a PowerPoint presentation including the following and responded to Board inquiries:
 - Housing Element Overview
 - Key Updates in 2013-2021 Draft
 - 2008-13 and 2013-21 Regional Housing Needs Assessment
 - 2008-2013 Land Inventory
 - SB 812 State Housing Element Law; Developmental Disability
 - Zoning Updates
 - Next Steps and Time lines

Chairman Vasquez opened the public hearing.

The following individual spoke:

California Rural Legal Association Attorney Magda Tatiana Reyes

MOTION: Move to direct staff to submit the Draft Housing Element to the California Department of Housing and Community Development

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

B. Sutter-Yuba Mental Health Services

1. Approve Mental Health Services Act Innovation Work Plans. (Five minute estimate) (393-13) Mental Health Services Deputy Director Steve Marshall and Workforce Education and Training Coordinator Megan Spooner recapped work plans and responded to Board inquiries.

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

C. County Administrator

1. Adopt joint resolution and amended Master Tax Sharing agreement with the City of Wheatland and authorize the Chair to execute same. (Four-fifths vote required) (Fifteen minute estimate) (391-13) County Administrator Robert Bendorf recapped the amended agreement and responded to Board inquiries.

Supervisor Abe left the meeting at 10:25 a.m. and returned at 10:27 a.m.

Following Board discussion, Mayor Rick West confirmed resolution and agreement was on the City Council meeting agenda for approval.

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

Adopted Resolution No. 2013-102, which is on file in Yuba County Resolution Book No. 44, entitled: "JOINT RESOLUTION AND AGREEMENT BY COUNTY OF YUBA AND CITY OF WHEATLAND CONCERNING MASTER TAX EXCHANGE RELATING TO CITY ANNEXATIONS."

D. County Counsel

1. Adopt resolution authorizing acceptance of grant of easement from the United States Air Force for crossings of rail spur along South Beale Road and authorize the Chair to execute acceptance and other documents as may be necessary. (Five minute estimate) (392-13) Chief Deputy County Counsel John Vacek recapped request and responded to Board inquiries.

MOTION: Move to adopt 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 Resolution No. 2013-103, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT OF EASEMENT FROM THE UNITED STATES AIR FORCE FOR CROSSINGS OF RAIL SPUR ALONG SOUTH BEALE ROAD."

VI. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

Meetings attended:

- ° September 18, 2013 Yuba Sutter EMS
- ° September 23, 2013 Yuba Sutter Farm Bureau

Supervisor Griego: Memorial Adjournment - Mrs. Myrtle Tena Devin

Supervisor Nicoletti:

- Retirement ceremony for Sgt. Wencel Kemp
- Employee Recognition lunch held Friday, September 20, 2013
- Arts Council Harvest the Arts event
- Yuba Sutter Chamber of Commerce 2013 Swan Festival and tour of Colgate Powerhouse
- Memorial Adjournment - Ms. Dorothy Uriz Watson
- Coastal Cleanup event held Saturday, September 21, 2013 and commended Environmental Health Supervisor Paul Donoho

County Administrator Robert Bendorf

- Employee Recognition lunch held Friday, September 20, 2013
- Regional Council of Rural Counties conference September 25 through 27, 2013

Supervisor Griego left the meeting at 10:52 a.m.

County Counsel Angil Morris-Jones: Citizen and Naturalization Swearing in Ceremony Friday, September 27, 2013 at the Veterans Memorial Hall in Yuba City

- VII. CLOSED SESSION: The Board retired into closed session at 10:55 a.m. and returned at 11:07 a.m. with all members present as indicated above.

Supervisor Griego joined Closed Session at 10:59 a.m.

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) - Victor Community Support Services Inc. vs. Sutter Yuba Mental Health et al Direction given by unanimous vote.
- B. Personnel pursuant to Government Code §545957 - Public Employee Appointment - Chief Information Officer Information given.

- VIII. ADJOURN: 11:08 a.m. in memory of Mrs. Myrtle Tena Devin and Ms. Dorothy Uriz Watson.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

409-13

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



Ms. Terry A. Hansen

DATE: August 20, 2013

TO: Board of Supervisors
Yuba County

FROM: Terry A. Hansen, Clerk / Recorder

SUBJECT: Appointments to Fill Vacant Offices

RECOMMENDATION:

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

BACKGROUND AND DISCUSSION:

Elections Code Section 10515 provides for a request that the Board of Supervisors, "at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held.

Attachments:

Resolution to Appoint Individuals to Special District Boards
Certificate of Facts and Request to Fill Vacant Office (4)

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

**APPOINT MEMBERS IN LIEU OF)
ELECTION TO THE BOARD OF)
DIRECTORS FOR SPECIAL)
DISTRICTS)**

RESOLUTION NO. _____

WHEREAS, the County Clerk of the County of Yuba has determined that the number of candidates for the office of director of the specified districts does not exceed the number of director(s) to be filled at the forthcoming district election on November 5, 2013; and

WHEAEAS, Declarations of Candidacy were filed by the following persons for the terms set forth below:

District 10 / Hallwood, Community Services District

NAME	TERM
Stephen L. Roper	4 Years
Josh Baggett	4 Years
Leotta M. Martin	4 Years

Dobbins-Oregon House, Fire Protection District

NAME	TERM
William Rogers	4 Years
John Norris	4 Years

Smartsville Fire Protection District

NAME	TERM
S. Quinn Swift	4 Years
Charles David Center	4 Years

Camptonville Community Services Director

NAME	TERM
Tedd Sapp	4 Years
Rita Ortega	4 Years

WHEREAS, no Declaration of Candidacy was filed for the River Highlands Community Services District Governing Board; and

WHEREAS, no petition has been filed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division, if elected by division, requesting that the district election be held; and

WHEREAS, in this event, Elections Code Section 10515 provides for a request that the Board of Supervisors, "at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office."; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba that the persons listed below are hereby appointed for the terms set forth as director of the specified districts to serve in such capacities from noon on December 6, 2013 until the expiration of the term.

District 10 / Hallwood, Community Services District

NAME	TERM
Stephen L. Roper	4 Years
Josh Baggett	4 Years
Leotta M. Martin	4 Years

Dobbins-Oregon House, Fire Protection District

NAME	TERM
William Rogers	4 Years
John Norris	4 Years

Smartsville Fire Protection District

NAME	TERM
S. Quinn Swift	4 Years
Charles David Center	4 Years

Camptonville Community Services Director

NAME

Tedd Sapp

Rita Ortega

TERM

4 Years

4 Years

River Highlands Community Services District

No Appointments

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

AYES:

NOES:

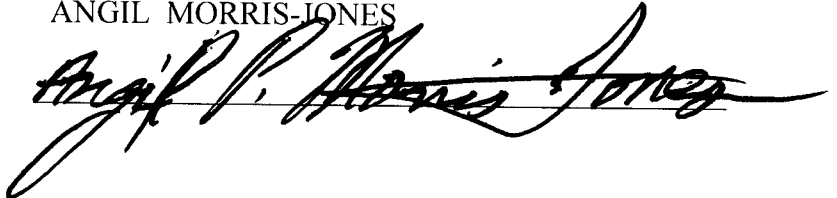
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



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

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 5, 2013**, the date fixed by Law for the general district election for the office of Director of the **District 10-Hallwood Community Services** (District) the following, as marked "X", exists:

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

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

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

Name	Address	Term
Stephen L. Roper	608 Silva Ave, Marysville, CA 95901	4 years
Josh Baggett	9336 State Hwy 70, Marysville, CA 95901	4 years
Leotta M. Martin	7944 Hallwood Blvd, Marysville, CA 95901	4 years

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

Name	Address	Term

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

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

Dated: 08/20/2013

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Ashley Stettinmeyer* Deputy

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

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 5, 2013**, the date fixed by Law for the general district election for the office of Director of the **Dobbins-Oregon House Fire Protection** (District) the following, as marked "X", exists:

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

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

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

Name	Address	Term
William Rogers	7530 Collins Lake Rd Apt H, Browns Valley, CA 95918	4 yrs
John Norris	13419 County 270 Rd, Oregon House, CA 95962	4 yrs

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

Name	Address	Term

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

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

Dated: 08/20/2013

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Ashley Stottmeyer Deputy

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

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 5, 2013**, the date fixed by Law for the general district election for the office of Director of the **Smartsville Fire Protection** (District) the following, as marked "X", exists:

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

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

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

Name	Address	Term
S. Quinn Swift	8235 Creek Way, Smartsville, CA 95977	4 years
Charles David Center	7162 State Hwy 20, Smartsville, CA 95977	4 years

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

Name	Address	Term

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

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

Dated: 08/20/2013

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Ashley Stottmeyer* Deputy

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

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 5, 2013** the date fixed by Law for the general district election for the office of Director of the **Camptonville Community Services** (District) the following, as marked "X", exists:

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

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

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

Name	Address	Term
Tedd Sapp	15306 Pike City Rd, Camptonville, CA 95922	4 years
Rita Ortega	16448 State Hwy 49 Apt #4, Camptonville, CA 95922	4 years

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

Name	Address	Term

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

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

Dated: 08/20/2013

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Ashley Stremeyer Deputy

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

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 5, 2013**, the date fixed by Law for the general district election for the office of Director of the **River Highlands CSD** (District) the following, as marked "X", exists:

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

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

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

Name	Address	Term

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

Name	Address	Term

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

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

Dated: **08/20/2013**

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Ashley Stottmeyer* Deputy



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BEND
COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

RYAN MCNALLY
EMERGENCY OPERATIONS PLANNER

Date: October 08, 2013

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager *SB*
By: Ryan McNally, Emergency Operations Planner *R*

Re: APPROVE OUT OF STATE TRAVEL FOR THE EMERGENCY OPERATIONS MANAGER TO ATTEND THE EMERGENCY MANAGEMENT INSTITUTE (EMI)

Recommendation

Approve out of state travel for the Emergency Operations Manager to attend regional training at the Federal Emergency Management Agency's (FEMA) Emergency Management Institute (EMI) in Emmitsburg, Maryland.

Background / Discussion

To facilitate preparedness and emergency management education, there are little resources quite as effective as the training offered by FEMA at their Emmitsburg, Maryland campus. One course they offer is a comprehensive community based simulation of EOC operations where a core group from a specific jurisdiction attends to best represent their emergency management response. The course is tailor made for a specific hazard in the community and the training curriculum and real-time simulations are generated in response to the scenario.

In November 2013, Nevada County has been accepted to participate in this unique offering. As a result, they have requested participation from several adjoining jurisdictions to accompany them. The Counties of Butte, Placer and Yuba have each been requested to assist in this role as each would be considered allied resources in the event of an actual activation. In our case, the Emergency Operations Manager is best suited for this role.

The travel requested herein is to attend the Community-Specific Integrated Emergency Management Course (E/L 930) from November 4, 2013 through November 8, 2013.

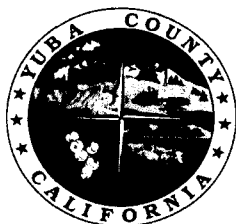
Committee

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

Fiscal Impact

There will be no fiscal impact to the general fund as all expenses are reimbursable through FEMA.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDUKF
 COUNTY ADMINISTRATIVE OFFICER
 DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
 EMERGENCY OPERATIONS MANAGER

RYAN MCNALLY
 EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan
 Emergency Operations Manager

Re: Extend resolution declaring the existence of a local emergency in the County of Yuba

Date: October 8, 2013

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the continuation of the existence of a local emergency due to the ongoing lack of a potable water supply in the River Highlands Community Services District, declared by the Director of Emergency Services and ratified by your Board.

Background:

On September 5, 2013 the Director of Emergency Services proclaimed a local emergency due to the exhaustion of potable water in the Gold Village Community, Smartsville. Your Board ratified the existence of an emergency on September 10, 2013 during a regularly scheduled meeting per (Govt. Code Section 8630(b)).

Discussion:

With an on-going water shortage affecting the Gold Village Community, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board renew this declaration of a local emergency until the end of the incident period per (Govt. Code Section 8630 ©). This declaration of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this declaration of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

3. That existence of a local emergency in Gold Village a subdivision within the County of Yuba is confirmed and ratified; and

WHEREAS, Section 8630 of the Government Code provides that the Board of Supervisors shall review, at least every 30 days, whether there exists a need for continuing the local emergency.

NOW, THEREFORE, PURSUANT TO A REVIEW BY THE BOARD OF SUPERVISORS, IT IS HEREBY PROCLAIMED that a local emergency continues to exist in the Gold Village a subdivision within the County of Yuba; and

IT IS HEREBY FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the Director of the Office of Emergency Services and the emergency organization of this County shall be those prescribed by state law, by Chapter 4.20 of the Yuba County Ordinance Code and other pertinent resolutions or ordinances of this County.

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IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Yuba, State of California.¹

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

AYES:

NOES:

ABSENT:

Andy Vasquez, Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

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

By: 

¹ Section 8630 of the Government Code provides: "The governing body shall review, at least every 30 days until such local emergency is terminated, the need for continuing the local emergency and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant."

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: October 8, 2013

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program

RECOMMENDATION: The Board of Supervisors recommends approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the Independent Living Program (ILP) in the amount of \$68,349.00 for the term of July 1, 2013, through June 30, 2014.

BACKGROUND: Yuba County has contracted with Yuba Community College to provide ILP services since July 2000. ILP provides services to youths in foster care between the ages of 16 and 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services focus on increasing and supporting the self-image and self-esteem of participating youths and provide them with exposure to such activities as community services, the arts, and other positive experiences.

DISCUSSION: The ILP is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP.

COMMITTEE: The Human Services Committee recommended approval on September 24, 2013.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP will not impact County General Funds. The costs for these services will be funded through the ILP Service allocation.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) 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"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

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: July 1, 2013

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2013, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following 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.

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7. CONFIDENTIALITY PROVISIONS.

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. CONTRACTOR must maintain compliance with confidentiality regulations in accordance with Welfare and Institutions Code, Section 10850 and 5328 and as set forth in Attachment "F".

8. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Douglas B. Houston, Chancellor of Yuba College, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Independent Living Program Budget
Attachment H – Cost Justification – Weekly ILP Class Fee
Attachment I -- Invoice Format
Attachment J - Monthly Statistical Report

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9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

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

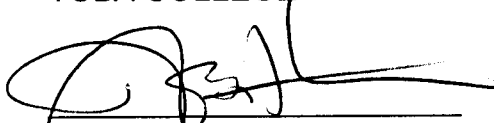
"COUNTY"

COUNTY OF YUBA

Chair,
Yuba County Board of Supervisors

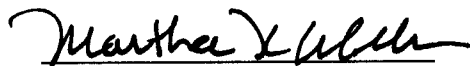
"CONTRACTOR"

YUBA COLLEGE



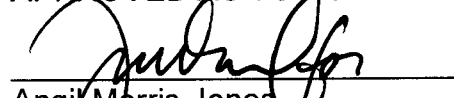
Dr. Douglas B. Houston,
Chancellor

INSURANCE PROVISIONS APPROVED:



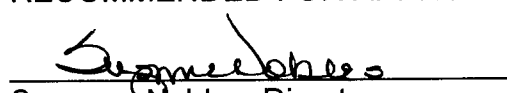
Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:



Suzanne Nobles, Director
Yuba County Health and Human
Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for ten (10) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.

- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

A.1.2. YCHHSD shall:

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

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.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment I – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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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 unenforceable 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.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Welfare Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, and 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 CASH MANAGEMENT. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

C.11.1 COUNTY may observe and monitor all conditions and activities of this Agreement.

C.11.2 The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.

C.11.3 CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.

C.11.4 CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

C.11.5 CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.

C.11.6 CONTRACTOR shall maintain daily time study reports as required by COUNTY.

C.11.7 Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.

C.11.8 CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 STANDARD OF CONDUCT. Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.13 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.14 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.15 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, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Yuba College
Attn: Dr. Douglas B. Houston, Chancellor
2088 North Beale Rd
Marysville, CA 95901

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.

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract to provide services to clients eligible for the Multipurpose Senior Services Program (MSSP) entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.2 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.

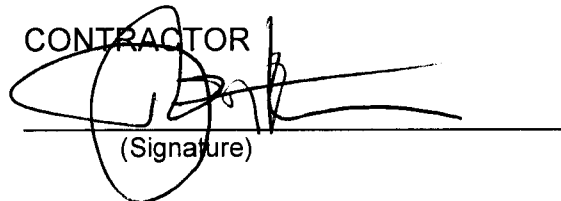
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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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: 7-09-13

CONTRACTOR

(Signature)

Douglas B. Houston, Chancellor
(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET FY 2013/14			
FEE SERVICES			TOTALS
	No. of Trainings	Cost per Training	
Weekly Trainings (ILP Classes)*	47	\$ 697.76	\$ 32,795
*(no more than 47 trainings allowed)			
	No. of Youth	Cost per Youth	
Computer Camp			
2013/14 Computer Camp	10	\$ 1,500	\$ 15,000
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	
Gifts	\$ 9,050		
Meals	\$ 2,000		
Presenter	\$ 600		
Subtotal:		\$ 11,650	
Day Retreats			
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 14,550
Total Fees and Direct Service Budget:			\$ 62,345
OVERHEAD ADMIN COSTS			
	%	Total Budget	
Agency Overhead*	4%	\$ 62,345	\$ 2,494
Costs not directly associated with the performance of service (*for efficiency purposes, includes overhead for entire program services other than Interpreter Services)			
INTERPRETER SERVICES			
	No. of Hours	Rate per Hour	Total
Sign Language Interpreting	78	\$40	\$ 3,120
	No. of Days	Cost per Day	
Travel Cost	26	\$15	\$ 390
Total Interpreter Services:			\$ 3,510
TOTAL ANNUAL COST:			\$ 68,349

ATTACHMENT H

Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2013/14					
PERSONNEL EXPENSE (Staff performing actual service)					
SALARY					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Laurie Scheuermann	\$ 105,560	3%	\$	3,167
Program Specialist	Diana Adams	\$ 22,056	34%	\$	7,499
Program Trainers	College Staff	N/A	N/A	\$	1,200
Program Presenters	Non-College Staff	N/A	N/A	\$	1,400
Fiscal Technician	Becki Jeffries	\$ 49,655	4%	\$	1,986
Total Cost of Service Salary:				\$	15,252
BENEFITS (Employer paid benefits of staff performing actual service)					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Laurie Scheuermann	\$ 32,723	3%	\$	982
Program Specialist	Diana Adams	\$ 4,853	34%	\$	1,650
Program Trainers	College Staff	N/A	N/A	\$	264
Fiscal Technician	Becki Jeffries	\$ 28,800	4%	\$	1,152
Total Cost of Service Benefits:				\$	4,048
OPERATING COSTS					
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)					
Description			Annual Service Cost Amount		
Meals		(Avg. Annual Cost)	\$	7,200	
Printing, Postage		(Avg. Annual Cost)	\$	345	
Mileage		(Avg. Annual Cost)	\$	150	
Rentals		(Avg. Annual Cost)	\$	200	
Activity Supplies (Experientials)		(Avg. Annual Cost)	\$	2,500	
Instructional Supplies		(Avg. Annual Cost)	\$	600	
Activities		(Avg. Annual Cost)	\$	2,500	
Total Services Operating Costs:				\$	13,495
Total Personnel and Operating Costs for ILP Class:				\$	32,795

ATTACHMENT I Invoice Format

Contractor Name: _____ Contact Name: _____
 Address: _____ Phone: _____
 Period of Service: _____

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$

Direct Service Costs			
Graduations/Celebrations			
	Gifts		\$
	Meals		\$
Total Graduation/Celebration Expenses			\$

Weekend Retreats			
	Supplies		\$
	Consultant/Presenter		\$
	Conference		\$
Total Weekend Retreats			\$

Subtotal (Service fees + Direct Service Costs) \$ _____
Agency Admin Costs (4% of subtotal) \$ _____

Interpreter Services			
	Hourly Rate	# of Hours	
	Sign Language Interpreting		\$
	Travel Cost	# of Days	
	Travel Cost		\$
Total Interpreter Services			\$

Invoice Grand Total (subtotal + Admin Costs + Interpreter Services) \$ _____

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

Authorized Signature _____ Date _____
 Mail original and back-up documentation to:
 Yuba County Health and Human Services Department
 Attention: Fiscal
 P.O. Box 2320
 Marysville, CA 95901

ATTACHMENT J

**Yuba College
Monthly Statistical Report
For
ILP Services**

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
- a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
- b) The unduplicated number of 16 and 17-year-old youths that attended: _____

- 3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
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_____	_____
_____	_____
_____	_____
_____	_____

<u>Computer Camp</u>	<u>Number Attended</u>
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_____	_____
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**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) 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"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

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: July 1, 2013

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2013, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following 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.

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7. CONFIDENTIALITY PROVISIONS.

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. CONTRACTOR must maintain compliance with confidentiality regulations in accordance with Welfare and Institutions Code, Section 10850 and 5328 and as set forth in Attachment "F".

8. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Douglas B. Houston, Chancellor of Yuba College, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Independent Living Program Budget
- Attachment H – Cost Justification – Weekly ILP Class Fee
- Attachment I -- Invoice Format
- Attachment J - Monthly Statistical Report

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9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

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

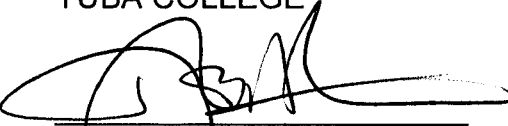
"COUNTY"

COUNTY OF YUBA

Chair,
Yuba County Board of Supervisors


"CONTRACTOR"

YUBA COLLEGE



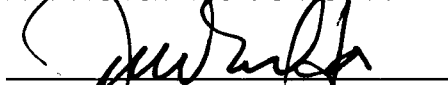
Dr. Douglas B. Houston,
Chancellor

INSURANCE PROVISIONS APPROVED:




Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:



Suzanne Nobles, Director
Yuba County Health and Human
Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for ten (10) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.

- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

A.1.2. YCHHSD shall:

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

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.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment I – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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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 unenforceable 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.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Welfare Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, and 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 CASH MANAGEMENT. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

C.11.1 COUNTY may observe and monitor all conditions and activities of this Agreement.

C.11.2 The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.

C.11.3 CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.

C.11.4 CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

C.11.5 CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.

C.11.6 CONTRACTOR shall maintain daily time study reports as required by COUNTY.

C.11.7 Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.

C.11.8 CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 STANDARD OF CONDUCT. Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.13 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.14 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.15 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, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Yuba College
Attn: Dr. Douglas B. Houston, Chancellor
2088 North Beale Rd
Marysville, CA 95901

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.

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract to provide services to clients eligible for the Multipurpose Senior Services Program (MSSP) entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.2 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.

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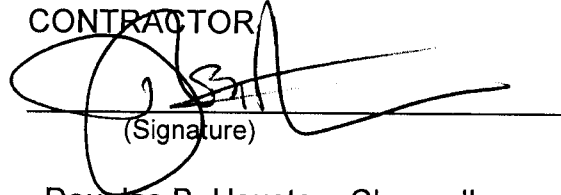
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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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: 7-09-13

CONTRACTOR

A handwritten signature in black ink, appearing to read 'DBH', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke extending to the right.

(Signature)

Douglas B. Houston, Chancellor

(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET FY 2013/14			
FEE SERVICES			TOTALS
	No. of Trainings	Cost per Training	
Weekly Trainings (ILP Classes)* *(no more than 47 trainings allowed)	47	\$ 697.76	\$ 32,795
Computer Camp	No. of Youth	Cost per Youth	
2013/14 Computer Camp	10	\$ 1,500	\$ 15,000
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	
Gifts	\$ 9,050		
Meals	\$ 2,000		
Presenter	\$ 600		
Subtotal:		\$ 11,650	
Day Retreats			
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 14,550
Total Fees and Direct Service Budget:			\$ 62,345
OVERHEAD ADMIN COSTS			
	%	Total Budget	
Agency Overhead*	4%	\$ 62,345	\$ 2,494
Costs not directly associated with the performance of service (**for efficiency purposes, includes overhead for entire program services other than Interpreter Services)			
INTERPRETER SERVICES			
	No. of Hours	Rate per Hour	Total
Sign Language Interpreting	78	\$40	\$ 3,120
	No. of Days	Cost per Day	
Travel Cost	26	\$15	\$ 390
Total Interpreter Services:			\$ 3,510
TOTAL ANNUAL COST:			\$ 68,349

ATTACHMENT H

Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2013/14					
PERSONNEL EXPENSE (Staff performing actual service)					
SALARY					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Laurie Scheuermann	\$ 105,560	3%	\$	3,167
Program Specialist	Diana Adams	\$ 22,056	34%	\$	7,499
Program Trainers	College Staff	N/A	N/A	\$	1,200
Program Presenters	Non-College Staff	N/A	N/A	\$	1,400
Fiscal Technician	Becki Jeffries	\$ 49,655	4%	\$	1,986
Total Cost of Service Salary:				\$	15,252
BENEFITS (Employer paid benefits of staff performing actual service)					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Laurie Scheuermann	\$ 32,723	3%	\$	982
Program Specialist	Diana Adams	\$ 4,853	34%	\$	1,650
Program Trainers	College Staff	N/A	N/A	\$	264
Fiscal Technician	Becki Jeffries	\$ 28,800	4%	\$	1,152
Total Cost of Service Benefits:				\$	4,048
OPERATING COSTS					
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)					
Description			Annual Service Cost Amount		
Meals		(Avg. Annual Cost)	\$	7,200	
Printing, Postage		(Avg. Annual Cost)	\$	345	
Mileage		(Avg. Annual Cost)	\$	150	
Rentals		(Avg. Annual Cost)	\$	200	
Activity Supplies (Experientials)		(Avg. Annual Cost)	\$	2,500	
Instructional Supplies		(Avg. Annual Cost)	\$	600	
Activities		(Avg. Annual Cost)	\$	2,500	
Total Services Operating Costs:				\$	13,495
Total Personnel and Operating Costs for ILP Class:				\$	32,795

ATTACHMENT I Invoice Format

Contractor Name: _____		Contact Name: _____	
Address: _____		Phone: _____	
Period of Service: _____			

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$

Direct Service Costs		
Graduations/Celebrations		
	Gifts	\$
	Meals	\$
Total Graduation/Celebration Expenses		\$
Weekend Retreats		
	Supplies	\$
	Consultant/Presenter	\$
	Conference	\$
Total Weekend Retreats		\$

Subtotal (Service fees + Direct Service Costs)	\$
Agency Admin Costs (4% of subtotal)	\$

Interpreter Services			
	Hourly Rate	# of Hours	
Sign Language Interpreting			\$
	Travel Cost	# of Days	
Travel Cost			\$
Total Interpreter Services			\$

Invoice Grand Total (subtotal + Admin Costs + Interpreter Services)	\$
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Certification: I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that back-up documentation is attached.

Authorized Signature

Date

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

ATTACHMENT J

Yuba College Monthly Statistical Report For ILP Services

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
 - a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
 - b) The unduplicated number of 16 and 17-year-old youths that attended: _____
- 3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
_____	_____
_____	_____
_____	_____
_____	_____
<u>Computer Camp</u>	<u>Number Attended</u>
_____	_____



*SPECIAL
PRESENTATIONS*

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Yuba County Employee Recognition Selected Winners 2013

Outstanding Leadership
Dustin Taub

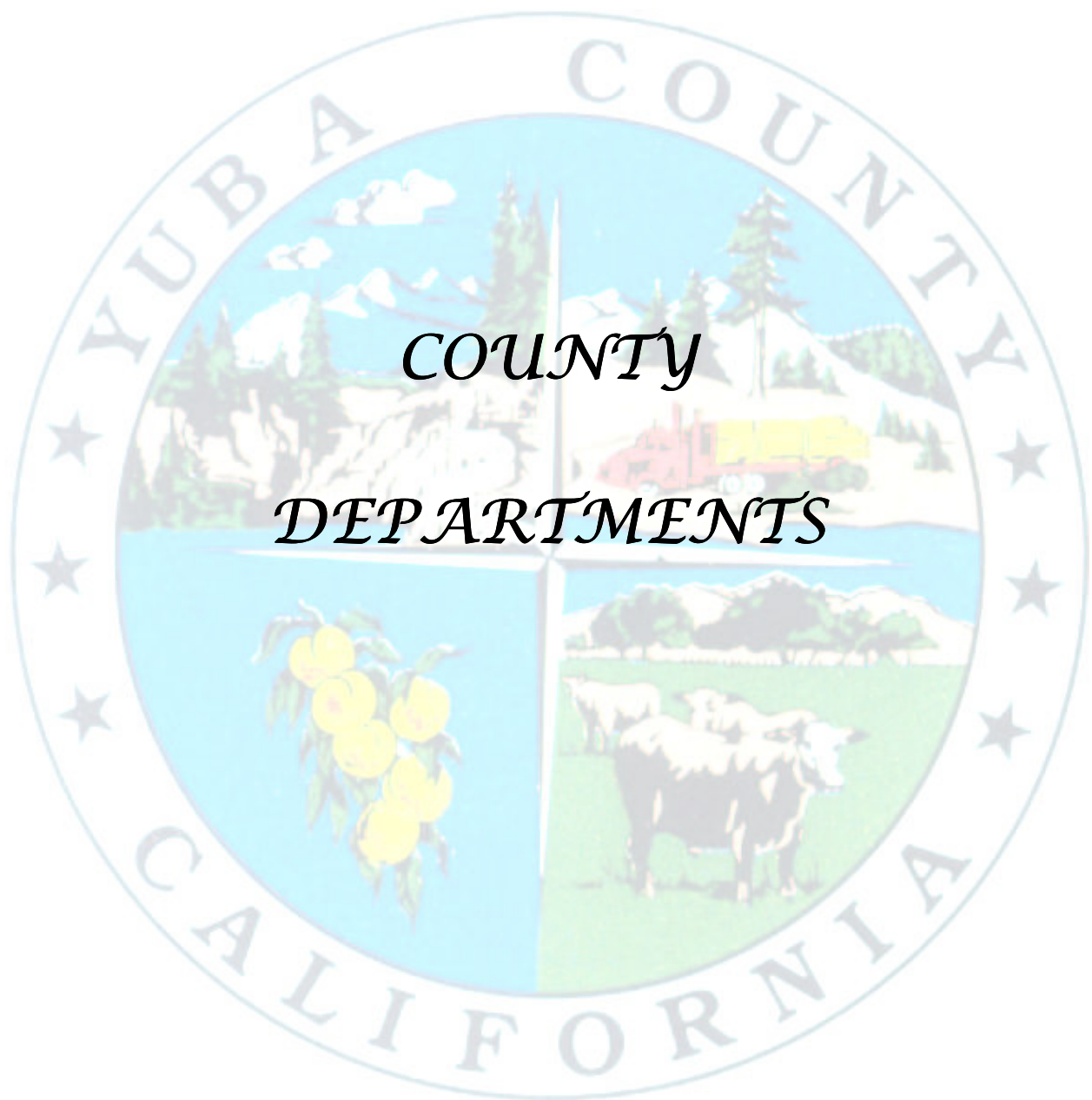
Public Service Excellence
Michelle Gutierrez

Workforce Excellence
Bunny Keterman

Exceptional Teamwork
Jail Division Staff

Workforce Excellence
"Sustained-Effort"
Ken Jones

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COUNTY
DEPARTMENTS

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September 21, 2013

Attn. Board of Supervisors

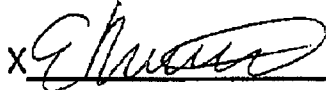
RE: 4812 Pacific Ave. Olivehurst, CA (Building Permit Fees)

To whom it may concern:

I purchased the lot located on 4812 Pacific Avenue Olivehurst, CA. July 2013 for \$12,500. When I purchased the lot, I was told by the seller that there was a previous structure of 840 square feet built on the lot with permits paid. I cross referenced with the county and they verified as well that there was a permitted structure of 840 square feet on this lot. The lot has utilities present on site and a couple cement pads from the previous property. The utility companies stated that we have until 2017 to build on this lot until additional permit fees will apply. I bought this lot with intent to place a manufactured home on it. I purchased a manufactured home on 09/12/13 in Oregon, which is 1917 square feet, for \$23,000. When I requested a permit quote from the building department, I was told my total permit fees are going to range in excess of \$20,000! I was told that I will be charged on all the square footage of my new home and not receive credit for the 840 square feet of the previous property. I should only be responsible for 1077 square feet being that is the amount being upgraded. Public works is stating that I owe a capital facility fee of \$6,200 because the property was not replaced within two years, but

there is no record of the home ever being removed and according to the utility companies I have until 2017. These permit fees were paid by the previous owner and I do not believe it is fair to charge again. Had I known that the fees were going to be this much I would not have purchased the property. I now own this manufactured home in Oregon and it has to be moved by 11/12/13. I was told by the building department I can not deliver and setup the home on my property until the permit fees are paid in full. This is creating a extreme hardship for me and my family. I do not have that much money for permits and can only afford \$10,000 at the most, which I feel is very reasonable. Compared to the cost to build in other counties these permit fees seem very excessive. My project is going to improve the street and bring extra income to the county as well as the utility companies. Please consider my situation and help me by waiving the capital facility fee of \$6,200 and crediting the previous square footage of 840 square feet towards my permit costs. The county will still obtain around \$10,000 from me for permit fees and will provide me and my family with a primary residence in Yuba county. Thank you for your consideration.

Sincerely,

x  _____

Eric Mortenson

916-912-3627 (Mobile)

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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PUBLIC WORKS • SURVEYOR
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To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: September 25, 2013

Subject: Information Only – 4812 Pacific Avenue Fee Request

Recommendation:

Take into consideration information presented in this memo prior to acting on letter dated September 21, 2013 from Eric Mortenson concerning 4812 Pacific Avenue.

Background/Discussion:

4812 Pacific Avenue in Olivehurst is currently a vacant parcel. In reviewing the Building Department's historical records, permits for a carport, covered awning, and mobile home were obtained in the 1960's. The Building Department files do not indicate the square footage of the mobile home, no County, fire or school impact fees were paid as part of these permits, and the building permit fees totaled less than \$20. From the 1960's to present no other building permits have been obtained, including a required demolition permit to remove the permitted structures. Since no demolition permit was obtained, an exact date of when the structures were removed is not in the Building Department files, however looking at Google Earth historical aerial photos it appears to be longer than 5 years.

On September 17, 2013 a fee request was made to the Building Department asking what the fees would be to place a 1,917 square foot mobile home on 4812 Pacific Avenue. The fees quoted were as follows:

1. Building Permit Fees	\$2,081.47	(New lower fee effective 7/1/13)
2. Countywide Capital Facilities Fee	\$6,202.42	(Impact fee)
3. OPUD Fire Impact Fee	\$2,483.46	(Collected by the County)
4. MJUSD School Impact Fee	\$8,128.08	(Collected by MJUSD)
Total:		\$18,895.43

In addition to the fee requirements associated with a new dwelling, Yuba County Ordinance Code, Chapter 11.35, "Street Improvements in Urban Areas" is triggered requiring curb, gutter and sidewalk be addressed either through constructing the improvements, paying an in lieu fee, or recording a deferred improvement agreement.

In review, no previous impact fees for the County, fire or school have been paid. The parcel has been vacant for at least several years. The building permit services fees that cover staff costs are a small portion of the total fees (roughly 11%), and the lot will need to address frontage improvements as part of receiving a permit for a new dwelling.

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Title: Camptonville Forest Biomass Business Center Feasibility Study

Camptonville Forest Biomass Business Center and Feasibility Study

Public land managers and policy makers in California have come to recognize that the development of biomass processing industries, particularly bioenergy, can promote landscape-level restoration while replacing some of the jobs lost in the timber industry collapse. These bioenergy facilities make it more economically viable to increase forest management through fuel reduction, since they give economic value to the small-diameter timber that must be removed for forest health and fire safety. Although there is support on the level of policy-makers, these projects are often not integrated with local landscape level forest planning efforts. This request focuses around integrating community support for biomass and economic development opportunities into existing landscape level forest-planning efforts currently taking place in the Tahoe and Plumas National Forest. An earlier study indicated if 1,675 (2%) of the forested landscape in Yuba County were treated per year and about 13 bone dry tons (BDT) were removed then 21,775 BDT of biomass fuel could be generated annually from local public and private forest. The long-term results of this project will be economic development, which supports local forest restoration and watershed protection efforts. The local national forests (Tahoe and Plumas) of the North Yuba watershed (encompassing the North, Middle and South Forks of the Yuba River and Bullards Bar Reservoir) are overloaded with excess fuel. Biomass supply and forest fire threat coincide in the same areas. The California Threat Classification in this region is Extreme.

In addition to increasing the risk of catastrophic wildfire, the excess fuel damages the health of the forest. The project area has seen many fires in the past. The most devastating was the Pendola fire of 1999, which burned 11,725 acres and destroyed 76 structures. The more recent Bullard fire in 2010 burned 1,307 acres. The past fires history combined existing fuel accumulation in the project area and heighten the need to take action to protect the adjacent private land and homes that are found in the project area's extensive WUI (Wildland Urban Interface). CAL FIRE has stated that if these acres were treated by forest thinning, there would be a significant reduction in high intensity fire threat.

The town of Camptonville is exploring the development of a Forest Biomass Business Center (FBBC), which would include a bioenergy facility and other wood-oriented business opportunities. Such a business center will help reduce the cost of local forest management and would also help replace the jobs lost in the closure of local sawlog mills.

We have the site and an enthusiastic landowner. Potential partnerships are in place with local institutions on board. Though we need much more community outreach, awareness and education.

Camptonville Community Partnership (CCP) is seeking this funding to secure a reliable feasibility study and to continue to allow community involvement and buy-in for the Forest Biomass Business Center. TSS Consultants completed a Yuba Biomass Feasibility Study in December of 2010 but it was too broad and did not meet the WBUG guidelines. The previous study's focus was not on gasification technology. This proposal request

funding to allow YWP&FSC to update the feasibility study for a Camptonville specific project in standard biomass feasibility study format and to perform community outreach. The Forest Biomass Business Center project is being supported by, Plumas and Tahoe National Forest District Rangers, logging companies: CHY, Soper Wheeler, Siller, Robinson Timber Industries and Yuba County Water Agency. Consulting resources and expertise have been leveraged from UC Cooperative Extension, the Sierra Nevada Conservancy (SNC). The landowner, a retired PG&E employee, has strong forest business management experience and has some forest based businesses currently located on the property. But in order to truly benefit local residents, the process must be led by local organizations. Unfortunately, local capacity to engage in planning and outreach is limited.

The Camptonville Community Partnership has successfully developed community health and family support programs and is acting as the Fiscal Agent/Grant Manager for the Yuba Watershed Protection & Fire Safe Council (YWP&FSC), which has been leading the charge for a Yuba biomass facility. Sierra Nevada Conservancy (SNC) has supported our biomass utilization efforts. Elissa Brown, SNC Consultant, has been instrumental in assisting the YWP&FSC and CCP in moving the YWP&FSC forward with a biomass utilization project. This has included assisting CCP to better understand the process and write grant proposals, including a proposal to the National Forest Foundation, Community Capacity Land Stewardship (CCLS) (awarded September 1, 2013) to build our capacity for the economic development work for the Forest Biomass Business Center project. CCP will work concurrently on this Economic Development Plan, the feasibility study and community outreach (if awarded).

CCP recognizes the need to provide economic development for community residents, particularly economic activity which supports a healthy forest environment and has borrowed \$3,000 from its reserve fund to initiate local discussions and attend relevant workshops. During this time the YWP&FSC contracted for a Yuba County Feasibility Study, which ranked several sites in the area and looked at older bio energy technology. This NC funding request will allow us to complete a vital next step: A Woody Bio-Mass Utilization Grant (WBUG) compliant, Camptonville specific biomass feasibility study focused on gasification technology. It would include items not funded by the CCLS, such as staff time to deepen our community outreach, education and involvement and get us in a position for predevelopment funds to allow private financing for the Forest Biomass Business Center.

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

RESOLUTION**RESOLUTION NO. _____**

THE YUBA COUNTY BOARD OF SUPERVISORS)
 OPPOSES TO THE PROPOSED WATER RATE)
 INCREASE AND THE EFFECTS IT WILL HAVE)
 UPON THE RESIDENTS AFFECTED, AND ON THE)
 COMMUNITY AT LARGE)

WHEREAS, The California Water Services Company (Cal Water) is the water utility serving the greater Marysville community; and

WHEREAS, the California Public Utilities Commission (CPUC) requires Cal Water to submit a General Rate Case application every three years that addresses their aging infrastructure; and

WHEREAS, Cal Water has filed a proposed rate increase of 34.9% with the CPUC to become effective January 1, 2014, to be followed by additional increases in the subsequent two years; and

WHEREAS, The County of Yuba spends \$65,051.77 annually on water only for its facilities in Marysville; and will experience an increase of \$22,703.07 annually with this proposed rate change; and

WHEREAS, Marysville's median income is 18% below the statewide average; and

WHEREAS, the community has expressed concern that an increase of this size would have a suppressing effect on potential economic growth; and

WHEREAS, the County of Yuba requests the CPUC to evaluate the capital improvements requested as being an effective application for the Cal Water business model; and,

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby states the following:

1. The Board of Supervisors expresses their opposition to the size of this increase and the resulting effect it will have on the County budget and the community;
2. The Board of Supervisors encourages the CPUC to take into consideration the economic condition of communities when assessing rate adjustments;
3. The Board of Supervisors advocates the CPUC to ensure water rates in the Marysville district reflect the actual cost of providing safe and reliable water to its Marysville customers and that rate adjustments are consistent as possible with similarly situated Cal Water customers;
4. Because of Cal Water's commitment to their relationship with the Marysville community, the Board of Supervisors encourages the CPUC to approve the proposal to increase the benefit of its Low Income Assistance Program to provide a safety net for customers having economic difficulty;
5. The Board of Supervisors would also support the CPUC to approve the proposal to establish a balanced payment program to assist customers with effectively budgeting their water utility costs.

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:

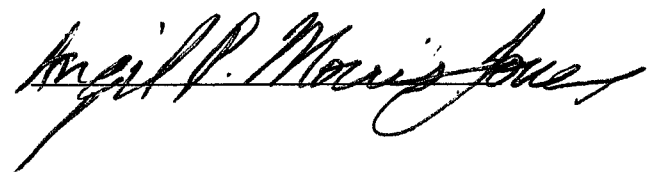
ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Andy Vasquez
Chairman



The County of Yuba

417-13

Community Development & Services Agency

Kevin Mallen, Director

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
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To: Board of Supervisors

From: Kevin Mallen, CDSA Director 
Wendy W. Hartman, Director of Planning 

Date: October 8, 2013

Subject: Commercial Agriculture within the Valley Growth Boundary

RECOMMENDATION:

Receive information pertaining to commercial agriculture within the Valley Growth Boundary of the County's General Plan, and provide staff direction on how to respond to the Sarbdeep Atwal letter as well as future requests on this subject.

BACKGROUND:

The County has received several requests/inquiries regarding allowed agricultural uses within the Plumas Lake Specific Plan, East Linda Specific Plan and other areas within the Valley Growth Boundary (VGB) in recent years. These requests are being driven by both the amount of land recently for sale as well as low land prices within the VGB as compared to availability and prices of land in the Natural Resources area of the County.

The VGB was developed in the County's 2030 General Plan as a way to clearly mark the County's intended land uses, with existing and developing communities such as Linda, Olivehurst, Arboga, and Plumas Lake on one side of the boundary and Natural Resources land uses such as agriculture and mining on the other (see attached General Plan Land Use Map). As discussed in the 2030 General Plan, benefits of the VGB included protecting farmland from urban encroachment and promoting orderly urban development within the boundary. The importance of the VGB was great enough to warrant Policy CD1.2 in the General Plan that requires a four fifths vote of the Board to modify the boundary.

In May of this year, the Board received a letter from Sarbdeep Atwal regarding vacant property his family purchased in 2012 within the VGB, and more specifically in the Country Club Estates project of the Plumas Lake Specific Plan that was approved by the Board in 2008 (see attached Vicinity Map). After being advised by County staff in February of 2013 of the General Plan's direction to preserve land such as his property for urban development and land outside of the VGB for farming, Mr. Atwal planted a new walnut orchard. Mr. Atwal's letter advocates allowing farming to occur and expand within the VGB while the market for agricultural products is greater than that of urban development and when/if development pressure occurs on his land he will sell the land to developers at that time.

DISCUSSION:

Putting aside for the moment that Mr. Atwal proceeded with planting a new orchard within the Plumas Lake Specific Plan after being advised against doing so without proper permitting by County staff, Mr. Atwal's letter does pose a valid concern of what to do with vacant land within the VGB while waiting for development to occur. The VGB was sized by the Board to ensure that there would not be a scarcity of land for development, resulting in a boundary that is larger than what is expected to be developed over the next 20 years, and which will result in some of the vacant land today within the VGB will still be vacant 20 years from now. So the question becomes:

What are allowable interim commercial agricultural uses while vacant/underdeveloped land within the VGB awaits their full development potential envisioned in the General Plan and what conditions should be placed to mitigate land use conflicts?

To help the Board make an informed decision to answer this question, both CDSA staff and the Ag Commissioner have been reviewing the County's existing ordinances, plans, and policies as well as those of other counties to compile the following information.

2030 General Plan:

The General Plan provides goals and policies related to allowable uses as well as mechanisms to address incompatible uses. The VGB as identified in the 2030 General Plan includes the existing suburban and urbanized communities of Linda, Olivehurst, Plumas Lake, the North Arboga Study Area, and the Sports & Entertainment zone, as well as new job-generating areas adjacent to Highway 65 and future growth areas identified as Planning Reserve. The majority of the requests related to commercial agriculture have been within the portion of the VGB that is designated as Valley Neighborhood. As outlined in Table 1 of the Community Development Element of the General Plan the intent and allowable uses with the Valley Neighborhood land use designation are as follows:

VALLEY NEIGHBORHOOD INTENT AND ALLOWABLE USES
<p>Intent: This is a mixed-use land use designation that allows a wide variety of residential, commercial, public and quasi-public, open space uses. The intent is to provide for the full range of housing types, commercial and public services, retail, offices, civic uses, recreational amenities, and other components of a complete neighborhood in valley portions of the County.</p> <p>Allowable uses:</p> <ul style="list-style-type: none">▪ Residential: detached and attached single-family residences, small-lot single-family homes, second units, apartments, condominiums, and other types of housing in single-use and mixed-use formats.▪ Commercial: retail, commercial services, cultural and entertainment uses, offices, and other compatible commercial uses, both basic (export) and non-basic (neighborhood/community-serving). Light industrial uses may be allowed, provided compatibility and performance standards are met.▪ Public and quasi-public: Schools, child care, agency offices and service centers, health clinics, fire stations, law enforcement stations, infrastructure, places of worship, community halls and centers, and other cultural and civic land uses.▪ Open space: Active and passive parkland, linear parks, recreation facilities, multi-use recreation and stormwater management facilities, natural areas, drainage swales, community gardens, and other types of open space-oriented uses.

Commercial agricultural operations are not listed in either the intent of the Valley Neighborhood land use designation or as one of the allowable uses. Just as urban and suburban development is prohibited in areas outside the VGB (GP Policy CD1.1).

Effective land use planning involves both mixing and separating different land uses, depending on the context. The mixing of land uses in neighborhoods allows more people to walk, bike, and take transit to destinations, particularly in areas planned for pedestrian and bicycle access. However, separating incompatible land uses is also important. For example, when residential development encroaches into agricultural areas, it causes problems for both farmers and residents. There are other uses, such as mining, forestry, and various other industries where the County will discourage residential encroachment to avoid complaints regarding these important uses. Residential uses also need buffering from certain types of uses, which can be loud, produce air pollution, and generate large volumes of truck traffic (GP Page CD-25).

To that end, Action CD3.1 of the General Plan requires the County to determine the adequacy of proposed buffering between residential land uses, highways, railroads, airports, industries, mining operations, agricultural operations, and other potentially incompatible uses. The County will condition projects, as appropriate, to address noise, air pollution, vibration, light and glare, and other issues of compatibility. Currently the County's ability to condition projects is through the approval of planning entitlements such as Conditional Use Permits (CUPs).

While Policies CD3.3 and NR3.4 of the General Plan indicate that it is the obligation of the urban areas to provide adequate buffering to minimize potential conflicts with agricultural activities. The General Plan assumed that new commercial agricultural operations would not be located within the VGB (as indicated in allowable uses Table CD –1 of the GP).

The General Plan did address the public's desire for community gardens and small scale farming operations where such operations were deemed compatible with surrounding uses (GP Policy NR3.8). Various action items of the General Plan require the County to establish standards for these types of uses. The County is currently in the process of a comprehensive update that will include development standards and permitting requirements for the urban/agricultural interface as well as community gardens and small scale farming. However, the requests we have received to date have been to allow traditional commercial agricultural operations with no restrictions on operations (similar to what is permitted in exclusive agriculture designated properties). The 2030 General Plan does not provide a mechanism to allow commercial agriculture to occur by right within the VGB.

Right to Farm Ordinance:

Chapter 11.55 of the County Code discusses the inherent conflicts between residential and agricultural uses. It acknowledges the importance of our agricultural lands through requirements of disclosure in real estate transactions and as a result exempts dust, noise, smells and other components of agricultural operations from being deemed a nuisance. The ordinance only applies to agricultural operations that are occurring on lands specifically zoned for exclusive agricultural use (currently AE and A/RR zone districts). It also provides protection of existing agricultural operations. The Ordinance does not provide protection for expansion of operations or new agricultural operations in areas that are not designated for exclusive agricultural use.

Plumas Lake Specific Plan:

The Plumas Lake Specific Plan Section 2.1 indicates that one of the purposes of the Plumas Lake Specific Plan is to direct urbanized development within the Plan area and other existing urban areas to eliminate pressure on urbanizing other parts of the County and in particular agricultural lands. The Plumas Lake Specific Plan was not designed to accommodate agricultural operations within its boundaries. Section 3.2 indicates that once a final subdivision map has been recorded the uses identified in the application are considered permanent and no other uses shall be allowed. Prior to map recordation, the Plan allows for continuation of non-conforming uses consistent with the requirements of the County's Zoning Ordinance Section 12.10.400. Through this process, a legal non-conforming agricultural operation could be expanded or intensified so long as a final map has not been recorded.

Zoning Ordinance:

Section 12.10.400 of the Zoning Ordinance addresses non-conforming uses. Non-conforming uses such as agriculture on residentially zoned land are allowed to continue even if the zoning designation changes. If a use is discontinued for a period of 12 months the use is considered abandoned and cannot be reinstated. In order to expand or intensify a non-conforming use a CUP must first be obtained. Changing crop types (i.e. hay to orchard) would be considered an expansion or increase in intensity of use that requires approval of a CUP.

Other Jurisdictions:

Sonoma and Monterey counties allow for commercial agriculture in their rural residential zones which is similar to Yuba County's Rural Community designations. They did not allow it in more urbanized residential areas and within rural residential, commercial agriculture is not protected by a right to farm ordinance. In Yolo County, commercial agriculture is allowed and encouraged as an interim use in residential areas; however intensive agriculture (orchards, vineyards, processing facilities etc...) is prohibited within any designated Specific Plan.

In looking at practices outside of California, it appears where agricultural activities are allowed in urbanized areas they are typically subject to approval of some type of permit. In addition, most areas allow the agricultural activities to occur on commercial and industrial sites but not in residential neighborhoods (with the exception of community gardens). In most cases the use of commercial equipment is prohibited.

Yuba County Agricultural Commissioner:

CDSA staff has had several discussions with the Agricultural Commissioner (AC) and his staff. The AC believes farming is an integral part of the County and its economy. However, the AC is also intimately familiar with the conflicts that occur between agricultural and residential uses and has spent a significant amount of staff time addressing complaints from residences regarding existing legal non-conforming agricultural uses within the Plumas Lake Specific Plan as well as adjacent agricultural operations. The AC has actively participated in the conditioning of new urban developments to address potential interface conflicts. The AC has indicated that he believes farming to be a beneficial interim use of land if conflicts from the existing and future residential lands can be addressed. The AC concurs with CDSA staff that the most appropriate mechanism to address concerns is through the CUP process which allows conditions to be developed based on site specific issues since appropriate buffers and mitigation measures are not a one size fits all solution.

Summary:

Based on the County's General Plan and Plumas Lake Specific Plan, the expansion of a legal non-conforming agricultural use within a residentially designated area is subject to the approval of a CUP. Further, it is staff's belief that the CUP process is the most appropriate mechanism to address the inherent conflicts between agricultural and residential uses and will provide the ability for CDSA staff along with the Agricultural Commissioner to develop conditions specific to each specific situation. The letter from Sarbdeep Atwal indicates that obtaining a Conditional Use Permit (CUP) would be costly. The initial application fee for CUPs has been significantly reduced from \$6,222 to \$4,624.55. Representatives of the Sohol and Heer-Atwal properties in Plumas Lake were made aware of the requirements of obtaining a CUP prior to planting the orchards. The Heer-Atwal's and Sohol's chose to ignore the requirements and planted the orchards prior to obtaining approval of a CUP. Per Title 13, work or operations that occurred subsequent to notification by CDSA as a violation may be subject to twice the standard rate. In addition, Board of Supervisor's Resolution 1999-22 indicates that fees established by ordinance shall not be waived unless they are a result of a declared local emergency and the fees that are waived are directly related to the victim's recovery from the incident.

COMMITTEE ACTION:

This item was initiated by a correspondence letter from Sarbdeep Atwal to the Board of Supervisors. The Board requested staff to research the issue and report back to the Board.

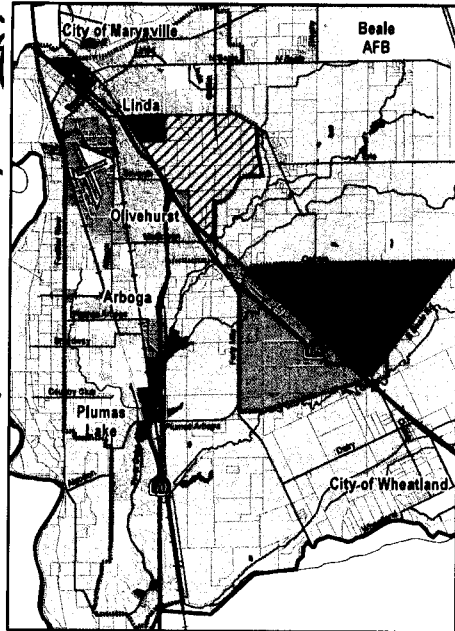
FISCAL IMPACT:

If the property owners are required to pay the application fees established in Title 13 for the processing of a CUP there will not be an impact to the General Fund.

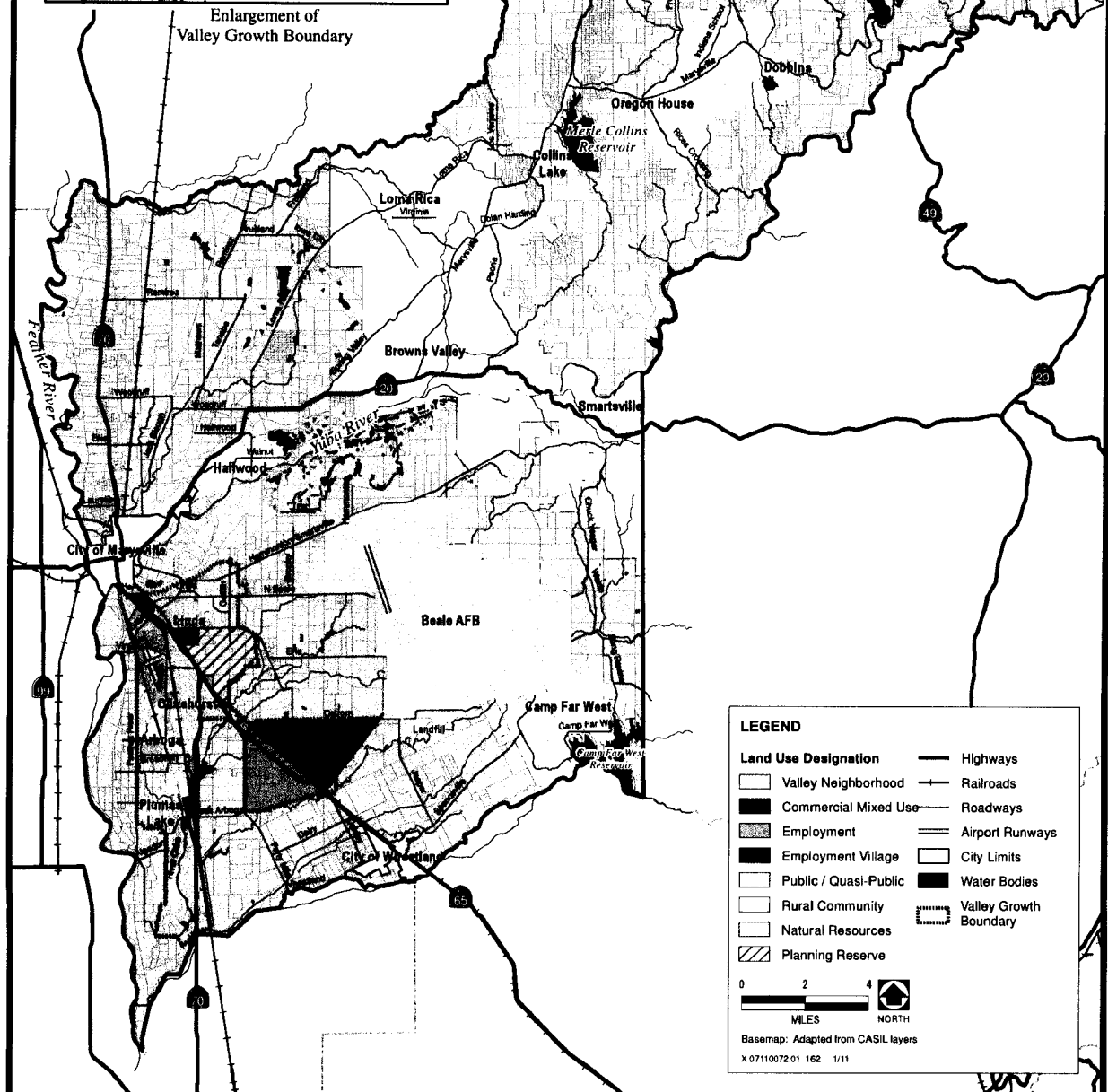
ATTACHMENTS:

1. General Plan Land Use Designations
2. Letter from Sarbdeep Atwal

2030 General Plan Land Use Diagram



Enlargement of
Valley Growth Boundary



LEGEND

Land Use Designation	Highways
Valley Neighborhood	Railroads
Commercial Mixed Use	Roadways
Employment	Airport Runways
Employment Village	City Limits
Public / Quasi-Public	Water Bodies
Rural Community	Valley Growth Boundary
Natural Resources	
Planning Reserve	

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MILES NORTH

Basemap: Adapted from CASIL layers
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RECEIVED

MAY 30 2013

Clerk/Board of Supervisors

Law Office of Sarbdeep H. Atwal

Tel: (530) 235-5409

Fax: 530-751-5924

335 Teegarden Ave

Yuba City CA, 95991

To The Yuba County Board of Supervisors,

I am writing this letter to address some concerns that exist presently to the following property as discussed below.

My Family, Heer-Atwal family, are proud residents and property owners in Yuba County for over 50 years. We have Agriculture property that falls within the Plumas lake General Plan, specifically, along the east side of Feather River Blvd adjoining Country Club Road. We recently purchased this property in 2012. Additionally, the Sohal family has purchased property along Feather River Blvd adjoining Country Club Road that are effected by the same issues mentioned in this letter.

The Main issue we are facing involves the ability to farm tree crops, such as walnuts, on these properties that once were designated for residential development under the Plumas Lake General Plan. As you are aware, the demand to grow Walnuts has increased substantially, as foreign market demand for the crop has spiked prices to record highs. Our family and the Sohal family, have each purchased property with the intent to develop the property into a walnut orchard.

As you are also aware, Yuba County has some of the best soils to grow premier farming crops. You will notice this by taking a drive down Feather River Blvd as you will notice peaches, prunes, walnuts, almonds, pecans. Moreover, Yuba County is well known for the quality of our tree crops grown. Thus we must continue make the best and possible use of our soils to reinforce this image globally.

It is our understanding that if we were to proceed in this type of orchard development, without a conditional use permit obtained from Yuba County Staff, we would be in violation of the

ordinance relating to tree crops grown within Plumas Lake General Plan. It is our understanding that currently, per ordinance, we are restrained to only growing "low use type" crops such as wheat, safflower, oats, hay.

We want to emphasize that allowing one to develop walnuts would not hinder any future Residential development, should those days return. Most properties that were sold during the development era between 2003 and 2007 had tree crops existing when they were sold.

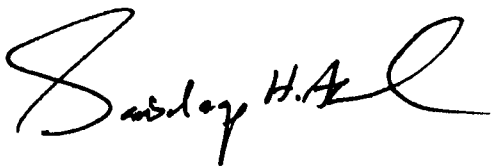
We are graciously asking the Board to take action on these issues. We are requesting before the Board, some type "reconsideration" as it involves to the ordinance issue within the Plumas Lake General plan.

Finally, obtaining a conditional use permit would be new to staff, costly to the applicant, and time consuming to staff and the applicant. We feel there is no reason to expend those valuable resources to an issue that could be addressed and resolved before the Body of Supervisors.

Should you have any questions, please do not hesitate to contact me.

Kind Regards,

Sarbdeep Atwal Esq.

A handwritten signature in black ink, appearing to read "Sarbdeep H. Atwal". The signature is fluid and cursive, with the first name "Sarbdeep" being more prominent and followed by "H. Atwal" in a similar style.