

# 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 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://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.

**JUNE 23, 2015**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.**

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Fletcher
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- 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. (240-15) Approve Off-Airport operator agreement and use permit with Krueger Aviation and authorize Chair to execute.
- 2. (241-15) Authorize Budget Transfer in the total amount of \$46,699 from Salaries and Benefits to Various line items to cover current and projected shortages.
- 3. (242-15) Adopt resolution authorizing Airport Manager to present proposal to Aircraft Owners and Pilots Association (AOPA) for consideration of the Yuba County Airport as a location for an AOPA Regional Fly-In for 2016, 2017, and 2018.
- 4. (243-15) Approve lease and fuel permit with Honeycutt Aviation for aircraft fueling operation at Yuba County Airport and authorize Chair to execute.
- 5. (244-15) Approve lease and use permit with Honeycutt Aviation for fixed-base operations at the Yuba County Airport, and authorize Chair to execute.

**B. Board of Supervisors**

- 1. (245-15) Adopt resolution affirming commitment to preventing commercial exploitation of children in our county and to work collaboratively with all county partners to protect children and youth in the State of California.
- 2. (246-15) Appoint Samatha Townsend to the Yuba County Fish and Game Advisory Commission as the District Three representative with a term ending December 31, 2016.

**C. Clerk of the Board of Supervisors**

- 1. (247-15) Approve meeting minutes of May 12, 19, June 2 and 4, 2015.
- 2. (248-15) Appoint Paul Tupas as Consumer representative to the Child Care Planning Council of Yuba and Sutter Counties for a term to end September 30, 2016.
- 3. (249-15) Appoint Dwight B. Moore to the Brownsville Cemetery District for a term to expire February 25, 2017.

4. (250-15) Reappoint Gayle Diemond to the Yuba County Commission on Aging as an At-Large Representative for a term ending June 23, 2018.

D. Community Development and Services

1. (251-15) Approve architectural and engineering contract agreement with Russell, Gallaway Associates, Inc. for design of Public Works Corporation Yards and authorize Chair to execute.
2. (252-15) Receive Notice of Final Map under review and pending approval by the County Surveyor identified as Tract Map No. 2015-0001, Draper Ranch North Large Lot Map.
3. (253-15) Adopt resolution authorizing the Public Works Director to purchase real property identified as APN 019-260-049 (Smith) for less than \$150,000 for Goldfields Parkway project pursuant to procedures provided in Section 2.50.270 of the Yuba County Ordinance Code.
4. (254-15) Authorize Auditor/Controller to disburse \$383,260.24 in Measure D funds from Fund 807 to County Road Fund for \$363,139.08, City of Marysville for \$15,330.41, and City of Wheatland for \$4,790.75.
5. (255-15) Approve Plans, Specifications and Estimate, and authorization for advertisement of bids for Contract No. 2015-8058 Olivehurst Avenue Complete Streets Project.
6. (256-15) Approve Plans, Specifications and Estimate, and authorization for advertisement of bids for Hammonton-Smartsville shoulder widening and curve correction project at Doolittle Gate Road.

E. County Administrator

1. (257-15) Authorize Regional Waste Management Authority grant application to California Department of Resources Recycling and Recovery on the County's behalf for the Used Oil Payment Program for Fiscal Year 2015-2016, by authorizing submittal of County Administrator letter.

F. District Attorney

1. (258-15) Adopt resolution authorizing the District Attorney to enter into agreements with the United States Bureau of Justice Assistance for Grant Funding and act as the signing authority on behalf of the county to execute requested grant documents.
2. (259-15) Authorize Budget Transfer and revenue revisions in the total amount of \$8,600 to reconcile year end expenditures and revenue.

G. Emergency Services

1. (260-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

H. Health and Human Services

1. (261-15) Authorize Health and Human Services to solicit proposals for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services division. (Health and Human Services committee recommends approval)
2. (262-15) Adopt resolution repealing Resolution 2014-110 and authorizing the Director to execute CalWORKs program subsidized employment agreement with work site contractors.
3. (263-15) Approve agreement with The Salvation Army for residential substance use treatment services for CalWORKs clients and their families and authorize Chair to execute.

I. Human Resources and Organizational Services

1. (264-15) Approve Extra Help and Reserve Paid Sick Leave policy in accordance with AB 1522 Healthy Workplaces Healthy Family Act of 2014.

J. Probation

1. (265-15) Authorize appropriation in the amount of \$35,742 from Account No. 101-0000-361-5617 (Aide for Construction) to various line items for expenses related to implementation of Justice Assistance grant.

K. Sheriff-Coroner

1. (266-15) Authorize appropriation in the amount of \$40,000 from Account No. 151-0000-363-7400 (SAFE Grant funds) for the purchase of vehicle for detective division.
2. (267-15) Authorize Budget Transfer in the total amount of \$63,350 reprogramming various funds for the Sheriff, Jail, and Animal Care Services to cover current and projected shortages.

L. Treasurer-Tax Collector

1. (268-15) Approve discharging the Tax Collector from accountability for collection of taxes, penalties, and interest on unsecured property taxes.

IV. **SPECIAL PRESENTATION**

- A. (269-15) Present proclamation to Casa de Esperanza proclaiming July 2015 as Sexual Assault Awareness Month.

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. (270-15) Appoint two individuals to the Yuba County Fish and Game Advisory Commission as at-large representatives for terms ending September 23, 2018 and June 23, 2019. (Fifteen minute estimate)

B. County Administrator

1. (271-15) Consider adoption of a resolution approving a First Amendment to the Tri-County Joint Powers Agreement for the Tri County Regional Juvenile Rehabilitation Facility. (Fifteen minute estimate)
2. **11:00 A.M.** - (272-15) Receive Fiscal Year 2015-2016 Proposed Budget, presentation, and direct copies be made available to public; accept Proposed Budget as interim spending plan, including position allocation changes; set dates for Budget Workshop of August 18 and 19, 2015; and set Final Budget Hearings for 1:30 p.m. September 15, 2015.
  - a. (273-15) Adopt resolution revising the Classification System-Basic Salary/Hourly Schedule in its entirety as it relates to the recommended 2015-2016 Fiscal Year Budget. (Thirty minute estimate)

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

- A. (274-15) Ordinance - Hold public hearing, waive reading, and adopt urgency ordinance amending Chapter 3.40.010 and adding Chapter 3.04.042 adopting an amendment to the existing contract between the County of Yuba and the California Public Employees' Retirement System Board of Administration. (Human Resources) (Ten minute estimate)

VIII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (275-15) Notice from California Fish and Game Commission regarding regulatory action relating to implementation of the Bobcat Protection Act.

- B. (276-15) Two notices from State Water Resources Control Board of petition for temporary water transfer from South Sutter Water District of up to 6,000 acre-feet from July 1 through September 30, 2015, and transfer under Contra Costa Water District permit 20749, up to 500 acre-feet from June 1 through October 31, 2015.

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

X. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case

XI. **ADJOURN**

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





*CONSENT*  
*AGENDA*

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# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



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

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

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director *DM*

SUBJECT: APPROVE OFF-AIRPORT OPERATOR AGREEMENT AND USE PERMIT BETWEEN THE COUNTY OF YUBA AND KRUEGER AVIATION

### Recommendation:

It is recommended that the Board approve the attached "Off-Airport Operator Agreement and Use Permit" between the County of Yuba and Krueger Aviation, and authorize the Chairman to execute the same.

### Background:

An "off the airport" operation (known as "through the fence") is the use of a public landing area by aircraft based on land adjacent to, but not a part of the airport property. A perimeter fence may be or may not be imaginary or actually exist. In some cases, special taxiways have been built for this type of operation. The owner of a public airport is entitled to seek recovery of its initial and continuing costs of providing a public use landing area. The subject agreement allows Krueger Aviation, to access the Yuba County Airport from privately-owned property. Krueger Aviation is a fixed-base operator business located on Sky Harbor Drive.

### Discussion:

The subject agreement is the same agreement in place with other individuals and businesses located on private property adjacent to the airport. The use permit fee is paid by all airport operators, both on the field and off the field to allow access to the airport property. The use of the access is for commercial business uses, and therefore the fee is set at the standard commercial rate for business operations or \$125 per month, generating \$1,500 per year airport revenue.

### Committee Action:

This item was not considered by the Public Facilities Committee as it is the same agreement that has been previously before the committee for similar permittee operations and considered routine.

### Fiscal Impact:

The general fund is not affected by approval of this agreement. The permit fee is a continuing part of the revenue stream for the Airport used for airport operations and administration.

### Attachments

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**YUBA COUNTY AIRPORT  
OFF-AIRPORT OPERATOR AGREEMENT  
AND USE PERMIT**

This Agreement and Use Permit, made and entered into this \_\_\_\_ day of June, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and **KRUEGER AVIATION**, located at 1421 Sky Harbor Drive, herein after referred to as "Permittee."

**WITNESSETH:**

**WHEREAS**, County is the owner of Yuba County Airport, hereinafter referred to as "Airport," in the County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

**WHEREAS**, Permittee wishes to conduct certain commercial activities at said Airport on real property owned by Permittee adjacent to said Airport (see Exhibit A). Said real property has been developed for commercial and business uses which require access to the Yuba County Airport; and

**WHEREAS**, Permittee, desires to obtain for itself the right to move aircraft between the taxiway systems of the Yuba County Airport and the adjacent property; and

**WHEREAS**, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and

**WHEREAS**, the owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area; and

**WHEREAS**, the development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through-the-fence" operator to the detriment of on-airport operators. To equalize this imbalance, the airport owner shall obtain from any off-base enterprise a fair return for its use of the landing area.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. **OPERATIONS:** Permittee'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. Permittee is authorized to conduct general aviation operations in accordance with current regulations in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or operated general aviation 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 Permittee in connection with its aircraft. There shall be no commercial operations conducted in the facility without a Commercial Operator's Permit.

All of Permittee'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

permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Permittee agrees to conduct all flight 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.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing April 15, 2015, and terminating April 14, 2020. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. This Agreement may be terminated by the County for any reason at any time upon not less than ninety (90) days advance written notice to Permittee.

3. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A.. Permittee shall pay to County an annual commercial use permit fee of One Thousand Five Hundred Dollars (\$1,500) per year. Permittee reserves the right to pay monthly at a rate of One Hundred Twenty-five Dollars (\$125.00) per month. The use permit fee is adjusted annually by the Yuba County Board of Supervisors with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

4. INTEREST PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess interest at the rate of eighteen percent (18%) annual percentage rate.

5. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

6. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of Airport, and rents no space for Permittee's operation as described in this Agreement and Use Permit.

7. ASSIGNMENT OR TRANSFER: This Agreement and Use Permit and the rights granted to Permittee hereunder are not assignable or transferable, and shall not run with the land, but rather shall inure solely to the personal benefit of Permittee. Any attempted assignment or transfer, or if a transfer occurs by operation of law, shall be null and void, and shall render the Agreement and Use Permit immediately terminated at County's sole option.

8. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000.00) combined single limits as follows:

A. See Exhibit B, attached hereto.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee 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: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

9. INDEMNITY: Permittee 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 Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

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

11. SIGNS. Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

12. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

13. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement 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 Permittee at:

KRUEGER AVIATION  
1421 Sky Harbor Drive  
Olivehurst, CA 95961

Copy to:

Yuba County  
County Counsel  
119 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

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

KRUEGER AVIATION

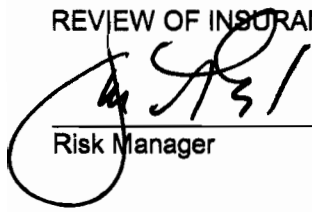
  
Eric Krueger, Owner

COUNTY OF YUBA

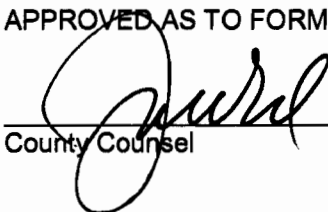
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

REVIEW OF INSURANCE:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel



## **Exhibit B - Insurance Requirements**

LESSEE, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

### **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, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

### **Other Insurance Provisions:**

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

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The LESSEE's insurance coverage shall be **primary insurance** as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the County
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.

***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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the LESSEE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Verification of Coverage***

LESSEE shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County's Risk Manager. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Waiver of Subrogation***

LESSEE hereby grants to County a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the County by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

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

## EXHIBIT C

### **FEDERAL AVIATION ADMINISTRATION ASSURANCES**

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

1. The Permittee 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 Permittee 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 Permittee 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 (Permittee, licensee, Permittee, 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. Permittee 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 Permittee 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. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee 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 Permittee 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 Permittee 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 Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee 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 Permittee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Permittee 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 Permittee 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. Permittee 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 Permittee 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 County 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 Permittee.

14. The Permittee 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 County reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.


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.





## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services   
**Date:** June 23, 2015  
**Re:** Budget Transfer Request – Administrative Services

---

### Recommendation

Approve a budget transfer in the amount of \$46,442 from various salaries and benefit line items to Professional Services (\$40,875.00) for maintenance of equipment and integration of tasks and Office Expense (\$5,567.00) for general office supplies.

### Background

Due to increase of software maintenance and integration of systems for task efficiencies has caused the Professional Services line item to increase. General office supplies are needed for the operation of the department and to assist other departments in their requests.

### Discussion

This action authorizes a transfer from unused Salaries and Benefit line items to be transferred to Office Expense and Professional Service line items within the Administrative Services budget.

### Committee Action

Due to the routine nature of this request, it has been brought directly to the Board for consideration.

### Fiscal Impact

There is no additional fiscal impact as a result of this action. It is movement of appropriations between budget accounts.

JUN 05 2015

**COUNTY OF YUBA**

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

COUNTY OF YUBA  
AUDITOR - CONTROLLER

FISCAL YEAR 2014/2015

**DEPARTMENT:** Administrative Services

PREPARED BY/PHONE Jolene X 7886

[illegible]**EXPLANATION FOR BUDGET ADJUSTMENT:**

Due to an increase in software maintenance an integration of systems the 23-00 (Professional Services) line item has increased. The department is using salary savings to cover these additional costs. The department is also using salary and benefit savings to purchase general office supplies for operation of the department and assisting other county departments.

**FUNDING SOURCE FOR INCREASES:**

EXTERNAL  
INTERNAL

✓

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**

**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

## BUDGET TRANSFER #

(assigned by ACO)

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

**SIGNATURE**

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR:**

SIGNATURE

DATE \_\_\_\_\_

**BOARD OF SUPERVISORS:**

(if necessary)

**SIGNATURE**

DATE \_\_\_\_\_

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE \_\_\_\_\_

# The County of Yuba

242-15

## Department of Administrative Services

Doug McCoy - Director




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

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

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE AIRPORT MANAGER TO PRESENT A PROPOSAL TO THE AIRCRAFT OWNERS & PILOTS ASSOCIATION FOR CONSIDERATION OF THE YUBA COUNTY AIRPORT AS A LOCATION FOR AN AOPA REGIONAL FLY-IN IN 2016, 2017, OR 2018

### Recommendation:

It is recommended that the Board approve the subject resolution authorizing the Airport Manager to present a proposal to the Aircraft Owner's & Pilots Association for consideration of the Yuba County Airport as a location for an AOPA Regional Fly-in in 2016, 2017, or 2018, and authorize the County Administrator to also sign the proposal indicating approval by the Airport owner.

### Background:

The Aircraft Owners & Pilots Association is the world's largest aviation member association, with representatives based in Frederick, Maryland, Washington, D.C., and seven regions across the United States. AOPA provides member services that range from advocacy at the federal, state, and local levels to legal services, flight planning products, safety programs, and award-winning media.

In 2014, AOPA restructured their event format from one major summit each year to a series of seven smaller regional events across the country. A Request for Proposals for 2016, 2017, and 2018 AOPA Regional Fly-in Locations has been released and is attached.

Fly-ins offer AOPA members and the public a chance to gather at a local airport on a Saturday to socialize with fellow pilots and aviation enthusiasts, talk to aviation vendors and view display aircraft, participate in clinics and educational forums and eat great food. Each fly-in includes a Pilot Town Hall hosted by AOPA President Mark Baker.

### Discussion:

The Yuba County Airport more than meets the requirements as presented in the RFP document which includes having a minimum of two runways, ample aircraft and automobile parking, event space, a nearby reliever airport that can handle overflow airplane traffic, and an active general aviation community from which to draw support and volunteers. The event would be similar to the annual airshow and flyin that has been conducted at the airport for the past twenty years.

Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the proposal submittal that is due on June 20, 2015. If selected, a meeting will be scheduled to discuss the event in more detail.

Fiscal Impact:

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

Attachment

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING THE AIRPORT  
MANAGER TO PRESENT A PROPOSAL TO THE  
AIRCRAFT OWNER'S & PILOTS ASSOCIATION  
FOR CONSIDERATION OF THE YUBA COUNTY  
AIRPORT AS A LOCATION FOR AN AOPA  
REGIONAL FLY-IN FOR 2016, 2017 OR 2018**

)  
)  
)  
)  
) Resolution No. \_\_\_\_\_  
)  
)  
)  
)

WHEREAS, the Aircraft Owners & Pilots Association (AOPA) has issued a  
Request for Airport Proposals for its series of regional fly-ins for 2016-2018; and

WHEREAS, each fly-in draws more than 2,000 participants, more than 400 aircraft  
and 900 vehicles; and

WHEREAS, the AOPA will consider airports with a minimum of two runways,  
ample aircraft and automobile parking, event space, a nearby reliever airport to handle overflow  
airplane traffic, and an active general aviation community from which to draw support and  
volunteers; and

WHEREAS, the Yuba County Airport, its management, operators, and tenants  
have successfully conducted more than twenty fly-ins and air shows and meets the minimum  
requirements of the proposal; and

WHEREAS, the Airport's fixed base operator and fuel provider, Honeycutt Aviation,  
is capable of handling the aircraft fueling requirements of visiting aircraft and minor maintenance  
services; and

WHEREAS, the proposal must be co-presented with signatures from the bidding airport manager, the on-field operator and fuel provider, and the governing airport authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the Airport Manager is hereby authorized to file a proposal on behalf of the County of Yuba Airport for consideration as an AOPA Regional Fly-in location for 2016, 2017, or 2018.

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer, in addition to the Airport Manager, to execute and approve the proposal.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

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APPROVED AS TO FORM:

  
County Counsel



## AOPA Fly-In Request for Proposals

2016 - 2018

**Issue Date:** April 17, 2015

**Proposal Response Deadline:** June 30, 2015

**Point of Contact:** Chris Eads, AOPA Director of Outreach and Events – 301-695-2183; [chris.eads@aopa.org](mailto:chris.eads@aopa.org); 421 Aviation Way, Frederick, MD 21701

**REQUEST FOR PROPOSALS (RFP) SUMMARY:** The AOPA Fly-ins were created in 2014 to “meet our members where they fly” and create an atmosphere of flying, fun, friends, and food. During our first year of events, over 16,000 members, guests, and aviation enthusiasts gathered in seven locations throughout the United States for a weekend of celebrating aviation and building relationships. From attendees to exhibitors, from airport management to local municipalities, the verdict was clear: the AOPA Fly-Ins were a huge success! Four all new locations and our Frederick, MD AOPA Homecoming event in 2015 promise yet another year of engaging events and activities celebrating all things aviation.



With the vision to bring future fly-ins to new locations all over the United States, AOPA is inviting airports, cities, and aviation communities to propose hosting an AOPA Fly-In in coming years. This **Request for Proposals** seeks to draw interest and information from potential communities who would like to host an AOPA Fly-In at their airport in 2016, 2017, or 2018.



Proposals should be co-presented by the bidding airport manager, at least one on-field FBO/fuel provider, the governing airport authority (airport commission, board, municipality, etc.), and the local Air Traffic Control tower (if applicable). Additional signatories such as local aviation organizations or clubs, local Convention and Visitors Bureau, AOPA Airport Support Network Volunteers, etc. are encouraged.

## About AOPA

Since 1939, Aircraft Owners and Pilots Association has protected the freedom to fly for thousands of pilots, aircraft owners and aviation enthusiasts. AOPA is the world's largest aviation member association, with representatives based in Frederick, MD, Washington, D.C., and seven regions across the United States. AOPA provides member services that range from advocacy at the federal, state, and local levels to legal services, flight planning products, safety programs and award-winning media. To learn more, visit [www.aopa.org](http://www.aopa.org).



## About the AOPA Fly-Ins

Hosting an AOPA Fly-In is a significant undertaking, but one that brings a great sense of accomplishment and positive attention for the entire aviation community involved. Feedback from 2014 fly-in locations has provided great insight into the value an airport and its community can expect to receive in return for the effort and commitment to host.

- **Contribution to the aviation industry** – participating in this event brings your strengths to our shared aviation community, helps to grow the pilot population, inspires new people to explore flying, and helps active pilots grow in their skills and passion.
- **Exposure and branding for local airport businesses** – with more than 2,500 pilots and aviation enthusiasts attending an average fly-in event, your airport and businesses will gain highly valuable exposure. Attendees are sure to remember your airport and want to return many times as they fly around the region.
- **National notoriety** – through AOPA's nationwide media channels, the story of your airport and businesses will be told to hundreds of thousands of AOPA members. We'll share details of the event, fascinating opportunities that exist in your area, and unique features of your local aviation community.
- **Financial impact to community** – the financial value of an AOPA fly-in goes well beyond the immediately obvious sale of aircraft fuel or hotel nights. There is a much broader value to the long-term economic impact as attendees make choices to return again and again to your community based on their positive experiences at the fly-in.
- **Public exposure** – the value of general aviation can be shared with those from your community who chose to come to the event, creating a positive experience at the airport for local families.





## Event Structure

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The AOPA Fly-In is a roughly 24-hour event focused around the local airport that seeks to draw pilots and aviation enthusiasts together for flying, fun, friends, and food. The event consists of two parts:

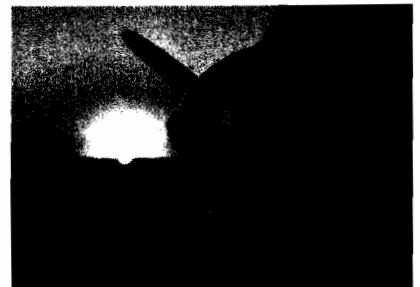
### Friday Afternoon / Evening

- Daytime local activities and excursions available to the early arrivals
  - Golf outings, tours of local attractions, pilot workshops, etc.
- Evening social events
  - Barnstormers Party – BBQ and entertainment
  - Aircraft camping



### Saturday Daytime

- Pancake Breakfast and entertainment
- Exhibits, static aircraft display, educational seminars
- Aeronautical demonstrations
  - Fly-bys, vintage aircraft rides, aerobatic performance, etc.
- Lunch
- Pilot Town Hall with AOPA President Mark Baker
- Event ends at 4:00 p.m.



## What it Takes to Host

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Hosting an AOPA Fly-In requires an airport community ready to work together to co-create an event that is much larger than any one group could put together by itself. Enthusiasm, creativity, flexibility, and collaboration are all attributes of successful fly-in hosts. Due to the enormous popularity of these events measured partly by the volume of attendees and their aircraft and automobiles, physical space is an important minimum criteria that will be defined in the pages ahead. Infrastructure and systems that can accommodate 500+ aircraft and 1,000+ automobiles safely and efficiently are a must. An enthusiastic aviation community that pulls together will ensure a successful, impactful, and safe event. Section 2 of this Request for Proposals contains valuable insights and lessons learned from successful fly-in venues.

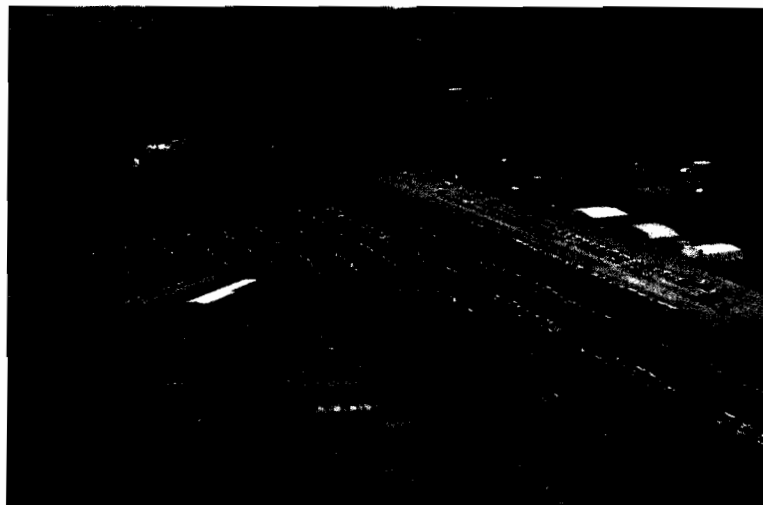
## Section 1 – Host Airport Criteria

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### Airfield and Airspace

#### Minimum Criteria

- Not located within Class-B airspace
- Minimum runway length of 4,000' (more in certain elevations)
- Restricted Airspace does not exist in size or proximity to the airport that would hinder high volume of VFR traffic flowing to or from the airport
- Instrument approach available
- Identified capacity on airport to park no less than 500 single-engine general aviation aircraft on a combination of paved surfaces (ramps, taxiways, runways), with consideration given to potential grass surfaces if conditions allow
- Air Traffic Control Tower facilities prepared to handle a high-volume inbound aircraft flow of 500+ aircraft during two waves of arrival (Friday evening and Saturday morning), or for non-towered airfields, willingness of airport management to explore proactive safety and traffic control solutions
- On-field FBO/fuel provider with desire and ability to participate in the event, with the capacity to provide 100LL fuel service to approximately 250 aircraft within 6 hours, and to expand manpower as needed to meet service demands. AOPA is able to assist FBOs with recruiting volunteers to serve under FBO direction.
- On-call minor airframe and aircraft powerplant maintenance services



### Special Criteria

Generally speaking, AOPA considers the following criteria most ideal, and can consider airports that *do not* meet these criteria only in cases where unique solutions can mitigate the concerns:

- **Non-air carrier airport not currently regulated under Transportation Security Administration Regulation (TSAR) 49CFR Part 1542** – At issue are three factors: wake turbulence concerns with large jet traffic; potential capacity strain mixing scheduled air carrier service with high volume VFR traffic; TSA regulations limiting free movement of general public around the aircraft ramp and show areas.
- **Minimum of two paved runways** – At issue are two factors: capacity for airport to handle inbound traffic flow; capacity to maintain normal operations in the event of a disabled aircraft temporarily blocking a runway.
- **Not located below the lateral limits of Class-B airspace** – At issue are three factors: proximity of the event to established arrival and departure routes; complexity of airspace to unfamiliar pilots not comfortable or proficient operating in airspace with high density traffic; increased potential of airspace violations.
- **Not located in or around significantly high-elevation terrain** – At issue are two factors: density altitude operations for unfamiliar pilots; access to/from the airport through mountain passes or other constricting terrain that may create a hazardous situation with a high volume of traffic along routes with poor radar coverage.
- **Available space for aircraft camping** – This is a preferred scenario; we have found robust interest from our attendees to camp with their aircraft, and it adds a significant dimension to the event dynamic. While not a minimum criteria, it is high on our list of desirables.

AOPA makes every effort to plan our events to meet the skill level of our community's least experienced pilots. With safety as our highest concern, it is of utmost importance that we develop event plans that allow for these pilots to enjoy their time coming to the event without incident or difficulty. Airports expressing interest that do not meet these special criteria are encouraged to call for discussion prior to submitting a proposal.

### Infrastructure, Venues, and Logistics

AOPA depends upon the generosity of airports and their tenants to provide ample space for the fly-in events. With more than 2,500 people in attendance at an average show in 2014, it is vital to build a significant "show center" to accommodate the crowds and activities that the AOPA Fly-In generates (see **Appendix B**). Generally speaking, AOPA seeks to establish the following physical event venues:

- 10,000+ square foot "main stage" for keynote presentations, pancake breakfast and lunch seating
- 10,000+ square foot "exhibit hall" for trade-show style exhibit booths
- Three 3,500+ square foot venues for seminar space

- 90,000+ square foot contiguous aircraft ramp space for static aircraft display, food vendors, and other tented displays
- Identified capacity for vehicle parking for no less than 1,000 automobiles on the airport or in close walking proximity; generally requires 300,000+ square feet paved or suitable grass areas



The event venues listed above for main stage, exhibits, and seminars can be developed using a combination of donated hangar space and/or large tent infrastructure. Due to the nature of the programs, they must be separate venues and cannot be combined into single large spaces. In cases where tents would be required, asphalt pavement beneath the tent space is ideal. Strongest consideration will be given to airports that can accommodate most of these venues inside donated hangar space.

AOPA Fly-Ins take place rain or shine; available event space must be committed to use from Thursday through Sunday for set-up, event, and clean-up, regardless of weather.

### **Community Participation**

Hosting an AOPA Fly-In is more than just creating space for an event. It is about drawing together the entire aviation community for a celebration of our common love of flying. Therefore, the ideal airport community to host an AOPA Fly-In will have:

- A strong, active, and engaged local general aviation community
- Airport management and controlling authority that is a demonstrated supporter of general aviation
- Availability of local groups interested in participating and volunteering, such as state or local pilots associations, local aviation clubs, EAA chapters, Civil Air Patrol, Boy/Girl Scouts, etc.
- Local hotels and other amenities interested in offering discounts or other incentives to help draw attendees to "make a weekend" of their visit to the airport



### Financial Partnership

A frequently asked question is “who pays for this?” The short answer is that this is an AOPA Fly-In, and we bear the expense to put it on. However, since most of our event costs are funded by generous donations from the AOPA Foundation, we are vigilant to make the most of our members’ contributions. Airports and communities that can offer financial support in a variety of ways make a tremendous difference and will garner special attention in the proposal process. Such participation may include, but not be limited to:

- Donated hangar and ramp space for the event venues noted above
- In-kind provision of items that may be in easy reach for the airport or city
  - i.e. traffic control supplies (cones, stanchions, barricades, signage), golf carts, ground transportation shuttles, water connections, fork-lifts, electrical generators, portable restrooms, two-way radios, etc.
- Donated time from public safety personnel and equipment
  - i.e. Fire and Rescue services, on-site EMS personnel, vehicular traffic control, overnight security services, etc.
- Cash contribution from an economic development fund or other grant

### Legal, Insurance, Use Agreements

A vital part of any large-scale event is ensuring all the essential parameters to protect assets and people are in place. To that end, AOPA generally prefers to enter into a standard Use Agreement with airports and airport tenants on whose property or leaseholds the event is conducted. AOPA will provide certificates of insurance with these entities named as “additional insured” in amounts detailed in the attached Use Agreement instruments (**Appendix D**). AOPA prefers to use these instruments that have been carefully developed with several airports for previous events; in your proposal please indicate if your airport governing authority finds these instruments to be adequate to meet your needs, or if another set of parameters would be required.

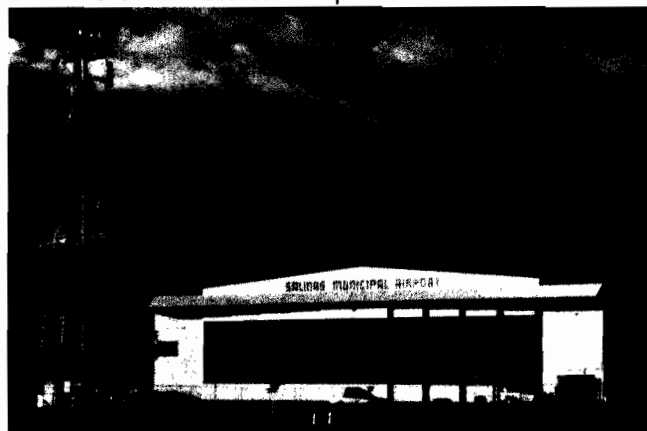
## Section 2 – Patterns of Success—Lessons Learned From Successful Venues

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The year 2014 marked a new chapter in AOPA’s event history. Building upon decades of experience hosting major aviation conventions (AOPA Aviation Expo and AOPA Aviation Summit), and many years holding an annual fly-in at our Frederick, MD headquarters, AOPA embarked on a new adventure in 2014 to create fly-ins around new locations all over the United States. Coupled with the selection and early implementation of new venues in 2015, these two years of activity have helped form a solid understanding of what makes a successful fly-in venue. These lessons learned include:

### Airport and Aviation Partnerships

- **Proactive airport management –**  
While the AOPA event is ultimately our responsibility to organize and execute, there is no more vital player to the success of



the event than the airport manager and his or her team. The airport management team will invest significant time in courting healthy relationships, helping design the event layout, establishing air and ground operations plans, and assisting with city permitting and other legal matters. It is AOPA's goal to have every aspect of the event meet the airport manager's highest expectations, and we strive to have a dynamic working relationship with everyone in airport leadership.



- **Cooperative FBOs or Fuel Providers**— Where multiple FBOs and/or fuel providers exist on an airfield, it is important to have those entities work collaboratively to provide unified customer service to event attendees. This is an event to enjoy our shared love of flying, and on-field businesses that make it a cooperative weekend find the highest return of customer satisfaction. AOPA will work carefully with FBOs to recruit talented volunteers to support them in their work, and will seek to provide balanced exposure, opportunity, and appreciation to participating FBOs or fuel providers.
- **Well-prepared Air Traffic Control** – With more than 500 aircraft converging upon the airport between Friday afternoon and Saturday morning, the challenges to accommodate all these pilots in a safe and efficient manner are obvious. AOPA will collaborate with surrounding ATC facilities and the local tower to develop NOTAMs, special flight procedures, and ground operations plans, building upon years of learning and best practices forged through AOPA's large scale events. At locations where no control tower exists, additional proactive safety or traffic control measures may be carefully explored.
- **Engaged flying associations, clubs, groups, and communities** – Local aviation organizations who come together to help make this event their own find an important opportunity to share the local flavor of their community.



#### The Right Location (What Else Is There To Do?)

The most effective AOPA Fly-In location will be one where there are other reasons to come to town than just the aviation event. AOPA values creating opportunities for pilots to bring their families and "make a weekend of it." When the pilot can engage the family in positive, memory building experiences, everyone wins. The family gains new appreciation for the place of flying in mom and/or dad's lifestyle. The local community benefits from new interest in the surrounding attractions. The airport businesses benefit from ongoing interest to return to see more.



AOPA is most interested in working with local communities, CVB's, amenities, and attractions to provide additional reasons to attend, thereby increasing both the value proposition to the attendee and the value proposition to the local economy. Working together to incentivize activity and overnight stays beyond the airport event are healthy additions to the AOPA Fly-In.

## Section 3 – Submittal Requirements

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### Copies and Format

Your proposal will be reviewed by a committee of AOPA leadership, to include two distinct operational teams: event leadership, and air operations/safety teams. To help both teams quickly review your proposal, please submit **two** printed hard copies to:

*AOPA Outreach and Events  
Attn. Chris Eads  
421 Aviation Way  
Frederick, MD 21701*

- Additionally, please include one electronic PDF version of the proposal on data stick or disc in your mailed package. An electronic copy of the PDF may be emailed for back-up purposes only to [chris.eads@aopa.org](mailto:chris.eads@aopa.org)
- Please format to standard 8 ½ x 11 size. There is no page limit to your proposal.

### Required Content

To provide for efficient consideration by our selection committee, please ensure that your proposal contains the following information placed in this order:

#### Cover / Cover Page

- Please list airport name and ICAO airport identifier in large font
- Please list email and phone contact information for all parties desiring follow-up and communication

**Sections and Headings** – Please provide detailed proposal information in the following order:

- **Introductory comments**
  - Why you are interested in hosting an AOPA Fly-In?
  - Who is involved from your airport and community in this proposal?
  - What leadership / governing structure will be involved in approving an AOPA Fly-In?
- **Host Airport Criteria**
  - Please provide detailed responses to each element of Section 1 of this RFP:
    - Airfield and Airspace: Minimum and Special Criteria
    - Infrastructure, Venues and Logistics
    - Community Participation
    - Financial Partnership
    - Legal, Insurance, and Use Agreements
- **Community Information**
  - Please provide detailed information on surrounding attractions and amenities, to include information on hotels interested in participating with the AOPA Fly-In
- **Maps and Diagrams** – Please provide detailed maps of the airport environment to include:
  - Areas designated for primary “show center”
  - Hangars, ramps, and other facilities available for “show center” with dimensions and square footages noted

- Aircraft parking areas with aircraft parking counts highlighted to scale (see **Appendix C**)
- Automobile parking areas with square footage noted
- **Photos** – Please provide photographs of:
  - Show center area
  - Show center hangars or other facilities – interior and exterior photos
  - Aircraft and automobile parking areas
- **Signatories** – please co-submit this proposal with the following signatories indicating commitment to your proposed solutions:
  - Airport manager
  - Senior official of airport governing authority
  - FBO owner(s)/manager(s)
  - ATC Tower manager (if applicable)
  - Any owner(s) or leaseholder(s) on whose property event elements could occur (including parking)

#### **Deadlines**

To ensure fair consideration of your proposal along with all the others we will receive, please submit your proposal no later than Tuesday, June 30, 2015. A confirmation email will be sent from AOPA to your signatories upon receipt.

## **Section 4 – Selection Process and Timeline**

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Depending on the number of responses to this Request for Proposals and the workload while also executing our 2015 events, AOPA anticipates investing 8 – 12 weeks in the selection process, with the goal of announcing our 2016 sites by the 4<sup>th</sup> Quarter of 2015. To achieve this goal, we will utilize the following process:

- **Initial receipt and review** – The AOPA Outreach and Events Team will confirm receipt of your proposal via email. Review of the proposals will be conducted by a selection committee of AOPA leadership from multiple departments.
- **Regional consideration** – We place a high value on positioning our events in varying locations so that we can maximize our exposure throughout the nation. Highest consideration will be placed on proposals from locales that help us move our events around to new locales and regions.
- **Interviews and discovery** – Phone interviews will be conducted with airport leadership of a select number of sites, not necessarily in order of priority, but rather in order of internal and regional considerations.
- **Site visits** – While we would love to make a physical visit to every airport that submits a proposal, time and resource may limit our visits to a handful of final candidates.
- **2016 selection** – 2016 sites will be selected and confirmed, with ongoing consideration placed on potential candidates for future years
- **2017-2018 potentials** – sites not selected for 2016 but that hold great promise for a potential event will be considered for placement in a “queue” of leading contenders for 2017-2018 cycles
- **Commitment** – final commitment to host an AOPA Fly-In will be confirmed by signature of a finalized Use Agreement to be determined in cooperation between AOPA and the host airport (see **Appendix D**).



## Appendix:

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- A - FAQ's
- B - Site Layout Examples
- C - Aircraft Parking Diagram Examples
- D - Use Agreement Drafts

## Appendix A - FAQ's

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**Who pays for this?** This is an AOPA event, and we fund the event entirely through donations and other resources internal to AOPA. We do not make a profit on these events; only about 10-15% of the event costs are underwritten through modest fees charged to exhibitors. However, as outlined in Section 1, host airports and communities that can assist with in-kind donations or other contributions make a significant difference, and will garner special attention in the proposal process.

**Can we combine this event with our existing big event?** Many airports express interest in combining an AOPA Fly-In with an existing airshow, airport community day, or other successful pre-existing event. We cherish the success of any aviation event, and therefore find it unwise to attempt combining our programming agenda with an existing event.

**Can we combine the main stage and exhibits into one large hangar?** The programs that exist on the main stage have audio components that would not mix well with the exhibitors' expectations, therefore we cannot combine these two large venues into a single large space.

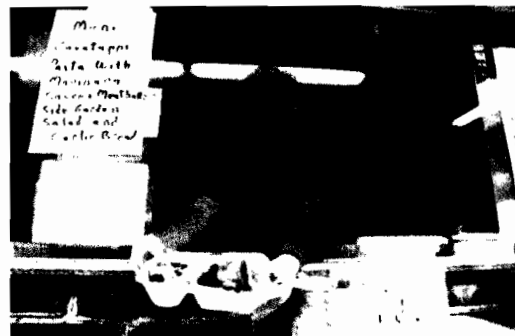
**What do you do for food?** We cater the Friday evening BBQ social, we recruit a large group of volunteers to cook the Saturday morning pancake breakfast, and we either cater or bring in gourmet food trucks for the midday lunch. All food arrangements are made by the AOPA team.

**Can the general public come?** Yes, all are welcome, and the event is free to everyone who attends. We do, however, work closely with the local leadership to ensure that any public promotion sets the right expectation for the local community (i.e. this is not an airshow, etc.)

**How do you market the event?** We utilize a variety of marketing methods, most of which focus on our electronic media (email, website, social media, AOPA Live broadcasts) and our AOPA Pilot Magazine. Additional local marketing will be developed in cooperation with the airport leadership.

**How many volunteers are needed?** We typically engage between 250 and 300 volunteers to help produce the AOPA Fly-In.

**What do we have to do to help recruit volunteers?** AOPA bears the burden of volunteer recruitment through an online registration system, but we do look to the local aviation community to help rally interested volunteers. Members of pilots associations, EAA, Civil Air Patrol, the 99s, or other aviation groups are essential partners with us in developing a solid volunteer core.

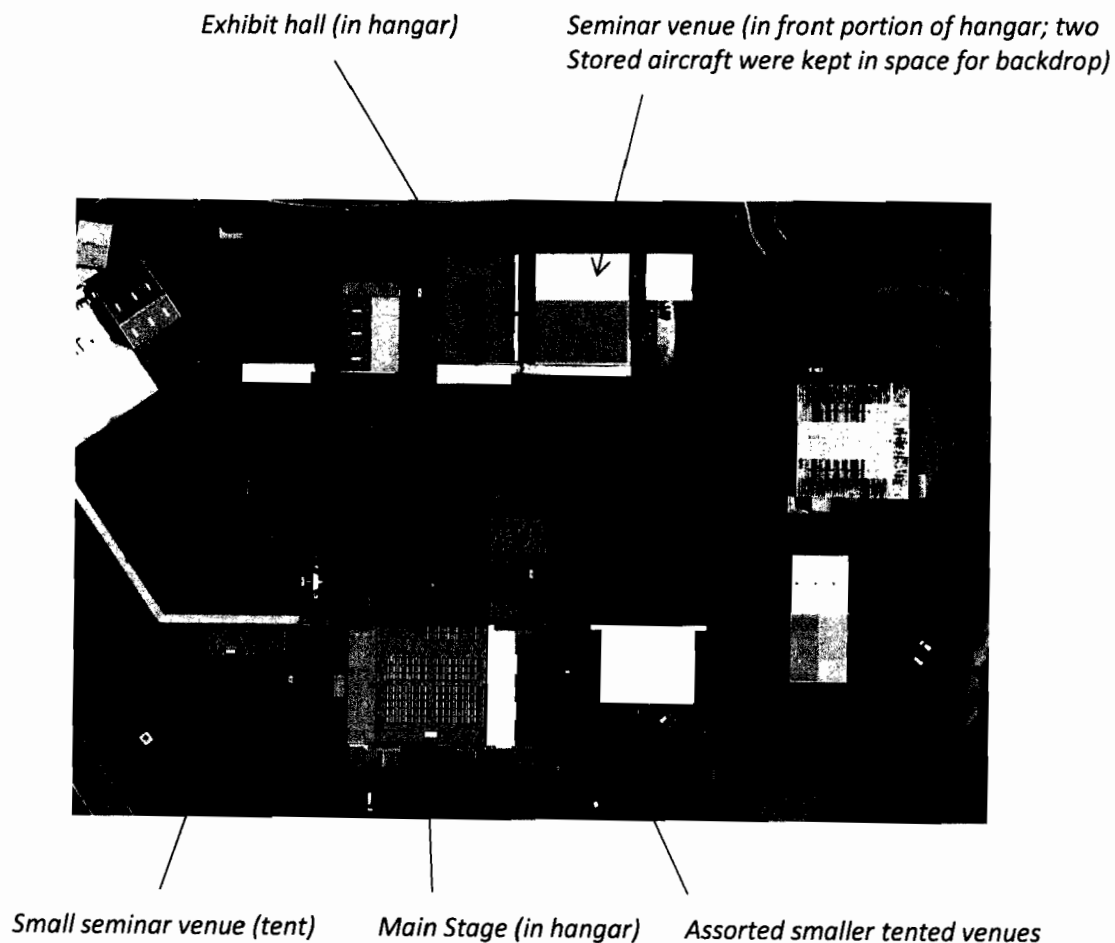


## Appendix B – Site Layout Examples

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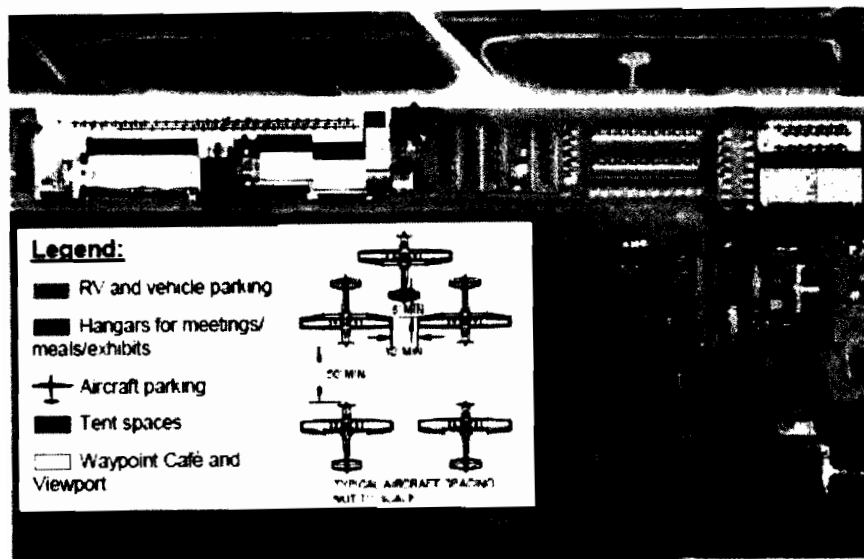
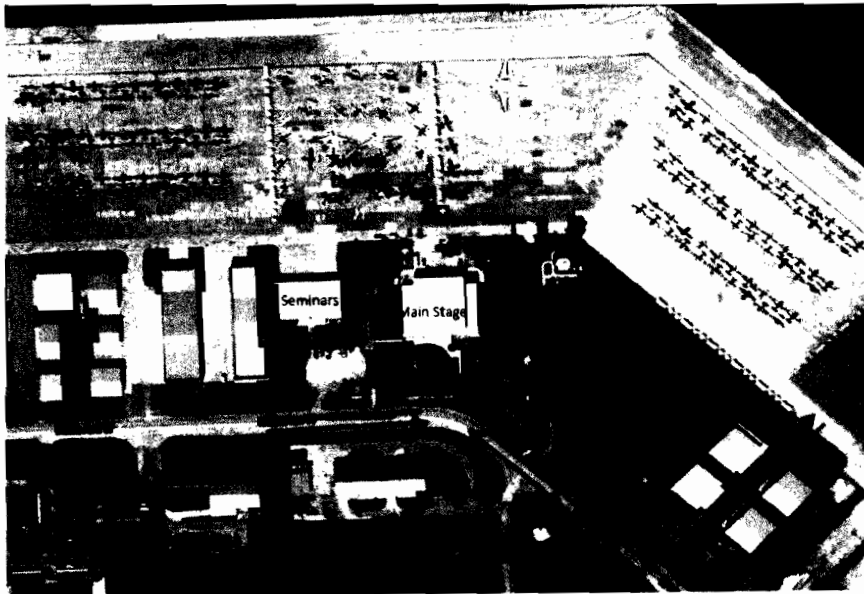
An example of a typical “show center” layout shows the basic venues that we try to create at each event. Every airport is different, and therefore our layouts adapt event-to-event based on available space, hangar and ramp layout, operational needs of the participating hosts, etc.

From 2014, our layout for the St. Simons Island, GA (KSSI) event looked like this:



## Appendix C – Aircraft Parking Diagram Examples

Successful proposals provide excellent visual maps and layouts to help us understand the dynamics of available space—especially for aircraft and automobile parking. It will be incredibly helpful if you are able to design visuals with to-scale drawings of where and how you envision aircraft being parked. Two examples of what this might look like are:



## Appendix D – Use Agreement Drafts

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AOPA has developed the following Use Agreement with help from a number of airports during our 2014 and 2015 show cycles. This is our preferred instrument for securing the necessary legal and insurance requirements from an airport. If your airport requires a different instrument for signature, please include that in your proposal.

### AIRPORT USE AND LICENSE AGREEMENT

between  
Aircraft Owners and Pilots Association  
and  
\_\_\_\_\_

THIS AIRPORT USE AND LICENSE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Licensor," and Aircraft Owners and Pilots Association, a non-profit, tax-exempt corporation, organized under the laws of the State of New Jersey with its principal place of business at 421 Aviation Way, Frederick, MD 21701, hereinafter referred to as "Licensee";

#### WITNESSETH:

WHEREAS, the Licensor administers and operates \_\_\_\_\_ Airport, hereinafter referred to as "Airport" and Licensee desires to utilize certain portions of the Airport and its facilities in conjunction with a fly-in ("Event") to be conducted from \_\_\_\_\_ to \_\_\_\_\_, 2015; and

WHEREAS, the parties desire to enter into an Airport Use and License Agreement, hereinafter referred to as "Agreement", to provide for the terms and conditions of the use of the Airport and its facilities;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. **Premises:** The Licensor does hereby grant unto the Licensee permission to utilize such portions of the Airport runways, taxiways, ramp space, improved and unimproved areas, roads, walkways and such other facilities as shall be from time to time approved by the Licensor or the Licensor's Executive Director; and Licensee shall submit, for such approval, an Airport Use Plan and Location Layout (the "Premises"). In connection therewith, Licensee shall have the right to arrange, coordinate, host, and manage the Event, including the sale of food and beverages excluding alcoholic beverages, aircraft static displays, airplane rides, and specialty novelty sales, and Licensee shall be solely responsible for arranging for and contracting with all parties invited by Licensee to participate in or provide services to the event. It is understood by both parties that in so permitting such use for purposes of conducting the Event, close contact and cooperation between Licensee and the Licensor shall be required. Licensee commits itself to make every effort to keep the Licensor apprised of developments concerning the event through its designated representative.

2. **Term:** The term of this Agreement shall commence as of 6:00 a.m., \_\_\_\_\_ Time, on \_\_\_\_\_, \_\_\_\_\_, 2015, and terminate at 8:00 p.m. on \_\_\_\_\_, \_\_\_\_\_, 2015. Notwithstanding the foregoing, the parties acknowledge that they shall mutually cooperate in establishment of concession stands, designated parking areas, parking and storage of aircraft and equipment so as to cause the least disruption of normal aviation and business activity at the Airport prior to, during and subsequent to the Event.

3. **Rights of Ingress and Egress:** Licensee shall, upon the days of the fly-in, be allowed the right to control ingress and egress for its participants, members, employees, agents, and invitees in accordance with standards for the same to be agreed upon between the Licensee and the Licensor, not to derogate against contractual rights of tenants. Licensee is

required at all times to maintain safe and complete crowd control. Licensee shall be granted access to Airport facilities on \_\_\_\_\_, 2015 for the purpose of setting-up displays or other required appurtenances without disrupting normal business activities.

4. Airport Surfaces Closure: Licensee acknowledges that only representatives of the Licensor are authorized to close or open Airport taxiways and runways and issue applicable Notices to Airmen (NOTAMs). The parties hereto agree that Airport shall remain open and there shall be no disruption to normal business activities on the Airport during the Event.

5. Rights and Privileges: While it is contemplated the Licensee shall be, and is hereby, granted the right to conduct its Event upon the Premises on the dates designated herein, said rights shall be subordinate to Federal Aviation Administration rules and regulations, regulations of the Airport, and needs of the flying public. Notwithstanding the foregoing, the parties acknowledge their mutual intent that arrangements be made satisfactory to all involved, including third parties, to the end that the general public as well as the flying public may benefit from both the contemplated event and utilization of the Airport for its normal purposes.

6. Taxes and Assessments: If Licensee is required to pay any taxes, charges, or fees with respect to its Event, together with the planning therefore, cleanup, or in any other fashion connected therewith, Licensee shall pay the same when due, and shall defend, indemnify and hold harmless the Licensor, its agents and employees from any claims, actions or expenses in conjunction therewith.

7. Maintenance, Utilities and Cleanup: Licensee shall be solely responsible for maintenance and utilities necessary or utilized in conjunction with the conduct of its Event and shall make appropriate arrangements for acquisition of those items. Licensee shall furnish appropriate personnel and equipment to clean up the Premises, the Airport areas utilized in conjunction with the Event, any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to commencement of the Event. If Licensor incurs any reasonable expenses to return the grounds and facilities to the original state that existed prior to the fly-in, Licensee agrees to reimburse Licensor for those expenses.

Licensee shall clean up the Air Operations Area of the Airport and the remainder of the Airport no later than 8:00 p.m. on \_\_\_\_\_, \_\_\_\_\_, 2015.

8. Airport Personnel: Licensee acknowledges that Airport personnel shall not be engaged in activities on behalf of the Licensee except at the direction of the appropriate staff of Licensor.

9. Rules and Regulations: Licensee agrees to observe and obey all existing Licensor, Federal, State and Local rules and regulations with respect to the use of the Airport and the conduct of Licensee's Event, including aircraft operations; and, provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures or orders prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of aircraft at Airport, as well as any ground activities subject to Federal Aviation Administration authority. Licensee shall ensure that vendors of food, beverages and novelties shall, at a minimum, meet all requirements of law, including those laws, ordinances and regulations with respect to public health and sanitation.

10. Security: Licensee shall provide such security on or about the Premises as shall be required by the Licensor through the Licensor's CEO or the FAA. The Licensor shall advise Licensee of such security requirements upon execution of this Agreement to allow Licensee adequate time to schedule necessary services. Licensee shall observe all rules and regulations regarding safety as shall be required by the Licensor through the Licensor's CEO or the FAA. Licensee shall be responsible for the enforcement of such rules and regulations amongst its agents, employees, volunteers, guests, and invitees. Crowd control is the responsibility of the Licensee and any unsupervised activities will not be allowed.

11. Damage or Destruction of Premises: If any Airport facilities or those of tenants of the Licensor at Airport are damaged in any fashion by Licensee's negligence or willful misconduct in its conduct of the Event, said damage shall be repaired, or the damage items replaced, with due diligence by Licensee at Licensee's own cost and expense,

except, however, to the extent caused by the negligence or willful misconduct of Licensor, its officers, directors, agents or employees.

12. Insurance:

A. Licensee shall, at its expense, maintain insurance in full force and effect for the Event during the term of this Agreement as defined in Article 2 in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of \_\_\_\_\_ and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, for operations of the Licensee and shall cover bodily injury; property damage; automobile liability including owned, non- owned, leased and hired; aviation risks excluding aircraft owned or operated by Licensee; and contractual coverage. The Licensor shall be named as additional insured with respect to Licensee's use of the Premises which are subject of this Agreement. Licensee shall promptly upon execution of this Agreement, furnish to the Licensor appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than Two Million Dollars (\$2,000,000), combined single limit equal or split limits equal to and not less than Two Million Dollars (\$2,000,000), for bodily injury and property damage with respect to each occurrence.

B. Licensor shall, at its expense, maintain insurance in full force and effect during the term of this Agreement as defined in Article 2 in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of \_\_\_\_\_ and carry a Best's rating no lower than A-. The insurance policy(ies) shall cover bodily injury; property damage; premises liability, automobile including owned, non- owned, leased and hired; and hangar keepers liability. Licensor shall promptly upon execution of this Agreement, furnish to the Licensee appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than Two Million Dollars (\$2,000,000), combined single limit equal or split limits equal to and not less than Two Million Dollars (\$2,000,000), for bodily injury and property damage with respect to each occurrence.

13. Indemnification of Licensor:

A. The Licensee shall indemnify, hold harmless and defend the Licensor, its officers, directors, officials, and employees from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, or caused by, Licensee's conduct of the Event, or from any activity or other things done, permitted, or suffered by Licensee in, or about the Premises and/or Airport or other act or failure to act, excluding only claims or actions arising out of the negligence or willful misconduct of the Licensor, its officers, directors, officials, and employees, provided that the Licensor shall give the Licensee prompt and reasonable notice of any such claim or actions made or filed against it.

B. Licensee hereby agrees to release and hold harmless the Licensor, its officers, directors, officials and employees, from any damages to the Licensee caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on Airport; and the Licensee does hereby fully waive and release any right or cause of action which it may now have or which it may have in the future against the Licensor, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Licensee further agrees to hold the Licensor, its officers, directors, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of Licensee's equipment excluding any claims arising out of the negligence or willful misconduct of the Licensor, its officers, directors, officials, and employees.

14. Termination by Licensor: If Licensee fails to timely and fully perform any provision of this License Agreement, the Licensor may, at its sole option, after providing Licensee notice of such deficiency and a reasonable opportunity

to cure, terminate this Agreement immediately, regardless of whether the contemplated event has commenced, is in process, or has been terminated.

15. Surrender of Possession: Within the cleanup period referred to herein, Licensee shall surrender all Airport premises, or portions thereof, utilized in conjunction with the contemplated event, and shall cease and vacate Airport premises without delay.

16. Inspection by Licensor: The Licensor, through any of its members, agents, or other Airport staff, may enter any premises, including concessionaires' premises placed or allowed to be placed on Airport premises by the Licensee in conjunction with the Event, at any time for any purpose necessary or incidental to Airport operations for assurance of proper performance of this Agreement by Licensee.

17. Prohibition Against Assignment: Parties acknowledge this Agreement is personal to Licensee, which shall have no authority to assign, sublet, delegate, or any other way alienate this Agreement or its responsibilities or its benefits hereunder.

18. Signs - Advertising: No signs or other advertising matter or devices shall be used or displayed in or about Airport premises without the prior express approval of Licensor or Airport management. Any such signs, advertising, tickets, promotional devices, or the like, shall clearly and expressly designate Licensee as the promoter of the Event, and shall in no fashion indicate, imply nor suggest that the Licensor is the sponsor of or responsible for the Event.

19. Nondiscrimination Clause: In the Event Licensee engages in service to the public in its contemplated activity conducted on or from Airport, Licensee agrees and promises to furnish such services to the public on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided, that the Licensee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers of services. Licensee further promises and agrees that it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal law and regulations in providing such services. Licensee's breach of any promise or agreement contained in this paragraph shall constitute grounds of immediate termination of this Agreement; and, in addition thereto, the Licensor shall have the right to take such other remedial action as the United States Government may direct.

20. Non-liability of Licensor: In the event of termination of this Agreement by the Licensor pursuant to the provisions of Paragraph 14 or Paragraph 23 of this Agreement, neither the Licensor, its officers, directors, officials or employees shall be responsible for any damages, claims or actions ("Damages") either from the Licensee, its intended participants, observers, ticket holders, concessionaires, nor any other persons. Licensee agrees to hold harmless, defend and indemnify the Licensor, from such Damages provided that the Licensor gives the Licensee prompt and reasonable notice of, and shall not voluntarily accept responsibility for, such Damages.

21. Relationship of the Licensor and Licensee: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Licensee and the Licensor shall be deemed to create any relationship other than that of Licensee and the Licensor.

22. Notices and Contacts: All notices and demands required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, to the last address previously furnished by the parties hereto. Unless changed by the parties, in writing, notices shall be sent to the following addresses:

(LICENSOR)

Aircraft Owners and Pilots Association  
Chris Eads, Director -Outreach & Events  
421 Aviation Way  
Frederick, Maryland 21701

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Telephone contacts for the Event shall be as follows:

LICENSOR-

- FAA coordination: \_\_\_\_\_, (office) ( ) \_\_\_\_ - \_\_\_\_ , (cell) ( ) \_\_\_\_ - \_\_\_\_
- Airport operations: \_\_\_\_\_, (office) ( ) \_\_\_\_ - \_\_\_\_ , (cell) ( ) \_\_\_\_ - \_\_\_\_
- For airport facilities and maintenance issues: \_\_\_\_\_, (office) ( ) \_\_\_\_ - \_\_\_\_ , (cell) ( ) \_\_\_\_ - \_\_\_\_

LICENSEE:

- Event coordination: Chris Eads, Director of Outreach and Events, (301) 695-2183(office); (703) 999-4845 (cell)
- FAA coordination/airside operations, Toni Mensching, (office) (301) 695-2149, (cell) (662) 402-0713

(FBO):

- \_\_\_\_\_, (office) ( ) \_\_\_\_ - \_\_\_\_ , (cell) ( ) \_\_\_\_ - \_\_\_\_

23. Force Majeure. Neither party shall be responsible or liable for, or deemed in default for, any delay or failure of performance due to causes beyond its control, including but not limited to accidents, acts of God, labor disputes, acts of a government agency, interruptions or delays in transportation, fuel supplies or electrical power.

24. Integration, Venue and Attorney Fees: This Agreement contains the entire understanding of the parties. Any attempted modification or addition hereof shall be enforceable only if in writing and signed by the party to be charged. This Agreement shall be governed by the laws of the State of \_\_\_\_\_. In the event of litigation to enforce the rights and obligations hereunder, venue shall lie in \_\_\_\_\_ County, \_\_\_\_\_; and the prevailing party shall be entitled to its reasonable attorney fees in addition to court costs.

IN WITNESS HEREOF, the parties have fixed their signatures hereto the day and year first above written.

AIRCRAFT OWNERS AND PILOTS ASSOCIATION

\_\_\_\_\_  
Erica J. Saccoia  
Title: Senior VP, Finance and Accounting

(LICENSOR)

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_



REQUEST FOR PROPOSALS:  
2016-2018 AOPA REGIONAL  
FLY-IN LOCATIONS

Proposed Location:

**Yuba County Airport (MYV)**  
Olivehurst, California

Presented by:

Bidding Airport Manager:  
Mary A. Hansen, CM, CAE

FBO Fueler/Operator:

Dan Honeycutt, Owner  
Honeycutt Aviation

Airport Owner/Authority:

Yuba County Board of Supervisors  
Robert Bendorf, County Administrator

Proposal Point of Contact:  
Mary Hansen, 530/741-6248, [mhansen@syix.com](mailto:mhansen@syix.com)

## **Introductory Comments**

The Yuba County Airport, Honeycutt Aviation, and the Yuba County Board of Supervisors is pleased to present the following information for consideration of the Yuba County Airport (MYV), located in Olivehurst, California, as a site location for an AOPA Regional Fly-In in 2016, 2017, or 2018.

Included in this proposal is Resolution No. \_\_\_\_\_, "Resolution Authorizing the Airport Manager to Present a Proposal to the Aircraft Owner's & Pilots Association for Consideration of the Yuba County Airport as a Location for an AOPA Regional Fly-In in 2016, 2017, or 2018" adopted by the Yuba County Board of Supervisors on June 23, 2015.

Built in 1943 by the U.S. Government, the field was originally used by the Army Air Corps as a grounds air support base known as Alicia Army Air Field. It was here that one of the greatest aviators of all time, General Jimmy Doolittle, practiced with B-25s for his historic raid on Tokyo. The Yuba County Airport was licensed as an approved airport by the State of California on September 30, 1949. It is situated approximately 3 miles south of the city of Marysville, 1.5 miles west of State Highway 70 and 99; and 10 miles from Beale Air Force Base. A 30-minute drive to the state capitol and Interstates 5 and 80, Yuba County is strategically located in the north central part of California, 125 miles northeast of San Francisco and 125 miles west of Reno, Nevada.

The Yuba County Airport looks forward to hosting one of the AOPA Fly-Ins in an effort to continue to grow our pilot population, gain exposure for our aviation businesses and our local community opportunities, and provide the public, with a positive experience at the airport for our youth and families.

## **Host Airport Criteria**

### **Airfield/Airspace: Minimum and Special Criteria**

The Yuba County Airport is a regional general aviation facility located along the eastern side of the Sacramento Valley in north-central California. The airport serves not only Yuba and Sutter Counties, but also neighboring portions of Butte, Nevada, Placer, and Sacramento counties.

The airport has two runways: a 6,006-foot primary runway (14-32) oriented roughly north/south; and a 3,281-foot secondary runway (5-23) aligned approximately east/west. The primary runway offers complete precision instrument approach capabilities and can accommodate the largest corporate jet aircraft.

The Yuba County Airport airspace is complicated to a moderate degree by the proximity of Sutter County Airport to the west and Beale Air Force Base to the east. The Sutter County Airport traffic pattern is limited to the west side of that airport to reduce air traffic conflicts with Yuba County Airport. Neither Yuba nor Sutter County Airports have surrounding airspace that requires aircraft to operate under FAA air traffic control. Controlled Class C airspace for Beale AFB extends 10 nautical miles outward from that airport. The Class C airspace extends down only to 1,600 feet MSL, allowing aircraft to use both airports without air traffic control. Overlying Yuba County Airport is an extensive area of Class E airspace. (See Maps and Drawings, for location map, FAA Aeronautical Chart for the Yuba County Airport area)

Nearby airports interact with Yuba County Airport in terms of both airspace, and shared service areas. Sutter County Airport, mentioned above, is located just across the Feather River, 3 miles northwest, with a 3,045-foot runway

Within a 30-mile radius, Lincoln Regional Airport, 18 miles southwest, is most comparable, having the same length runway, precision approach capabilities, and similar services. Other airports within this radius include: Auburn Municipal, 28 miles southeast; Colusa County, 24 miles west; Nevada County, 30 miles east; Oroville Municipal, 27 miles north; and Rio Linda, 30 miles south. The nearest airline service airport is Sacramento International, 28 miles south.

The Yuba County Airport has participated and hosted over twenty (20) fly-ins, air shows, and safety seminars since 1993. The field can easily handle the 500-plus aircraft indicated as a need in the proposal by using a combination of paved surfaces, such as ramps, taxiways, and runways. Crosswind Runway 05/23 and Taxiway B can handle a large number of parked aircraft in addition to the infield areas. (See "Maps and Diagrams" showing an actual event at the airport, showing aircraft parking in the mid-fields and Crosswind 05/23; and automobile parking at the entry to the airport.

Services to pilots and aircraft are primarily provided by its main fixed-base operator, Honeycutt Aviation. Fuel (both 100L and Jet A), transient aircraft parking, aircraft rental, flight instruction, engine maintenance, and avionics repair are among the services available. Honeycutt is committed to handling the aircraft fuel service requirements of the event, including on-call airframe and aircraft powerplant maintenance services. Honeycutt Aviation has a 360-degree virtual tour of both the facility and hangar space at [www.honeycuttaviation.com](http://www.honeycuttaviation.com). Additional information and photos are included in the section on "Maps and Diagrams."

Three other FBOs offer more limited services including aircraft maintenance and helicopter services. Reach Air Medical is located on the field, providing 24-7 air ambulance services to the surrounding area.

Airport advisory information by UNICOM is provided by Honeycutt Aviation. The Airport has retained its Tower building facility after it closed operations in the 1980s and utilizes the facility during special events and visual observation activities of the Airport. The facility has been used annually for temporary tower operations in support of aerobatic airshow events until the FAA changed its policies. Since that time and proposed for the AOPA Fly-In would be to utilize the tower building for traffic advisory services. The Airport Manager will assist in coordinating an advisory service operation with an experienced operator that has provided this same service over the past two years in support of the Golden West Regional Fly-In and Airshow. The Airport has experienced aircraft parking volunteers that have worked closely with the advisory service operation and provided a safe and smooth atmosphere for the flying community.

The Yuba County Airport has ground/turf areas available for aircraft camping. There are also areas available for tent camping and RVs as shown in the section on "Maps and Diagrams." The Airport has provided camping opportunities throughout the years in support of the Golden West Regional Fly-In and Airshow in which many volunteers and event participants spent several days in the campground areas or camping under their wings.

#### Infrastructure, Venues, and Logistics

The Yuba County Airport has a number of large hangars that can be used for the main stage, dining, and education seminars, exhibits, forums, and other activities.

Honeycutt Aviation has an 8,400 square foot hangar that could accommodate the main stage activities.

In addition to the main stage proposed hangar, there are four (4) 3,000 sq ft corporate hangar facilities and (1) 6,080 sq ft corporate hangars available for use that typically have been used for workshops, seminars, food services, and exhibitors.

All of the facilities would be provided by the owner tenants at no cost to AOPA. The apron area is asphalt and can also be used for outdoor space with temporary event tenting.

The Yuba County Airport apron occupies about 9.3 acres. The minimum requirement of 90,000 square feet can easily be accommodated. The Airport Layout Plan and a sample event layout are included in the section on "Maps and Diagrams."

Automobile parking can be accomplished within a 10-acre open ground area at the main entrance of the airport. In addition, the Airport's public parking lot can handle 150 cars. The lot is close to the main apron of the Airport and could accommodate handicapped, VIP, or other special parking needs as part of the event layout. Additional open areas are available in adjoining fields as needed. The grass areas are typically dry from approximately April to December. The Airport maintenance personnel would be responsible for mowing down the areas needed for the event to accommodate the aircraft and automobile parking requirements. Examples of these areas are shown in the section on "Maps and Diagrams."

The Airport and its tenants and operators will work with the AOPA event committee as far as required use times and needs to accommodate event set-up, the event itself, and clean-up.

The Yuba County Airport has a food caterer on the field that would be willing to work with the committee for any food service needs. There is also a restaurant facility with an outdoor covered patio area that can be used at no cost to the event. The food caterer is an experienced BBQ event participant and would be interested in discussing your Friday evening event requirements.

### Community Participation

The Yuba County Airport is the home of the Golden West Aviation Association that has successfully presented an annual fly-in and/or airshow since 2002. In addition, local EAA Chapters and flying clubs from Sutter County, Auburn, Paradise, Lincoln, and Sacramento, have assisted in previous events at MYV and would be called upon to assist AOPA in the fly-in.

The Yuba County Airport Manager has personally been involved in the aviation events, fly-ins, and airshows at MYV since 1979.

The Airport Manager has been a member of the Aircraft Owners & Pilots Association since 2006 and also holds current memberships in the Experimental Aircraft Association, Southwest Council of Airshows, International Council of Airshows, holds executive memberships in the Southwest Chapter of the American Association of Airport Executive and a Certified Member of the American Association of Airport Executives, along with holding Board of Director positions in the Golden West Aviation Association, Association of California Airports, and the Northern California Aerospace Initiative.

Through the Northern California Aerospace Initiative, the Yuba County Airport is actively working with individuals from the local community college, Embry-Riddle Aeronautical University Beale Campus, Camptonville Academy, Regional Occupation Program, flight instructors, and interested pilots in developing an aviation training program to take the aviation student from the beginning, to the pilot license, to the commercial license encompassing both manned and unmanned aviation careers in agricultural support, passenger and cargo airlines, airport security, crash/fire rescue, food service, and other support industries required to fulfill the needs of the global aviation community.

The airport has utilized volunteers from the local Civil Air Patrol and community programs with its annual events and would approach the same groups for assistance with the AOPA event. If selected, the Airport, its staff, volunteers, tenants, and organizations would concentrate its efforts on the AOPA event and provide the same assistance to AOPA as it has to the local airport annual event.

#### **Financial Participation**

The Yuba County Airport would be willing to financially participate with AOPA in a similar manner as it has in supporting its annual event. This would include assistance with tables, chairs, water connections, generators, traffic cones, stanchions, barricades, two-way radios, and signage. WiFi services to the field would also be opened to allow for use by the event staff, participants, and visitors at no cost. The Yuba County Airport has a limited supply of tables and chairs in its inventory, but has local resources that could provide the items at no or little cost to the event. Depending on the particular needs of the event, this could also include assistance with fire and emergency medical services, law enforcement, and vehicle traffic control. Reach Air Medical is a 24-hour air ambulance that is located near the entry of the Yuba County Airport.

The Yuba County Airport and the Golden West Aviation Association have a number of local sponsors that assist with its annual event that could be considered to support the AOPA Fly-in event if that was desired by the committee.

#### **Legal, Insurance, and Use Agreements**

There are no permit requirements other than a Food/Event Permit from the County of Yuba to cover any event food areas, such as food booths, lunch areas, or pancake breakfast. AOPA would be responsible for securing a "blanket" permit that would cover the entire event with the assistance of the Airport Manager.

The Yuba County Airport would consider itself as a partner in hosting the AOPA event and, therefore, would not require any agreements or related cost for use of the field. However, the Airport would work with AOPA for approval of a standard Use Agreement as presented in the Request for Proposals for use of the Airport property and coordinate that approval with the Yuba County Board of Supervisors.

#### **Community Information**

The nearest hotel is the Comfort Suites, with 65 rooms. It is located approximately three miles from the airport and has been a major sponsor for the past 5 years for the airport's annual event providing discounted room rates. There are a number of other small hotels near the Airport and the city of Marysville. About 5 miles farther is the City of Yuba City, providing additional accommodations, such as the Bonanza Inn Magnuson Grand Hotel & Convention Center, 113 rooms; Hampton Inn & Suites, 88 rooms; and Best Western Yuba City Inn, 96 rooms, to name a

**REQUEST FOR PROPOSALS:  
2016, 2017, 2018 AOPA REGIONAL FLY-IN LOCATIONS**

**Proposed Location:** Yuba County Airport (MYV)  
Olivehurst, California

**Authorization & Signature Page:**

This proposal is being jointly presented and recommended by signature:

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Mary A. Hansen, CAE, CM  
Bidding Airport Manager, MYV

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Dan Honeycutt, Owner  
Honeycutt Aviation

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Vernon Roper, AOPA Support  
Network Volunteer, MYV

---

Joe Borzorelli, AOPA Support  
Network Volunteer, O52 (Sutter)

---

Les Sanders, President  
Northern California Aerospace Initiative

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Robert Bendorf  
County Administrative Officer  
County of Yuba

Dated: June 23, 2015

# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



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

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

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services *DM*

SUBJECT: APPROVE LEASE AND FUEL PERMIT WITH HONEYCUTT AVIATION FOR AIRCRAFT FUELING OPERATIONS AT THE YUBA COUNTY AIRPORT

### Recommendation:

It is recommended that the Board approve the subject "Lease and Fuel Permit" between the County of Yuba and Honeycutt Aviation.

### Background:

Dan Honeycutt, owner of Honeycutt Aviation, has provided the aircraft maintenance and repair services to the Airport for over 15 years, including providing fueling operations.

### Discussion:

This is a ground lease to accommodate two (2) 10,000 gallon above ground fuel tanks owned by Honeycutt Aviation to provide fuel operations on behalf of the Yuba County Airport. The current lease expired April 14, 2012. The time delay in approving a new lease was due to Honeycutt Aviation considering the purchase of the building that the business operates from and has continued to operate on a month-to-month basis during that time. Dan Honeycutt has determined it would be in the best interest of his business to continue to lease the facility rather than proceed through the government sale process. A 30-year term is provided in the new Lease and Fuel Permit to be consistent with the FBO Lease and Use Permit. The lease rate does not have an escalator. The flowage rates are determined by Board resolution and can be increased when rates are lower than industry standard. The current rates are consistent with other airports in the surrounding area.

### Committee Action:

This item was not considered by the Public Facilities Committee due to the routine nature of the request. The lease is based on similar leases that have been approved by the Board.

### Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The fueling operations provide the Airport with \$600 annual revenue for the ground use and approximately \$15,000 in fuel flowage fees.

**AIRPORT FIXED BASE OPERATOR  
LEASE AND FUEL PERMIT**

**THIS LEASE AND FUEL PERMIT**, made and entered into this \_\_\_\_ day of June, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as Lessor, and HONEYCUTT AVIATION," hereinafter referred to as Lessee, without regard to number or gender. Said "Lease and Fuel Permit" pertains only to the use of petroleum products, and does not diminish in any manner any rights granted HONEYCUTT AVIATION, under the Lease and Use Permit made and executed the \_\_\_\_ day of June, 2015, by and between the COUNTY OF YUBA and HONEYCUTT AVIATION, except as to any provisions contained therein relating to the use of petroleum products;

**WITNESSETH:**

**WHEREAS**, Lessor is the owner of Yuba County Airport, hereinafter referred to as Airport; and

**WHEREAS**, Lessee is engaged in the business of distributing and marketing aircraft petroleum products; and

**WHEREAS**, Lessor desires to demise and let, Lessee desires to obtain the rights and privileges of Lessor's airport facilities to distribute and market said petroleum products.



**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:

Approximately 1,650 square feet  
of area directly in front of the  
Airport Control Tower building

Attached to this Lease and Fuel Permit and marked Exhibit "A" is a description of the property 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:** Subject to earlier termination as hereinafter provided, the term of this Lease and Fuel Permit shall commence July 1, 2015, and terminate on June 30, 2045.

3. **OPTION TO EXTEND:** Lessee shall have Five (5), Five (5) year term options to renew by providing Lessor a minimum of six (6) months written notice of intention to exercise its option to extend the term. The rent during each option period shall be renegotiated.

4. **CONSIDERATION:** Lessee agrees to pay Lessor for the use of the premises, rights, licenses, services, and privileges granted hereunder the following fees:

A. Lessee hereby agrees to pay as rent for the said premises the sum of FIFTY AND NO/100 DOLLARS (\$50.00) per month payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United State 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.

B. The fuel-flowage charges are set forth by Resolution No. 1980-123, "Resolution of the Board of Supervisors of the County of Yuba for Granting of Permits Authorizing Delivery of Aviation Fuel at the Yuba County Airport and Payment of Fuel-Flow Charges on Fuel Delivered." Said charges may be changed during the term of this permit and shall not become effective until after 30 days written notice to Lessee of the adoption of the subject Resolution. The subject Resolution shall apply to all Yuba County Airport Aviation Fuel Delivery Permits and/or lease agreements and consist of the following:

1) Six Cents (\$.06) per gallon for each gallon of aviation gasoline or turbine fuel delivered by Lessee's fuel supplier to the Airport premises which is subsequently sold to dealers or aviation accounts of Lessee.

2) Four Cents (\$.04) per gallon for each gallon of jet fuel delivered by Lessee's fuel supplier to the Airport premises which is subsequently sold to dealers or aviation accounts of Lessee.

3) Lessee shall be allowed to calculate the fuel flowage fees at the time of sale rather than at the time of delivery as an exception to Resolution 1980-123.

C. Lessee shall be responsible for complying with all federal, state, and local above ground storage tank regulations and requirements for the permitted operations, including annual inspections, application permits and renewals to operate. Lessee shall prepare and maintain a Hazardous Materials Business Response (HMBR) Plan.

D. Lessee shall be responsible for complying with all EPA regulations concerning the financial responsibilities for above ground storage tanks, including any environmental damage created prior to Lessee related directly to the fuel tanks acquired by Lessee from prior owner of fuel tanks.

5. RECORDS. Lessee shall file a monthly report with the Airport Manager showing the total number of gallons of aviation and jet fuel delivered at or on the Airport during each calendar month and such report shall be accompanied with a payment to Lessor of a fuel-flow charge as specified in Section 3, Consideration. Said reports and payment of the fuel-flow charge shall be made on or before the fifteenth day of each month following the calendar month in which the aviation and jet fuel are delivered and shall be certified to be true and correct by the Lessee. Lessee hereby acknowledges the importance of keeping in an accurate manner such records and it is hereby agreed that the failure to keep such records shall be grounds for the immediate termination of this Lease and Fuel Permit by Lessor. The Airport Manager or designated employee shall have the right, during regular business hours, to inspect the records required to be kept by this paragraph. The Airport Manager shall have the right to request Lessee to provide, at no cost to Airport or Lessor, periodic audits showing gasoline, fuel, and oil delivered during the periods covered by such audits. Such audits shall be prepared, at Lessee's expense, by a Public Accountant or a Certified Public Accountant approved by the Auditor-Controller of the Lessor and reports of such audits shall be submitted to the Airport Manager in five (5) copies within thirty (30) days after receipt by Lessee of the audit request and shall have attached thereto the unqualified opinion of such accountant. In no event shall Airport Manager demand more than one audit within a twelve (12) month period.

6. USE.

A. The nonexclusive right to use Airport for the sale and distribution of aircraft petroleum products.

B. The nonexclusive right to maintain and operate on said premises mobile equipment for the proper dispensing of aircraft petroleum products to its customers.

C. The right of ingress and egress to and from the subject premises.

D. Lessee will not permit its fueling vehicles and equipment to be stored on the Airport apron or allowed to remain thereon beyond the time necessary to deliver aviation fuel to aircraft or fuel storage facilities at the Airport, except with permission of the Airport Manager.

7. CONTINUOUS OPERATION. During the term of this Lease and Fuel Permit, Lessee shall continuously and without interruption operate upon the leased premises during normal business hours as authorized herein, consistent with the convenience and needs of the general aviation market. If Lessee ceases or abandons Lessee's operation upon the leased premises without termination of the Lease under the terms herein, Lessor may deliver to the person designated to accept notices Lessor's intent to declare Lessee in default of this Lease and Fuel Permit under the provisions of Section 14. If after receiving notice, Lessee fails to formally terminate this Lease and Fuel Permit, or otherwise cure its abandonment of the premises, for a continuous period in excess of Ten (10) days, Lessee's abandonment shall constitute an event of default whereby Lessor may terminate this Lease and Fuel Permit. Lessor shall have the right to re-enter the premises, operate the concession, and retain all rents prepaid or paid up to the time of termination. This section shall not apply to temporary cessation or interruption of Lessee's operations caused by force majeure, acts of God, or acts of war or terrorism.

8. LIABILITY INSURANCE. Lessee agrees to defend, indemnify, and save Lessor harmless from any liability to persons or property resulting from, or arising out of Lessee's use or occupancy of the Airport; and further agrees to carry comprehensive general liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000.00) combined single limit as required by the County of Yuba Insurance Requirements for Lessees attached hereto as Exhibit B and made a part thereof.

Lessee shall furnish the Lessor with certificates of insurance and with original; endorsements affecting coverage required by said "Exhibit B." The certificates and endorsements are to be on forms provided by the Lessor and are to be received and approved by the Lessor. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time. Lessee shall also maintain, in full force and effect, Workers' Compensation Insurance in accordance with the laws of the State of California covering all employees used in performance of this Lease and Use Permit on Airport property.

9. INDEMNITY. Lessee shall indemnify and defend the Lessor and its officers, agents and employees against and hold Lessor harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by Lessor, whether for damage to or loss of property, or injury to or death of persons, including properties of Lessor and injury to or death of Lessor'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 Lessor.

10. COMPLIANCE. Lessee agrees to promptly and fully observe, obey and abide by all orders, ordinances, rules and regulations for the common and joint use of the Airport and for conduct of Lessee's activities on the Airport which are or may hereafter be imposed by the County's Board of Supervisors, the Federal Aviation Administration, the California State Division of Aeronautics or any other governmental agency having jurisdiction in the subject matter. Lessee shall also comply with instructions or directives of the Airport Manager in the use or occupancy of the Airport and Lessee's activities thereon. Lessee will not do or cause to be done anything that might interfere with the landing, taking off, taxiing, or operation of aircraft on or from the Airport, or otherwise constitute a hazard.

11. **NONDISCRIMINATION.** Lessee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, sex, or national origin or in any manner prohibited by Part 15 of the Federal Aviation Regulations, and Lessee hereby grants to Lessor the right to take such action as the United States may direct to enforce the foregoing covenant. Lessee further agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.

12. **TAXES.** Under this Lease and Use Permit, 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.

13. **ASSIGNMENT OR SUBLEASE.**

A. Lessee shall not transfer, sublease, assign or otherwise encumber all or any part of its rights or interests in or to the leased premises without Lessor's prior written consent. Any attempted transfer, sublease, assignment, or other attempt to encumber the property in violation of this section shall be wholly void and shall constitute an event of default under Section 14.

14. DEFAULT. In the event Lessee is in default in the payment on any amount due under the terms of this Lease and Fuel Permit 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 Fuel Permit 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.

15. NONEXCLUSIVE RIGHT. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give the other party pursuant to this agreement shall be in writing and either served personally or sent by registered postage. 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:

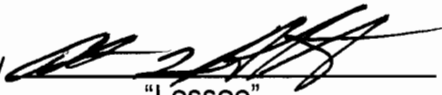
1489 Sky Harbor Drive  
Olivehurst, CA 95961

A copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

HONEYCUTT AVIATION

By   
"Lessee"  
Dan Honeycutt, Owner

COUNTY OF YUBA

By \_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of  
Supervisors

\_\_\_\_\_

REVIEW OF INSURANCE

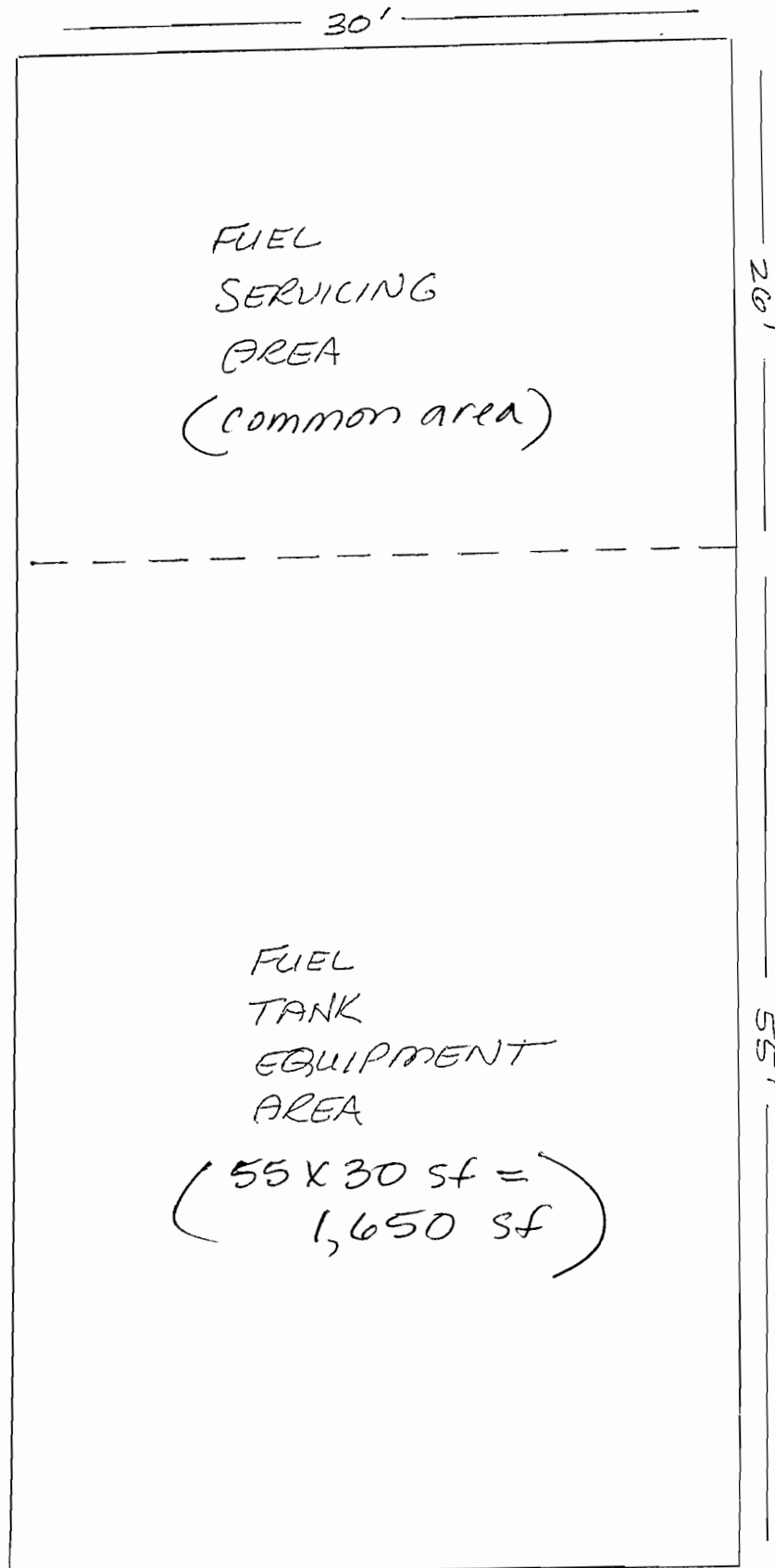
  
Risk Manager

APPROVED AS TO FORM:

  
County Counsel



EXHIBIT A



TOTAL  
AREA:  
2,430 SF

## **Exhibit B - Insurance Requirements**

LESSEE, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

### **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, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

### **Other Insurance Provisions:**

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

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The LESSEE's insurance coverage shall be **primary insurance** as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the County
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.

***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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the LESSEE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Verification of Coverage***

LESSEE shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County's Risk Manager. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Waiver of Subrogation***

LESSEE hereby grants to County a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the County by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

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

## EXHIBIT C

### FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director




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

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

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: APPROVE LEASE AND USE PERMIT WITH HONEYCUTT AVIATION FOR FIXED-BASE OPERATIONS AT THE YUBA COUNTY AIRPORT

### Recommendation:

It is recommended that the Board approve the subject "Lease and Use Permit" between the County of Yuba and Honeycutt Aviation

### Background:

Dan Honeycutt, owner of Honeycutt Aviation, has provided the aircraft maintenance and repair services to the Airport for over 15 years. Honeycutt Aviation is well respected by the airport tenants and has provided excellent service in addition to becoming the helicopter maintenance service facility for the Reach Air Medical emergency operations located on the Airport.

### Discussion:

The current lease expired April 14, 2012. The time delay in approving a new lease was due to Honeycutt Aviation considering the purchase of the building that the business operates from and has continued to operate on a month-to-month basis during that time. Dan Honeycutt has determined it would be in the best interest of his business to continue to lease the facility rather than proceed through the government sale process. A 30-year term is provided in the new lease to accommodate Honeycutt Aviation's renovation of the facility to include new hangar doors, windows, roof repairs, new heating and air ducting, electrical upgrades, and painting of the facility. Taking into account the amount of repairs needed, the lease rate was based on the current airport commercial ground lease rate of \$.07 cents per square foot and a building base rate of \$.02 cents per square foot. A \$.01 cent per square foot escalator for the building base rate is included every 5 years of the lease term.

### Committee Action:

This item was not considered by the Public Facilities Committee due to the routine nature of the request. The lease is based on similar leases that have been approved by the Board.

### Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The business operations provide the Airport with approximately \$13,100 annual revenue.

**AIRPORT FIXED BASE OPERATOR  
LEASE AND USE PERMIT**

**THIS LEASE AND USE PERMIT** made and entered into this \_\_\_\_\_ day of June, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and HONEYCUTT AVIATION, 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**, fixed-base operation services are essential to the proper accommodation of general and commercial aviation at the Airport; and

**WHEREAS**, Lessor desires to make such services available at the Airport, and Lessee is qualified, ready, willing, and able to provide such services; 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 Building Area 3  
consisting of:

1,670 sf office area  
470 sf canopy/patio area  
8,404 sf hangar building  
216 sf entry  
Containing approximately 10,760 square feet

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

2. TERM: The term of this Lease and Use Permit shall commence on the 1st day of July, 2015, and terminate on the 30th day of June, 2045 (the "Termination Date"), unless earlier terminated under the provisions of this Lease and Use Permit. Lessee shall have the first right to negotiate to obtain a new lease before this Lease and Use Permit has expired, provided Lessor elects to continue to lease the subject premises, exercisable upon at least ninety (90) days' notice to Lessor prior to the termination date. This Lease and Use Permit requires renegotiation at the end of the term.

3. CONSIDERATION:

A. Ground Base Rent. Lessee hereby agrees to pay as rent for said premises the sum of Seven Cents (\$.07) per square foot for the term.

B. Building Base Rent. Lessee hereby agrees to pay as rent for said premises the sum of Two Cents (\$.02) per square foot as the initial Building Base Rent.

C. Building Base Rent Adjustments. The initial Building Base Rent shall be increased according to the following schedule:

(1) The Building Base Rent shall increase to Three Cents (\$.03) per square foot for years 6 through 10 following the effective date;

(2) The Building Base Rent shall increase to Four Cents (\$.04) per square foot for years 11 through 15 following the effective date;

(3) The Building Base Rent shall increase to Five Cents (\$.05) per square foot for years 16 through 20 following the effective date;

(4) The Building Base Rent shall increase to Six Cents (\$.06) per square foot for years 21 through 25 following the effective date; and

(5) The Building Base Rent shall increase to Seven Cents (\$.07) per square foot for years 26 through 30 following the effective date.

D. Rent shall be payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the Term. Said Rent shall be paid in lawful money of the United State of American 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 prorate portion of the monthly installment.

E. Lessee shall pay to County a monthly Commercial Use Permit Fee as set by the Yuba County Board of Supervisors. The current rate is ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per month. The Commercial Use Permit Fee is adjusted annually with an effective date of July 1.

F. In addition to the aforesaid rental, Lessee agrees to pay to Lessor one-half ( $\frac{1}{2}$ ) of all tie-down fees received by Lessee and said payments shall be made by Lessee to Lessor on the 15<sup>th</sup> day of each and every month following the receipt by Lessee of such tie-down

fees. It is understood and agreed that the amount of the tie-down fees to be charged and collected by the Lessee are specified in the County Master Fee Ordinance adopted annually by the Yuba County Board of Supervisors. Lessee shall submit monthly a corrected listing of tie-down tenants to include name, address, telephone, aircraft type, aircraft number, and aircraft insurance carrier.

G. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Lessee at least thirty (30) days prior to the effective date of such change.

H. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess the interest as specified in the current County Master Fee Ordinance adopted by the Board of Supervisors.

I. Lessee shall pay Lessor all other fees and charges as billed by Lessor pursuant to any separate agreement between the parties for services not referred to herein.

4. LATE CHARGES AND RETURN CHECK CHARGE:

A. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease and Use Permit, the exact amount of which are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of rent or of a sum due from Lessee is not received by Lessor or postmarked within ten (10) days after said amount is due, then Lessee shall pay to Lessor a late charge as specified in the County Master Fee Ordinance adopted by the Board of Supervisors. A late charge shall be applied each month rent is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance

of late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

B. Lessee agrees to pay Lessor a special handling charge or late fee as specified in the County Master Fee Ordinance adopted by the Board of Supervisors for a check dishonored by the bank for any reason. This charge shall be added to and become part of Lessee's obligations hereunder, and shall be in addition to any charge for late payment provided for herein. Lessee agrees to pay Lessor immediately upon request any and all charges for dishonored checks.

5. OPERATIONS: Lessee shall at all times during the term of the Lease and Use Permit conduct, operate, and maintain for the benefit of the public, an aviation Fixed Base Operation for flight training, aircraft maintenance, and related aircraft services at the Airport, at least five (5) days per week, eight (8) hours per day, two hundred sixty (260) days per year, as follows:

A. Aircraft ground guidance within the uncontrolled areas adjacent to the Premises, and its ramp service, including into-plane delivery of aviation fuels, lubricants, and other related aviation products. As required by Yuba County Resolution No. 1980-123, a separate Lease and Fuel Permit for distributing and marketing aircraft petroleum products will be executed by Lessee.

B. Apron servicing of, and assistance to, aircraft, including itinerant parking, storage and tie-down service, for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

C. Provide specialized repair and maintenance of based and transient aircraft, corporate jet, helicopter, and other general aviation aircraft, Lessee agrees to maintain and

operate an aircraft maintenance center with appropriate required Federal Aviation Administration ratings. Lessee acknowledges that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing service on its own aircraft, with its own regular employees, including maintenance and repair services.

D. Customary accommodations for the convenience of users, including pilot lounge area, informational services, telephone service for communications with Flight Service Station and the United State Weather Bureau, and courtesy vehicle ground transportation to and from the Main Terminal Area. Customers may not access the premises via taxiways or runways excepting with aircraft.

E. Sales of engine parts and instruments and accessories as initiated by Lessee.

F. Flight training and instruction

6. ADDITIONAL SERVICES: In addition to the services required to be provided by Lessee pursuant to Paragraph 5 above, Lessee is authorized, but not required, to provide the following services and to engage in the following activities:

A. Special flight services, including aerial sightseeing, aerial advertising, and aerial photography.

B. The sale of new and used aircraft.

C. Aircraft rental.

D. Aircraft charter operations, conducted by Lessee or a subcontractor of Lessee.

E. Avionics sales and repairs.

F. Flight ground school

G. Corporate aircraft management

H. Specific aircraft prototype product development

I. Automobile rental

7. STANDARDS: In providing any of the required and/or authorized services or activities specified in this Lease and Use Permit, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

A. Lessee shall select and appoint a full-time manager of its operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the services to be provided under this Lease and Use Permit. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.

B. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized in this Lease and Use Permit.

C. Lessee shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Lessee, and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.

D. 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 its sole expense and cost, contest any tax, fee, or assessment.

E. 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 Use Permit 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, including any appropriate or applicable FAA certifications. Lessee shall furnish the Airport Manager a copy of such certifications, upon request.

F. 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.

G. 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 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.

8. **NONEXCLUSIVE RIGHT:** It is not the intent of this Lease and Use Permit to grant to Lessee the exclusive right to provide any or all of the services described in this article at

any time during the term of this Lease and Use Permit. Lessor reserves the right, as its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

A. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;

B. Any other operator or aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, or terms of conditions which are more favorable than those set forth in this Lease and Use Permit; and

C. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating permit agreement.

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 shall maintain all public and common or joint use areas of the premises, including the Air Operations Area, in good repair; and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the fixed-base operations.

C. 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 Fixed-Base Operations and flight instruction 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. Lessee shall have the nonexclusive right to the use in common with others of the runways and taxiways at the Airport, subject to the restrictions herein provided and to the rights of Lessor herein reserved. 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 and Use Permit, Lessee shall have the right, at its 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 and Use Permit.

12. INSURANCE: Lessee shall throughout the existence of this Lease and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of TWO MILLION DOLLARS (\$2,000,000.00) combined single limit as follows:

A. See Exhibit C attached hereto.

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

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

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

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

13. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability

for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. MAINTENANCE: The premises are leased "as is." 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 and Use Permit 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. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: The Americans With Disability Act of 1990 prohibits employers, business owners, and state and local governments from discriminating based on disability, and requires that accommodations be made for qualified disabled people.

16. ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Lessee shall make no alterations, additions, or improvements in or to the leased premises or the building 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 this Lease and Use Permit 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 ninety (90) days after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor. The parties may agree to another length of time in writing in which case, if the property is not removed by the time so established, said property shall belong to Lessor without payment of any consideration therefor.

C. 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.

D. 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.

E. 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.

F. 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.

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

17. TAXES: Under this Lease and Use Permit, 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.

18. 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.

19. TIE-DOWN SPACES: Lessee shall be entitled to six tie-down spaces to be designated by the Airport Manager.

20. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease and Use Permit 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 Use Permit, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate this Lease and Use Permit and renegotiate a new Lease and Use Permit with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent (100%) of his leasehold with the approval of the Airport Manager, but sublessees do not have the right to further sublease any of the property. 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 and Use Permit 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 and Use Permit upon thirty (30) days' notice to Lessee without further liability to Lessor and such assignment, transfer, or sublease shall be void.

21. CONTINUOUS OPERATION: During the term of this Lease and Use Permit, Lessee shall continuously and without interruption operate upon the leased premises during normal business hours as authorized herein, consistent with the convenience and needs of the general aviation market. If Lessee ceases or abandons Lessee's operation upon the leased premises without termination of the lease under the terms herein, Lessor may deliver to the person designated to accept notices Lessor's intent to declare Lessee in default of this Lease and Use Permit under the provisions of Section 22. If after receiving notice Lessee fails to formally terminate this Lease and Use Permit, or otherwise cure its abandonment of the premises, for a continuous period in excess of ninety (90) days, Lessee's abandonment shall constitute an event of default whereby Lessor may terminate this Lease and Use Permit. Lessor shall have the right to re-enter the premises and retain all rents prepaid or paid up to the time of termination. This section shall not apply to temporary cessation or interruption of Lessee's operations caused by force majeure, acts of God, or acts of war or terrorism.

22. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease and Use Permit 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.

23. 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.

24. 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 and Use Permit. If the damage is so severe as to interfere with Lessee's use and enjoyment to the extent that Lessee must temporarily vacate the premises and, in the event such restoration can be made within ninety (90) days, Lessor agrees the lease shall remain valid, provided further that during the period of non-occupancy by Lessee, the rent for said premises shall not be the responsibility or obligation of Lessee.

25. BREACH OR NONCOMPLIANCE: The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease and Use Permit 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.

26. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a part 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

reasonable 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.

27. 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 D, attached hereto and made a part hereof.

28. FINANCIAL REPORTS

A. Within ninety (90) days after the commencement of this Lease, Lessee shall by written notice advise Lessor of the closing date of Lessee's fiscal year and shall by written notice advise County of any change in such closing date. Within ninety (90) days after the close of the fiscal year, Lessee shall furnish Lessor annually a financial statement prepared in a manner approved by Lessor, verified and signed by Lessee. In all financial statements, Profit and Loss Statements, the Balance Sheets, the total gross receipts for the accounting year shall be classified according to the categories of business as set forth in the Lease and Use Permit and shall be prepared in accordance with good accounting practice and upon principles consistently applied. All information obtained by Lessor, its officers, agents and employees, required to be provided by Lessee by this paragraph, shall be treated as confidential except in any litigation or arbitration proceedings between Lessor or Lessee and except also that Lessor may divulge such information to a governmental agency, department or employee demanding the information.

B. Financial reports shall show financial health and ability to continue operations to County. Should there be a lack of evidence of financial health, County may terminate Lease and Use Permit after a good faith effort by Lessee to resolve the issue.

29. 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 and Use Permit 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:

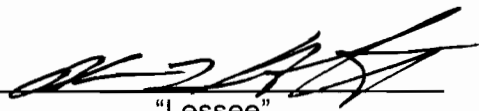
1489 Sky Harbor Dr.  
Olivehurst, CA 95961

A copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

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

HONEYCUTT AVIATION

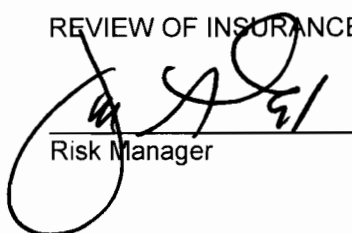
By   
"Lessee"  
Dan Honeycutt, Owner

COUNTY OF YUBA

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

REVIEW OF INSURANCE:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

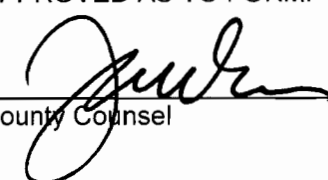
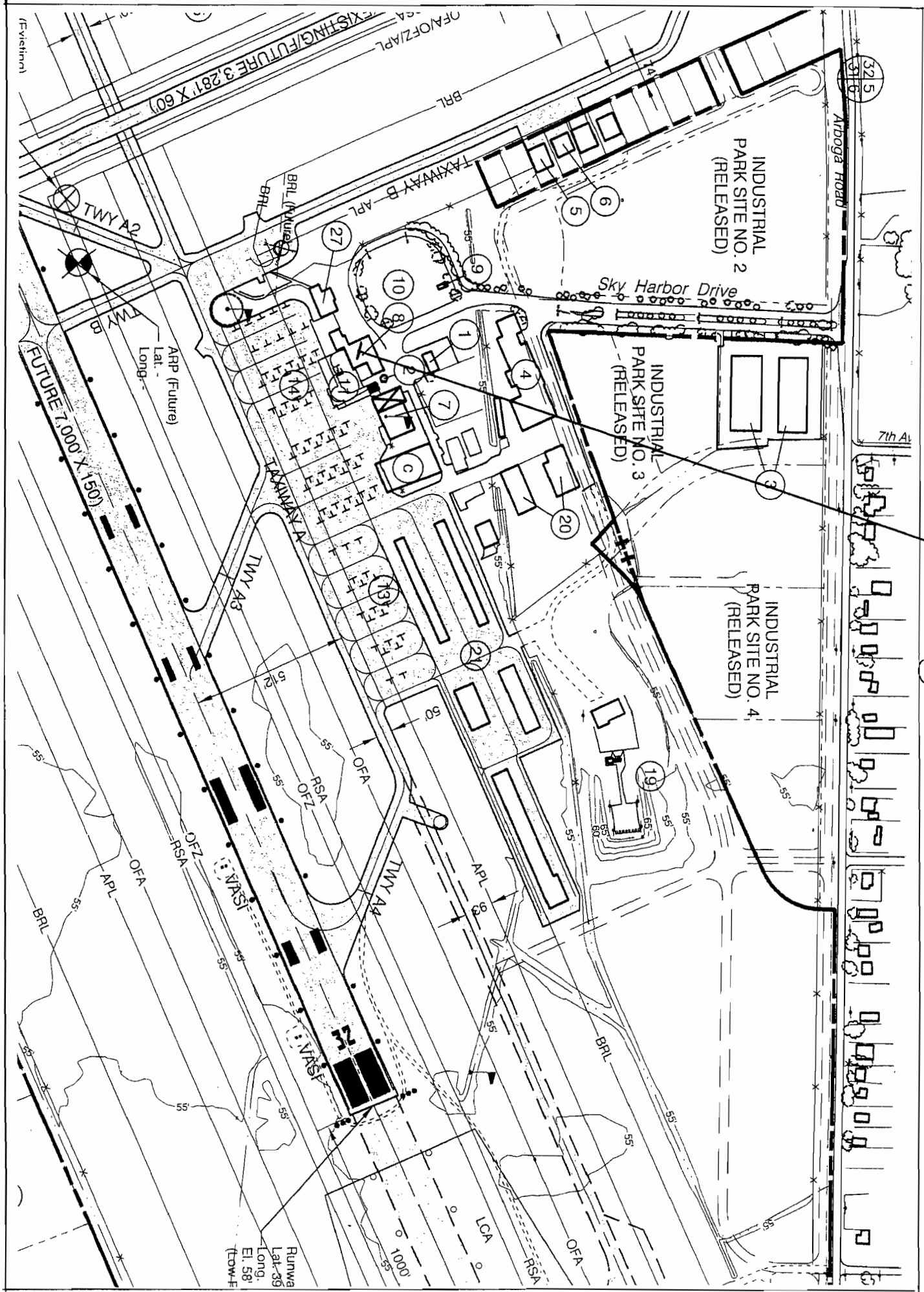
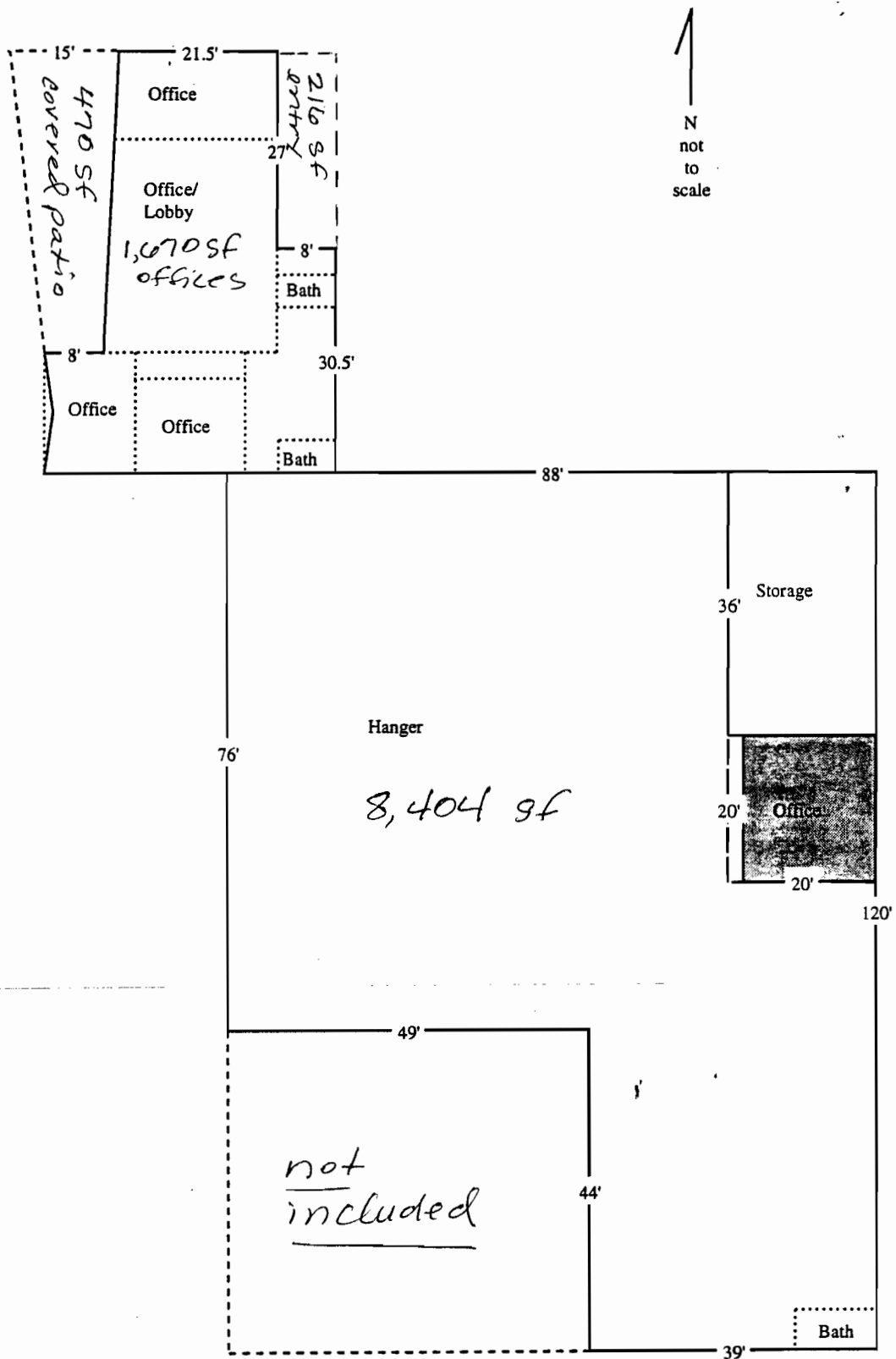
  
\_\_\_\_\_  
County Counsel

EXHIBIT A



Facility location

# EXHIBIT B



10,760 sf  
Total area

## IMPROVEMENT MAP

## **Exhibit C – Insurance Requirements**

LESSEE, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

### **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, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

### **Other Insurance Provisions:**

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

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The LESSEE's insurance coverage shall be **primary insurance** as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the County
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.

***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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the LESSEE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Verification of Coverage***

LESSEE shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County's Risk Manager. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Waiver of Subrogation***

LESSEE hereby grants to County a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the County by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

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

## EXHIBIT D

### FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# The County Of Yuba

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## OFFICE OF THE COUNTY COUNSEL

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915 8TH Street, Suite 111  
Marysville, California 95901  
(530)749-7565  
FAX (530)749-7513



ANGIL P. MORI 245-15  
COUNTY CO


JOHN R. VACEK  
CHIEF DEPUTY

JOHN C. WHIDDEN  
DEPUTY

BOBBIE ROSS TODD  
DEPUTY

ERIKA J. STEDMAN  
LEGAL SERVICES COORDINATOR

TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel 

DATE: June 23, 2015

SUBJECT: A Resolution Affirming the County's Commitment to Preventing the Commercial Sexual Exploitation of Children and Youth.

### Recommendation

The Board of Supervisors adopt a Resolution to Affirm the Commitment of the County of Yuba to Preventing Commercial Sexual Exploitation of Children (CSEC) in Our County and to Work Collaboratively with all County Partners to Identify, Protect, and Serve These Vulnerable Children and Youth.

### Background and Discussion

At the June 2, 2015, Board Meeting, during Board and Staff Members' Reports and Comments Supervisor Abe gave a brief overview of the Resolution to the Board of Supervisors that he wanted the Board to adopt. Supervisor Abe received a positive response from the Board for the Resolution.

Supervisor Abe requested that County Counsel prepare a Resolution to Affirm the County's Commitment to CSEC for presentation to the Board of Supervisor for adoption.

### Fiscal Impact

None

### Committee Action

None, as this Resolution was prepared at the direction of the Board

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

<b>A RESOLUTION AFFIRMING THE</b>	)	
<b>COUNTY OF YUBA'S COMMITMENT</b>	)	
<b>TO PREVENTING COMMERCIAL</b>	)	
<b>EXPLOITATION OF CHILDREN (CSEC)</b>	)	
<b>IN OUR COUNTY AND TO WORK</b>	)	<b>RESOLUTION NO.</b>
<b>COLLABORATIVELY WITH ALL</b>	)	
<b>COUNTY PARTNERS TO IDENTIFY,</b>	)	
<b>PROTECT, AND SERVE THESE VULNERABLE</b>	)	
<b>CHILDREN AND YOUTH IN THE STATE OF</b>	)	
<b>CALIFORNIA</b>	)	

**WHEREAS**, the Yuba County Board of Supervisors (Board of Supervisors) recognizes that the commercial sexual exploitation of children is a pressing national, state, and local issue, and

**WHEREAS**, the FBI estimates that 100,000 children in the United States are sold for sex each year, including child sex trafficking, child sex tourism, and child pornography, and

**WHEREAS**, three of the top 13 highest trafficking areas in the nation are located in California: San Francisco, Los Angeles, and the San Diego metropolitan areas, and

**WHEREAS**, county law enforcement, child welfare services, behavioral health, the courts, and community-based organizations report increasing numbers of exploited underage victims, and

**WHEREAS**, counties have led the effort to address the unique needs of CSEC youth, including working with law enforcement and the courts to divert suspected exploited children, and

**WHEREAS**, county law enforcement, child welfare services, behavioral health, the courts, and community-based organizations continue to grapple with identifying and assisting CSEC youth but have also made significant gains in meeting the unique needs of these traumatized children, and

**WHEREAS**, the need for intensive services tailored to minors who have been ensnared in the illegal sex trafficking trade remains critical,

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors affirms the county's commitment to developing and supporting strategies to prevent, reduce, and serve the victims of commercial sexual exploitation of children and work to eliminate sex trafficking in California.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AYES:

NOES:

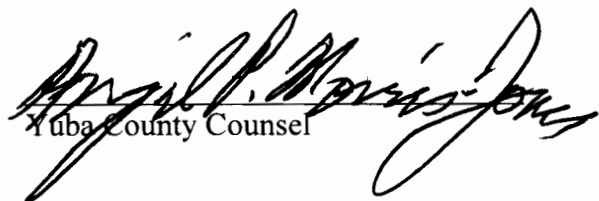
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairperson  
Yuba County Board of Supervisors

Attest: Donna Stottlemeyer  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Approved as to Form

  
Yuba County Counsel

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** **Fish and Game Advisory Commission – District Three Representative**  
**Date:** June 23, 2015

## **Recommendation**

Appoint Samatha Townsend to the Yuba County Fish and Game Advisory Commission as the District Three representative with a term ending December 31, 2016.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is a unscheduled vacancy due to resignation of Mr. Larry Flynn. One application has been received from Ms. Townsend and is attached for your review. Supervisor Griego recommends appointment.

In light of the expressed interest, it would be appropriate to appoint one individual.

## **Fiscal Impact**

None. Committee service is voluntary.

## **Committee Action**

None.

attachments

# The County of Yuba

RECEIVED

JUN 10 2015



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

**BOARD/COMMISSION/COMMITTEE**

ON WHICH YOU WOULD LIKE TO SERVE: Fish & Game Commission District 3 SEAT

APPLICANT NAME:

Samantha Townsend

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

[REDACTED] Olivehurst, CA 95961

PHYSICAL ADDRESS  
(Street, City, Zip):

- Same as above -

TELEPHONE:

HOME

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:

O'Reilly Auto Parts.

SUPERVISOR/ DISTRICT

NUMBER:

Supervisor Griego

District 3

REASONS YOU WISH TO

SERVE ON THIS BODY:

I enjoy fishing, hunting, outdoors and  
I want to help contribute to our community.

QUALIFICATIONS:

① class away from AA in Law enforcement  
gun safety class. Used to help dad w/ pheasant  
hunts.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

none.

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

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

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

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

[Signature]

DATE

June 10, 2015

**THIS SECTION FOR OFFICE USE ONLY**

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

6-10-15 Rev 07/12 Copy to Dist. 3 Supervisor/inf

# *The County of Yuba*

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



### MAY 12, 2015 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:50 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 Ranch Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

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

County Counsel Angil Morris-Jones pulled item A from closed session, and requested an item be added as a matter of business that arose after the agenda was posted as item IX. B. Pending litigation – Two Claims.

MOTION: Move to approve                      MOVED: John Nicoletti                      SECOND: Andy Vasquez

AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None    ABSENT: None    ABSTAIN: None

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                      MOVED: John Nicoletti                      SECOND: Randy Fletcher

AYES: John Nicoletti, Randy Fletcher, Andy Vasquez, Mary Jane Griego, Roger Abe

NOES: None    ABSENT: None    ABSTAIN: None

A. Child Care Planning Council of Yuba and Sutter Counties

1. (198-15) Approve Local Planning Council county priorities report for general child care and development programs and state preschool programs and authorize the Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (199-15) Approve meeting minutes of April 28, 2015. Approved.

C. Community Development and Services

1. (200-15) Approve plans, specifications, and estimate, and authorize advertisement of bids for Ellis Road Rail Crossing Reconstruction, Ellis Road at Union Pacific Railroad pending CalTrans/California Public Utilities Commission and County Counsel approval. Approved.

D. Human Resources and Organizational Services

1. (201-15) Adopt resolution approving resolution of intention to approve amendment to California Public Employees Retirement System contract to include cost sharing provisions for YCEA and non-represented units and authorize Chair to execute. Adopted Resolution No. 2015-46, which is on file in Yuba County Resolution Book No. 46.

E. Sheriff-Coroner

1. (202-15) Approve agreement with Yuba County Water Agency for law enforcement services for the limited term May 15, 2015 through September 15, 2015. Approved.

IV. SPECIAL PRESENTATION

- A. (207-15) Present proclamation honoring Salvation Army Week, May 11 through 17, 2015. (No background material) (Five minute estimate) Presented proclamation to Salvation Army Captain Tom Stambaugh.

Captain Stambaugh commended the Board for recognition of Salvation Army week and invited all to attend the 5<sup>th</sup> Annual Progressive Dinner May 12, 2015 at 5:30 p.m.

V. PUBLIC COMMUNICATIONS:

Mr. Eduardo Madera, Oregon House - current drought conditions

VI. COUNTY DEPARTMENTS

A. Auditor-Controller

1. (203-15) Receive County Financial Statements and Independent Audit Report for Fiscal Year 2013-2014. (Fifteen minute estimate) Auditor Richard Eberle provided a brief recap and introduced Gallina Manager Rich Gonzales.

Mr. Gonzalez recapped opinion letter, audit, and responded to Board inquiries.

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

B. Community Development and Services

1. (204-15) Adopt resolution designating Dairy Road at Oakley Lane as an all-way stop intersection. (Ten minute estimate) Director Mike Lee recapped hazards and complaints received at this location and responded to Board inquiries.

The following individual spoke: Mr. Ernie Thompson, Oakley Lane

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



By roll call vote, adopted Resolution No. 2015-47, which is on file in Yuba County Resolution Book No. 46.

C. County Administrator

1. (205-15) Approve agreement with Gallina, LLP for County independent audit for Fiscal Years ending June 30, 2015, June 30, 2016, and June 30, 2017 and authorize Chair to execute. (Ten minute estimate) County Administrator Robert Bendorf recapped agreement with Gallina, the process for selection and recommendation, and responded to Board inquiries.

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

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

- A. (181-15) Ordinance - Hold public hearing, waive reading and adopt ordinance replacing in entirety Section 2.81.070 of the Yuba County Ordinance Code relating to payments and withdrawals from the Liability Intergovernmental Service Fund. (Continued from April 21 and 28, 2015. Second Reading) (Roll Call Vote) (Ten minute estimate) County Counsel Angil Morris - Jones recapped ordinance and responded to Board inquiries.

Chair Griego opened the public hearing. No one came forward.

Chair Griego closed the public hearing.

MOTION: Move to waive reading and adopt    MOVED: Andy Vasquez    SECOND: Randy Fletcher  
AYES: Andy Vasquez, Randy Fletcher, John Nicoletti, Mary Jane Griego, Roger Abe  
NOES: None    ABSENT: None    ABSTAIN: None

By roll call vote, adopted Ordinance No. 1543, which is on file in Yuba County Ordinance Book No. 24.

VIII. BOARD AND STAFF MEMBERS' REPORTS.

Supervisor Nicoletti:

- Memorial Adjournments - Mr. Julian Sanchez, Mr. Norman Smith, Mr. Roland Iverson, and Mr. Mark Patterson
- Wheatland High School Track meet Thursday, May 14 from 12 to 4 p.m.
- ACWA Conference May 6 and 7, 2015

Supervisor Abe:

- ACWA Conference May 6 and 7, 2015
- LAFCO meeting held May 6, 2015
- OPUD County Liaison meeting held May 8, 2015
- Sierra Sacramento Valley EMS Meeting May 8, 2015
- Wheatland Pet Parade Saturday, May 16, 2015

Supervisor Fletcher: ACWA Conference May 6 and 7, 2015

Supervisor Griego:

- LAFCO meeting held May 6, 2015
- CalLAFCO Board of Directors meeting held May 8, 2015
- Memorial Adjournment – Mr. Robert “Cadillac Bob” Martin
- Kiwanis Fishing Derby at Ellis Lake Saturday, May 16, 2015
- Linda Lions Club Car Show Saturday, May 16, 2015
- SoYouCan Annual Yard Sale Saturday, May 16, 2015
- Wine and Dine Under the Stars Saturday, May 16, 2015

County Counsel Angil Morris Jones: Out of town May 15 - 20, 2015

County Administrator Robert Bendorf

- Out of town May 12 - 18, 2015
- Budget process is moving forward
- Juvenile Hall JPA update
- Marysville Liaison meeting Bikeway Master Plan
- Received Board consensus for Supervisors Nicoletti and Griego to attend Bi County meetings relating to potential Recology Franchise agreement extensions

IX. CLOSED SESSION The Board retired into closed session at 10:56 a.m. and returned at 11:12 a.m. with all members present as indicated above.

A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/County of Yuba Negotiating Parties: Abel and Vacek Pulled by County Counsel from agenda

B. Pending litigation pursuant to Government Code §54956.9(e)(1) - Two Claims By unanimous vote the Board took action

X. ADJOURN: 11:12 a.m. in memory of Mr. Julian Sanchez, Mr. Norman Smith, Mr. Roland Iverson, Mr. Mark Patterson and Mr. Robert “Cadillac Bob” Martin.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

# *The County of Yuba*

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



*MAY 19, 2015 – 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 Ranch Fletcher. Also present were County Administrator Robert Bendorf, Deputy County Counsel John Vacek, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – 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                      MOVED: Andy Vasquez                      SECOND: John Nicoletti  
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
NOES: None    ABSENT: None    ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (208-15) Approve minutes of May 5, 2015 meeting. Approved as amended.

B. Clerk-Recorder/Elections

1. (209-15) Adopt resolution authorizing County Clerk-Recorder-Registrar of Voters to enter into agreement with California Secretary of State for HAVA elections assistance for individuals with disabilities Section 261 Program and authorizing Clerk-Recorder-Registrar of Voters to execute documents as required by the grant and any pertinent documents related to this program including acceptance of funds. Adopted Resolution No. 2015-48, which is on file in Yuba County Resolution Book No. 46.

C. Community Development and Services

1. (210-15) Approve Floodplain Development Variance for agricultural building at 8700 State Highway 70, APN 005-180-041. Principal Engineer Dan Peterson advised the applicant increased square footage to 13,300 square feet, however change does not impact findings.

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

2. (211-15) Approve Post-Construction Standards Plan guidance document on storm water post-construction design measures for developers and plan checkers. Approved.

D. Public Guardian

1. (212-15) Approve appropriation of funding in the amount of \$350 to professional services to offset bank fees. Approved.

E. Sheriff-Coroner

1. (213-15) Approve appropriation of funding in the amount of \$24,000 from California Department of Boating and Waterways for purchase of two jet skis and trailer for Sheriff's Boat Patrol. Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Herman VonBorstel, Linda, ongoing drought in Yuba County, and Yuba County Water Agency.

V. COUNTY DEPARTMENTS

A. Human Resources and Organizational Services

1. (214-15) Approve implementing AB 1522 - Healthy Workplaces Healthy Families Act of 2014, using the accrual method for paid sick leave for Extra Help and Reserve employees. (Ten minute estimate) Director Jill Abel recapped method for sick leave accrual and responded to Board inquiries.

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

B. Health and Human Services

1. (217-15) Approve extension of Memorandum of Understanding with Sutter County for Health Officer for the period of March 1, 2015 through July 12, 2015. (Ten minute estimate) Director Jennifer Vasquez provided a brief recap and responded to Board inquiries.

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

VI. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (215-15) Letter from Marcus Gee opposing a change in zoning for property located at 5828 Rupert Avenue, Marysville, CA. Received.

Supervisor Vasquez commended Community Development and Services Director Kevin Mallen for department's quick response regarding change of zoning requests.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Vasquez:

- Senate bill regarding red-light cameras
- Trauma Intervention Program

Supervisor Nicoletti:

- Kiwanis Fishing Derby May 16, 2015
- Linda Lions car show May 16, 2015
- Paragon Academy \$31,000 grant received for outdoor exercise equipment
- Linda/County Liaison meeting May 13, 2015
- Peach Tree Health Care Board of Directors meeting
- Out of town through Friday, May 29, 2015
- Memorial Adjournment - Ms. Anna O'Neill

Supervisor Abe:

- Peace Officers Memorial event May 14, 2015
- Economic Advisory Committee meeting May 15, 2015
- Wheatland Pet Parade May 16, 2015
- Bishops Grog and Grub May 16, 2015
- Wine and Dine Under the Stars May 16, 2015

Supervisor Fletcher:

- Salvation Army tour of operations May 12, 2015
- United Way annual awards ceremony May 13, 2015
- Peace Officers Memorial event May 14, 2015
- CSAC meeting May 14, 2015
- Economic Advisory Committee meeting May 15, 2015

Supervisor Griego:

- Wine and Dine Under the Stars May 16, 2015
- South County Economic Improvement meeting 6:00 p.m., May 21, 2015 at Dukes Diner
- Annual Duke Griego Golf Tournament May 30, 2015

Community Development and Services Director Kevin Mallen:

- Planning Commission Development Code meeting May 20, 2015 at 6:00 p.m.
- Magnolia Ranch Workshop June 4, 2015, at 2:00 p.m.

VIII. CLOSED SESSION The Board retired into closed session at 9:53 a.m. and returned at 10:06 a.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Powers vs. County of Yuba No action
- B. Pending litigation pursuant to Government Code §54956.9(d)(1) - Tomb vs. Yuba County Probation Department No action

C. Pending litigation pursuant to Government Code §54956.9(e)(3) - Two Claims: Taylor and Vanderploeg No action

IX. ADJOURN 10:06 a.m. in memory of Ms. Anna O'Neill.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

# *The County of Yuba*

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



JUNE 2, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at .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 Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - 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    MOVED: John Nicoletti    SECOND: Andy Vasquez  
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Randy Fletcher  
NOES: None    ABSENT: None    ABSTAIN: None

### A. Administrative Services

1. (218-15) Declare seven Sheriff vehicles as surplus property and authorize Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060 and county policies. Approved.
2. (219-15) Adopt resolution authorizing County Administrator to file an application with Federal Aviation Administration on behalf of Airport for grant under the Airport Improvement Program in the amount \$160,000. Adopted Resolution No. 49, which is on file in Yuba County Resolution Book No. 46.
3. (220-15) Authorize appropriations in the total amount of \$3,000 related to Fund 103 to adjust expenditure line items anticipated through June 30, 2015. Approved.

### B. Auditor-Controller

1. (221-15) Authorize budget transfer from Account No. 101-0400-412-0101 (Salaries) in the total amount of \$11,650 to Account No. 101-0400-412-2300 (Professional Services) to cover services related to Governmental Accounting Standards Board reporting and acquisition of financial reporting software. Approved.

### C. Board of Supervisors

1. (229-15) Accept letter of resignation from At-large Director Jerry Crippen, Three Rivers Levee Improvement Authority, who will continue to serve, pursuant to letter of resignation, until appointment of replacement. Approved.

D. Community Development and Services

1. (222-15) Approve Amendment No. 1 with Quincy Engineering Inc. for Spring Valley Road Bridge Replacement project and authorize Chair to execute. Approved.

E. County Administrator

1. (223-15) Receive summary of a cost analysis of Public Defender contract services, do not renew the 2nd Conflict Public Defender and 1st Conflict Juvenile 602 contracts, approve three-year contract with Mr. Carl Lindmark for Juvenile 602 services, and authorize Chair to execute. (Finance and Administration Committee recommends approval) Approved.

F. Emergency Services

1. (224-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 50, which is on file in Yuba County Resolution Book No. 46.

G. Human Resources and Organizational Services

1. (225-15) Adopt resolution amending Classification System-Basic Salary Schedule as it relates to the Support Services Supervisor position, effective June 1, 2015. Adopted Resolution No. 51, which is on file in Yuba County Resolution Book No. 46.

H. Treasurer-Tax Collector

1. (226-15) Approve transfer of unclaimed monies in the total amount of \$3,323.70 to the County General Fund per Government Code §50055. Approved.

I. Sheriff-Coroner

1. (227-15) Approve agreement with U.S. Forest Service to provide law enforcement services to fight controlled substances on U.S. Forestland, and authorize Chair to execute. Approved.
2. (228-15) Approve cooperative agreement with U. S. Forest Service to provide campground patrols of U.S. forestland, and authorize Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (230-15) Receive presentation from Regional Housing Authority of Sutter and Nevada Counties on transition, and update on Section 8 program. (No background material) (Ten minute estimate) Interim Executive Director Gustavo Becerra provided a recap on status of joint powers amendment approval. Director of Occupancy Jeni Bobadilla recapped applicants for housing vouchers and overall participation within authority. Mr. Becerra and Ms. Bobadilla responded to Board inquiries.
- B. (231-15) Receive presentation from Committee for Safe Patient Access to Regulated Cannabis regarding draft proposed ballot initiative relating to opening a medical cannabis dispensary. (Fifteen minute estimate) (Mr. Mickey Martin, CRCP Community Liaison) Mr. Martin recapped benefits of regulated cannabis and proposed ordinance. Mr. Jeff Martin, industry union representative, recapped representation of cannabis workers.

V. PUBLIC COMMUNICATIONS



The following individuals spoke:

- Mr. Buck Weckman, Sheriff Department funding
- Ms. Kathie Thelan, Sheriff Department funding
- Mr. Charles Boutt, safety of Fifth Street Bridge and dispensaries
- Mr. Brook Hilton, opposed dispensary ordinance
- Ms. Maryanne Spencer, dispensaries

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. (232-15) Adopt resolution divesting maintenance of fire suppression pond as a provided service in County Service Area 59. (Land Use and Public Works Committee recommends approval) (Five minute estimate) Public Works Director Mike Lee recapped service area, assessments rates, condition of pond, and request to divest. Mr. Lee responded to inquiries.

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

Adopted Resolution No. 52, which is on file in Yuba County Resolution Book No. 46.

B. Board of Supervisors

1. (233-15) Appoint one additional Board member to Regional Housing Authority of Sutter and Nevada Counties Board of Directors. (No background material)

MOTION: Move to appoint Supervisor Roger Abe  
MOVED: Andy Vasquez    SECOND: John Nicoletti  
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
NOES: None   ABSENT: None   ABSTAIN: None

VII. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (234-15) Notice of May 21, 2015 meeting from Wildlife Conservation Board which includes Daugherty Hill Wildlife area, Expansion 14, Yuba County. Received.
- B. (235-15) Notice from South Sutter Water District information request for Relicensing Pre-Application Document regarding Camp Far West Hydroelectric project FERC Project No, 2997. Received.
- C. (238-15) Letter from Auditor Controller enclosing independent audit for Linda Fire Protection District dated June 30, 2014. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Nicoletti:

- Concerns regarding lack of business license requirement within Yuba County and a Linda tax service business regarding licensing for fingerprinting services
- Rejection of on-site sale liquor license application for business on Hammonton Smartsville Road
- Chamber of Commerce Government Affairs Committee meeting June 2, 2015
- Received consensus for expansion of Three Rivers Levee Improvement Authority at-large representative territory

Supervisor Abe:

- CSAC Legislative Conference May 27 - 28, 2015
- Resolution supporting prevention of exploitation of children
- North Central Counties Consortium Sling Shot meeting May 29, 2015

Supervisor Fletcher:

- Ad Hoc Committee Lower Yuba River various meeting
- Planning Commission meeting June 20, 2015
- Yuba Sutter Transit Authority meeting June 21, 2015
- Flying U Rodeo Memorial Day Weekend
- Tour of Woodleaf June 2, 2015
- Memorial Adjournment - Mr. Anthony "Tony" Luis Sr.

Supervisor Griego:

- Received consensus to execute letters regarding certain legislative bills
- Lindhurst High School Awards Banquet
- Duke Griego Memorial Golf Tournament
- South County Committee meeting
- Feather River Air Quality Management District meeting June 1, 2015

Legislative Coordinator Russ Brown:

- Received consensus for Chair to execute letter Foster Care Family Program funding
- Naturalization Swearing in Ceremony 9:30 a.m., June 26, 2015, Board Chambers

County Administrator:

- Proposed Fiscal Year 2015-2016 Budget approval scheduled June 23, 2015
- Regional Waste Management rate adjustment contract
- Magnolia Ranch Specific Plan Draft Environmental Impact Report public hearing June 16, 2015, 11:00 a.m., Board Chambers

IX. CLOSED SESSION: The Board retired into closed session at 7:40 p.m. and returned at 8:00 p.m. with all present as indicated above.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/County of Yuba Negotiating Parties: Abel By unanimous vote direction provided

County Administrator Robert Bendorf joined closed session at 7:55 p.m. following personnel discussions.

- B. Pending litigations pursuant to Government Code §54956.9(d)(1) - Powers vs. County of Yuba and Khan vs. County of Yuba No report.

X. ADJOURN: 8:01 p.m. in memory of Mr. Anthony "Tony" Luis Sr.

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Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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Approved: \_\_\_\_\_

# *The County of Yuba*

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



## JUNE 4, 2015 WORKSHOP

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 2:00 p.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 Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

- A. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.
- B. (237-15) Receive update on Development Code and Zoning Map, Planning Commission hearing, and provide staff direction as appropriate.

Director Kevin Mallen and Planning Director Wendy Hartman provided a PowerPoint presentation recapping the following and responded to Board inquiries:

- Development Code - All About Balance
- Euclidean/Permissive Zoning Ordinance - use not listed, not allowed
- Creating flexibility
- Interpretations
- Planning Commission hearing outstanding items
- Chickens in Plumas Lake Specific Plan - Allow on 1+ acre, allowances for 4-H or FFA projects on any size parcel with permit
- Changes to Agricultural Industrial
- Changes to Extractive District - Allow for General Industrial and Intensive Industrial use within
- Incidental Hunting and Fishing - Allow in Rural Residential and Rural Commercial
- Temporary Agricultural and Employee Housing
- Communication Facilities
- Wineries and Tasting Rooms
- Bed and Breakfast Regulations
- Timber Production Zone: Resident
- Cluster Development
- Zoning Map Changes

Public Comments:

- Ms. Kimberly Huangfu, Western Aggregates
- Mr. Christian Younts, H2M Hill
- Ms. Jane Rivar
- Mr. Michael Paul

C. ADJOURN: 4:24 p.m.

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Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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Approved: \_\_\_\_\_

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# *The County of Yuba*

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## **Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Child Care Planning Council – Consumer Representative  
**Date:** June 23, 2015

### **Recommendation**

Appoint Paul Tupaz to the Child Care Planning Council of Yuba and Sutter Counties as the Consumer representative for a term ending September 30, 2016.

### **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is a scheduled vacancy that has been vacant since September 30, 2013. One application for appointment has been received from Mr. Paul Tupaz and is attached along with a recommendation from the Council.

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

### **Fiscal Impact**

None due to appointment.

### **Committee Action**

Brought directly to the Board for consideration.



**Child Care  
Planning Council**  
of yuba and sutter counties

1104 E Street  
Marysville, CA 95901  
Phone: (530) 749-4040  
Fax: (530) 749-3279

# Memorandum

**Date:** May 27, 2015

**To:** Yuba County Board of Supervisors

**From:** Tonya K. Byers, Coordinator  
Child Care Planning Council of Yuba & Sutter Counties

**RE:** Appointment to the Child Care Planning Council

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**RECOMMENDATION:** The Council is recommending that the Board of Supervisors consider the appointing Paul Tupaz to the Parent Consumer position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2016

**BACKGROUND:** The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

**DISCUSSION:** The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

**COMMITTEE ACTION:** No committee has reviewed the request.

**FISCAL IMPACT:** None





# Child Care Planning Council

## CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name PAUL TUPAZ  
Home Address [REDACTED] City Plumas Lake Zip 95961  
Agency Inter-Tribal Council of CA Title Victim Services Manager  
Business Address [REDACTED] City Sacramento Zip 95825  
Day Phone [REDACTED] Fax [REDACTED] E-Mail helahe@sbcglobal.net

### A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.



#### 1. Consumer of Child Care Services-using child care or have used it within the past 36 months.

Are you currently receiving child care? ☒ Yes ☐ No Date last used it: Current

Name of Provider Little Pearl FCL City Plumas Lake



#### 2. Child Care Provider-please check the type of care you provide:

☐ a) Licensed family child care provider (# of children licensed for \_\_\_\_\_)

☐ b) Licensed & publicly funded child care center (# of children licensed for \_\_\_\_\_)

Center Name \_\_\_\_\_ City \_\_\_\_\_

☐ c) Licensed, private for profit, or private non profit child care center (# of children \_\_\_\_\_)

Center Name \_\_\_\_\_ City \_\_\_\_\_

☐ d) License exempt child care provider (# of children licensed for \_\_\_\_\_)

Program Name if applicable \_\_\_\_\_



#### 3. Community Representative-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization \_\_\_\_\_

Location of Agency \_\_\_\_\_ Service Area \_\_\_\_\_



#### 4. Public Agency Representative-including city, county, and local education agencies.

Agency \_\_\_\_\_ City \_\_\_\_\_



#### 5. Discretionary Category-Please describe

\_\_\_\_\_

**B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION**

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☐ White (includes Indo-European, Pakistani, East Indian)
- ☐ Black (includes African, Jamaican, Trinidadian, and West Indian)
- ☒ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)
- ☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)
- ☒ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
- ☒ Filipino (includes only Filipino)
- ☐ Other \_\_\_\_\_

- C. MEMBERSHIP RESPONSIBILITIES** – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

- ☒ Yes ☐ No

- D. INVOLVEMENT**–Please describe related organizations with which you are currently involved.

Inter-Tribal Council of CA - Agency Administer Statewide (Certain Tribes)  
Child CARE subsidy program. Also involved in DSS at State level

- E. APPLICANT INTERESTS** – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

Cultural Competency, Victim Services, 11 years work for HS/CH/MSH agency.

Have you ever been convicted of a felony? ☐ Yes ☒ No  
(A felony conviction may preclude you from service)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature \_\_\_\_\_

Date \_\_\_\_\_

5/5/15

Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

**FOR OFFICE USE ONLY:** The Council recommends appointment \_\_\_\_ Yes \_\_\_\_ No

# The County of Yuba

## Office of Clerk of the Board of Supervisors



**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Brownsville Cemetery District Appointment  
**Date:** June 23, 2015

### Recommendation

Appoint Dwight B. Moore to the Brownsville Cemetery District for a term to expire February 26, 2017.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is an unscheduled vacancy due to the resignation of Mr. George Maasen on May 1, 2015. One application has been received from Mr. Dwight Moore and is attached for your review and consideration.

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

### Fiscal Impact

None due to appointment.

### Committee Action

None required.

attachment

# The County of Yuba

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



APR 24 2015

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

### BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Brownsville Cemetery District

APPLICANT NAME:

Dwight B. Moore

MAILING ADDRESS:

[REDACTED] Brownsville, CA 95919

PHYSICAL ADDRESS:

[REDACTED] Brownsville, CA 95919

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT

NUMBER:

REASONS YOU WISH TO

SERVE ON THIS BODY:

Be involved in Cemetery operation & upkeep

QUALIFICATIONS:

N/A

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

None

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

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

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

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dwight B. Moore

SIGNATURE

4-24-15

DATE

### THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

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

**Subject:** Commission on Aging – At-Large Representative

**Date:** June 23, 2015

## **Recommendation**

Reappoint Gayle Diamond to the Yuba County Commission on Aging as an At-Large Representative for a term ending June 23, 2018.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Diamonds' term. Ms. Diamond has been serving on the commission since December 2010 and wishes to continue.

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

## **Fiscal Impact**

None

## **Committee Action**

None

attachments

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
 915 8<sup>th</sup> Street, Suite 123  
 Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING**  
 749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
 749-5455 • Fax 749-5464

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

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

**PLANNING**  
 749-5470 • Fax 749-5434

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

**FINANCE AND ADMINISTRATION**  
 749-5430 • Fax 749-5434

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH RUSSELL, GALLAWAY ASSOCIATES, INCORPORATED TO PROVIDE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE YUBA COUNTY PUBLIC WORKS CORPORATION YARDS

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute an agreement with Russell, Gallaway Associates, Inc. (RGA) to provide professional architectural and engineering services for the design of the Yuba County Public Works Corporation Yards.

### BACKGROUND:

The County of Yuba is preparing to relocate its public works corporation yard from Sky Harbor Drive in Olivehurst, California to a newly acquired parcel on Sky Way Drive. As shown on the attached preliminary plot and site plans, this parcel contains an existing 60'x160' metal building which will be modified to meet the County's needs. A second 60'x180' building is being proposed on the same lot as shown on the attached preliminary plans developed by the County.

Public Works is also proposing to demolish its existing satellite corporation yard in Loma Rica and will be constructing a new 60'x123' metal building on the same parcel as shown on the attached preliminary plans.

### DISCUSSION:

The County solicited bids from eight local architectural and engineering firms to design the two maintenance yards. The County negotiated with the highest ranked consultant (RGA, Inc.) and a mutually agreed-upon price of \$114,763 was reached for performing the services. The work in general will consist of architectural and engineering design services in conformance with the 2013 California Building Codes as well as state and local standards. The design will be reviewed

and approved by Community Development staff and adopted by the Board prior to construction. Public Works staff will prepare the civil site design including, curb, gutter, sidewalk, drainage, paving, parking and other site development improvements.

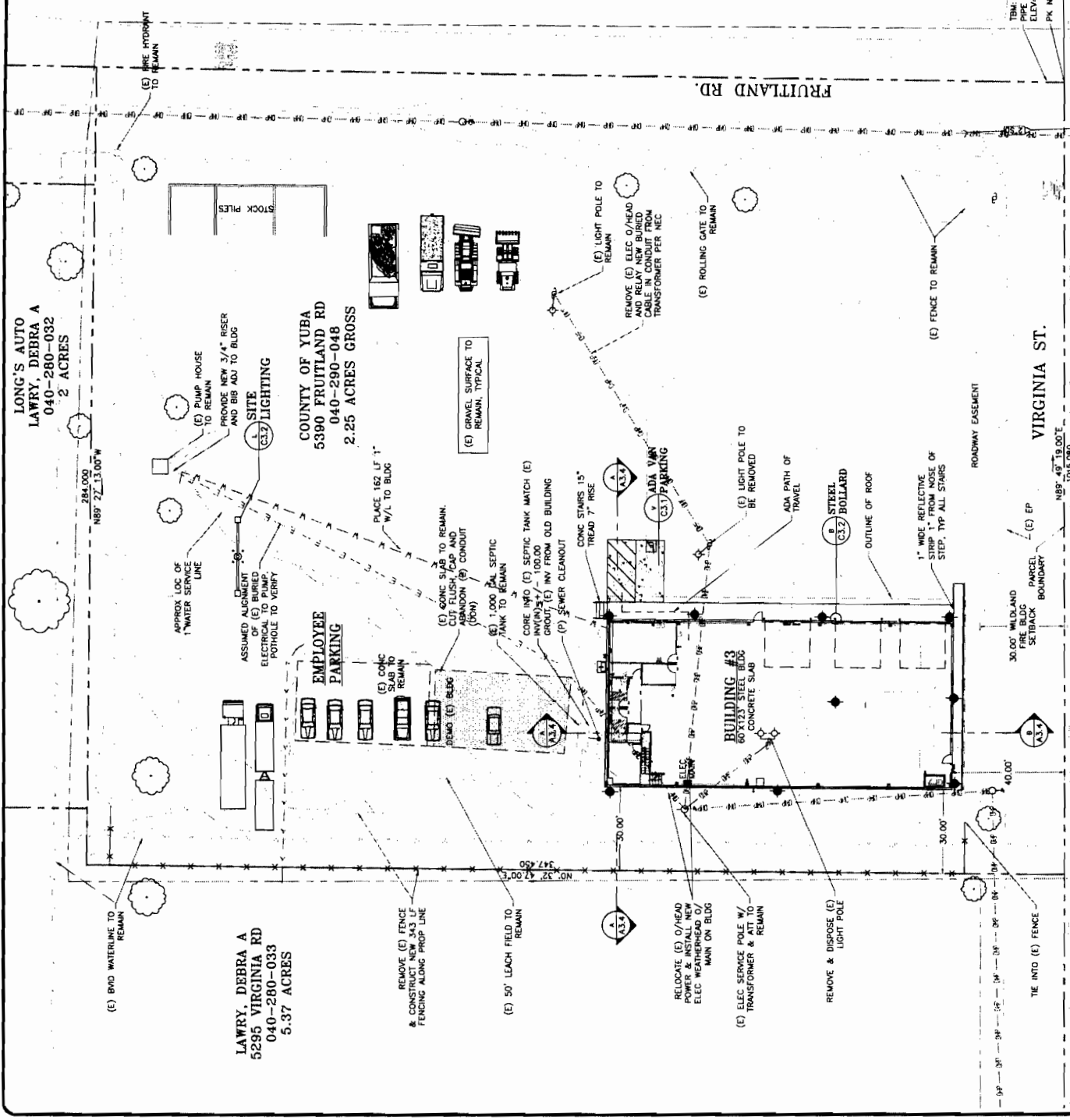
COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed because this project is included in the County's approved budget.

FISCAL IMPACT:

Preparation of plans, specifications and estimates will not exceed \$114,763. The design for this project will be funded from Trust 188, Countywide Impact fees for transportation facilities.





TM: 3/4" IRON  
PIPE W/ TACK  
ELEV=100.00  
PK NAIL AT C/L NOT FOUND

YUBA COUNTY PUBLIC WORKS LOMA RICA CORPORATION YARD SITE PLAN		COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS 915 8th ST. SUITE 102, YUBA, CA 95901 (530) 749-5424 (530) 749-5424 FAX		SCALE: HORIZONTAL 1"=20' VERTICAL 1"=20'
0	03/09/15	PROGRESS SET	DATE	DESCRIPTION
BENCHMARK ELEVATION: 100.00'		DESIGNED BY: E. AUSIUS		DESIGNED BY: E. AUSIUS
ASSUMED ELEVATION OF EXISTING 3/4" IRON PIPE PER FM 86-25 BOOK 45 PG 10 YUBA COUNTY DEPARTMENT OF PUBLIC WORKS WAY CENTRAL OF VIRGINIA & FRUITLAND RD		CHECKED BY: T. KONG		CHECKED BY: T. KONG
		SUBMITTED BY: E. AUSIUS		SUBMITTED BY: E. AUSIUS
		PAGE NO. 55286		



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Architectural/Engineering Design Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

**Russell Gallaway Associates. Inc.**  
115 Meyers Street, Suite 110  
Chico, CA 95926

"CONSULTANT"

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 CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT 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: 06/24/2015

Termination Date: 12/31/2016

The term of this Agreement shall become effective on the Commencement dated, and shall continue in force and effect until the Termination date, 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 CONSULTANT AND COUNTY approval.

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

failure to continue purchase of all or any such services from CONSULTANT.

**3. PAYMENT.**

COUNTY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT 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.**

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

Michael G. Lee, Director of Public Works, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Don, Russell, CFO, is the authorized representative for CONSULTANT. 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

**9. TERMINATION.** COUNTY and CONSULTANT 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 \_\_\_\_\_, 2015.

"COUNTY"

"CONSULTANT"

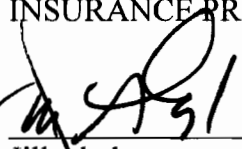
COUNTY OF YUBA

Russell Gallaway Associates. Inc.

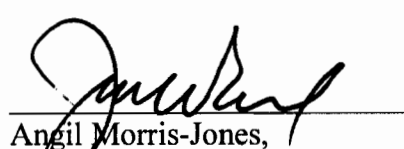
\_\_\_\_\_  
Mary Jane Griego  
Chairman, Board of Supervisors

\_\_\_\_\_  
  
Don Russell,  
CFO

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
  
Jill Abel,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
  
Angil Morris-Jones,  
County Counsel

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

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

#### **Task A.1-1: Architectural Plans**

Finalize the County's existing preliminary plans, specifications and estimates (PS&E) for the two Public Works Corporation Yards project no. 102-8031 and project no. 102-8092. PS&E's will be reviewed by County staff for compliance with Planning, Building and Public Works staff. A&E firm to address all plan review comments.

Exception: Civil Site Plans, specifications and estimates are to be completed by county staff.

#### Deliverables:

- 1) Title 24 Energy Calculations
- 2) Site & Building Electrical
  - a. Provide single-line drawings, panel schedules, calculations, equipment specifications and all necessary information to bid and construct the electrical portion of the site-civil and building plans including site lighting. Appropriately licensed design professional to provide plans, specifications and estimates for electrical work to be incorporated into the project plans and submitted to the County. Signed plans will be provided by the design professional with signature and license number of the design professional. Plans will be used for bidding and construction. If designed by an electrical contractor, the company's contact information and business logo may remain on construction plans. If designed by a general contractor who could also bid on the construction project, all contact information will be removed from the plans.
  - b. Provide photovoltaic design with solar arrays on building roof(s)
- 3) Code Analysis
  - a. Fire, Life, Safety, Accessibility, etc (i.e. CBC Vol 1)
- 4) Engineered stamped and signed architectural plans.
  - a. Floor (includes structural for interior partitions (seismic & gravity)
  - b. Foundation Plan (with conceptual metal building footing design for bidding purposes only)
  - c. Second Floor framing (storage)
  - d. Cross Sections
  - e. Details
  - f. Notes and Schedules
  - g. Mechanical
  - h. Plumbing

i. Solar Design (included 04/09/15 EDA)

5) Project CAD files and PDF files when complete

Note: The following items will be design-build by the awarding contractor

- Metal Building Plans and parking shade structure will be design-build by the awarding contractor
- Landscaping and Irrigation design
- Design of air and oil hose reels and piping

**Task A.1-2: Technical Specifications**

Prepare technical specifications for the architectural features, facilities and proposed equipment. Technical specifications will be included into the contract provisions and be used for bidding purposes as part of the construction documents.

Exception: Civil Site (less site electrical) specifications are to be completed by county staff.

Deliverables:

Provide Technical specifications with index in PDF format

**Task A.1-3: Project Engineer's Estimate**

Prepare an Engineer's Estimate which will be used to estimate the project's construction costs for the Board of Supervisors. This estimate will also be used as part of the bid package.

Deliverables:

Digital Engineer's Estimate in EXCEL format

**A.2. TIME SERVICES RENDERED.**

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent Contractor, CONSULTANT 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.**

CONSULTANT 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.



## COUNTY OF YUBA

### ATTACHMENT B

#### PAYMENT

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed **ONE HUNDRED AND FOUR THOUSAND THREE HUNDRED AND THIRTY DOLLARS** (\$ 104,330 ); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed One Hundred and Fourteen Thousand Seven Hundred and Sixty Three Dollars (\$ 114763) without a formal written amendment to this Agreement approved by the COUNTY.

<b>Project</b>	<b>Fee</b>
<b>102-8031 Sky Way Drive, Olivehurst</b>	<b>102-8092</b>
Architecture	\$34,000
Engineering	\$6,500
Electrical	\$9,180
Solar Design	\$1,800
Title 24 Energy Calculations	\$2,000
Technical Specifications	\$2,500
Estimate	\$2,750
Mech/Plumbing	\$11,200
<b>Project Fee</b>	<b>\$69, 930</b>

<b>Project</b>	<b>Fee</b>
<b>102-8092 Loma Rica</b>	<b>102-8092</b>
Architecture	\$15,000
Engineering	\$2,500
Electrical	\$5,950
Solar Design	\$1,000
Title 24 Energy Calculations	\$1,000
Technical Specifications	\$1,500
Estimate	\$1,650
Mech/Plumbing	\$5,800
<b>Project Fee</b>	<b>\$34,400</b>

**B.2 TRAVEL COSTS.** COUNTY shall not pay CONSULTANT 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 CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

## ATTACHMENT C

### OTHER TERMS

#### **C.1 COUNTY'S RESPONSIBILITIES**

- i. Preparation of Notice to Bidders
- ii. Development of provisions and specifications for Civil Site Improvements (except electrical)
- iii. Design of and Calculations for Site Storm Water Drainage Calculations
- iv. Present PS&E to the Board for approval
- v. Advertising/bidding
- vi. Metal Building & Foundation Design (Design-build by awarding contractor)

#### **C.2 SCHEDULE**

Client shall make every endeavor to meet the following milestones for plan submittal to the County

<b>Prelims Existing</b>	<b>90% Milestone</b>	<b>99% Milestone</b>	<b>100% PS&amp;E</b>
03/18/15	06/02/15	06/30/15	07/07/14

## **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 CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT 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** CONSULTANT 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** CONSULTANT 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, CONSULTANT 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 CONSULTANT 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** CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

**D.1.7** As an independent Contractor, CONSULTANT 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.** CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT 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.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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.** CONSULTANT 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 CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

**D.6 ASSIGNMENT PROHIBITED.** CONSULTANT 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.** CONSULTANT 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 CONSULTANT to perform services pursuant to this Agreement, CONSULTANT 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.** CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT 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 CONSULTANT'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.** CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

**D.11.1** CONSULTANT 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 CONSULTANT pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT 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 CONSULTANT had CONSULTANT

completed the services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, 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.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT 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, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

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

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

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

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

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

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

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

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

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

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.



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

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

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

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

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

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

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

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement. CONSULTANT 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 CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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":

Department of Administrative Services  
County of Yuba  
Attn: Purchasing Agent  
915 8<sup>th</sup> Street  
Suite 119  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street  
Suite 111  
Marysville, CA 95901

If to "CONSULTANT":

Russell, Gallaway Associates, Inc.  
115 Meyers Street, Suite 110  
Chico, CA 95926

## ATTACHMENT E

### INSURANCE PROVISIONS

## ATTACHMENT E

### INSURANCE REQUIREMENTS

**E.1 MINIMUM SCOPE OF INSURANCE.** CONSULTANT 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 CONSULTANT, his agents, representatives, employees, or subconsultants. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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

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

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

- |  |                    |  |
|--|--------------------|--|
| 1. General Liability:<br>(including operations<br>products and<br>completed operations,<br>as applicable.) | <b>\$1,000,000</b> | Per occurrence for bodily injury,<br>personal injury and property damage.<br>If Commercial General Liability<br>Insurance or other form with a general<br>aggregate limit is used, either the<br>general aggregate limit shall apply<br>separately to this project/location or<br>the general aggregate limit shall be<br>twice the required occurrence limit. |
| 2. Automobile  | <b>\$1,000,000</b> | Per accident for bodily injury and   |

Liability: property damage.

3. Workers' Compensation: As required by the State of California

4. Employer's Liability: **\$1,000,000** Each accident, **\$1,000,000** policy limit bodily by disease, **\$1,000,000** each employee bodily injury by disease.

5. Errors & Omissions Liability: **\$1,000,000** Per occurrence.

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

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

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONSULTANTs insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

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

**E.5 Sub-Consultants.** CONSULTANT shall require and verify that all sub-consultants maintain insurance meeting all the requirements stated herein.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Dealey, Renton &amp; Associates</b> P. O. Box 12675 Attn: RBC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>510 465-3090</b>	FAX (A/C, No): <b>510 452-2193</b>
INSURED <b>Russell, Gallaway Associates, Inc.</b> <b>115 Meyers Street #110</b> <b>Chico, CA 95928</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Associated Indemnity Corp.</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			AZC80875154	07/31/2014	07/31/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AZC80875154 *Shared w/ General Liab.	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000* BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSUREDS: The County of Yuba, its officers, officials, employees and volunteers

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

County of Yuba, Dept. of  
Admin. Services  
Attn: Purchasing Agent  
915 8th St., Ste. 119  
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Naomi M. Bennett*

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## DESCRIPTIONS (Continued from Page 1)

Insurance is primary and non-contributory, per policy wording

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
  - (1) Coverage is limited to their liability arising out of:
    - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
    - (b) your ongoing operations performed for that insured; or
    - (c) that insured's financial control of you; or
    - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
  - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. **Coverage C – Liability**

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090 David C. Eckman</b>	<b>CONTACT NAME:</b> Doris A. Chambers <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co. of Conn <b>NAIC #</b> 25682 <b>INSURER B:</b> Travelers Property Casualty Co <b>25674</b> <b>INSURER C:</b> Travelers Casualty & Surety Co. <b>31194</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Turley &amp; Associates, Inc.</b> <b>1914 S Street</b> <b>Sacramento, CA 95814-6818</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6807347L550	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA7347L629	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	CUP8127Y454	01/01/2015	01/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB7088Y672	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional Liability</b>			105602743	04/23/2015	04/23/2016	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**

**REF: Yuba County Corporation Yard project in Oliverhurst and Loma Rica. GENERAL LIABILITY/AUTOMOBILE**

**LIABILITY ADDITIONAL INSURED: The County of Yuba, its officers, officials, employees and volunteers.**

Commercial General Liability is primary and non-contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Professional Liability Deductible: 25,000.

**CERTIFICATE HOLDER****CANCELLATION**

County of Yuba  
 Attn: Purchasing Agent  
 915 - 8th Street, Suite 119  
 Marysville, CA 95901-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*ACORD*

**POLICY NUMBER:** 6807347L550

**COMMERICAL GENERAL LIABILITY**  
**ISSUE DATE:** 01/01/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):** County of Yuba  
Attn: Purchasing Agent  
915 - 8th Street, Suite 119  
Marysville, CA 95901-0000

### **PROJECT/LOCATION OF COVERED OPERATIONS:**

**NAME OF PERSON OR ORGANIZATION CONTINUATION:** The County of Yuba, its officers, officials, employees and volunteers.

### **PROVISIONS**

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, 'property damage' or 'personal injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance' to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

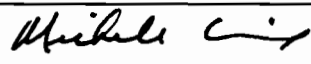
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 01/01/2015	
Named Insured Turley & Associates, Inc.	Countersigned by  (Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

NAME OF PERSON OR ORGANIZATION CONTINUATION: The County of Yuba, its officers, officials, employees and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

POLICY NUMBER: UB7088Y672

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization:**

County of Yuba  
Attn: Purchasing Agent  
915 - 8th Street, Suite 119  
Marysville, CA 95901-0000

**Job Description:**

SCHEDULE CONTINUATION: The County of Yuba, its officers, officials, employees and volunteers.

DATE OF ISSUE: 09/01/2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Michael J Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Michael J Hall & Company. License #0792445	
	<b>PHONE (A/C, No, Ext):</b> 360-598-3700	<b>FAX (A/C, No):</b> 360-598-3703
	<b>E-MAIL ADDRESS:</b> certificates@hallandcompany.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> LIBERTY INSURANCE UNDERWRITERS INC	19917
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 541050112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	<b>AUTOMOBILE LIABILITY</b>						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						
	EXCESS LIAB						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab: Claims Made			AEA1020670001	7/31/2014	7/31/2015	\$1,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

County of Yuba, its officers, officials, employees and volunteers  
RGA, Inc.  
915 8th Street, Suite 119  
Marysville CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
 915 8<sup>th</sup> Street, Suite 123  
 Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING**  
 749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
 749-5455 • Fax 749-5464

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

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

**PLANNING**  
 749-5470 • Fax 749-5434

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

DATE: June 23, 2015  
 TO: YUBA COUNTY BOARD OF SUPERVISORS  
 FROM: MICHAEL LEE, COUNTY SURVEYOR  
 SUBJ: FINAL MAP UNDER REVIEW PENDING APPROVAL

\*\*\*\*\*

### NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:

#### **Tract Map No. 2015-0001, Draper Ranch North Large Lot Map for David W. Lanza Family Trust dated February 6, 1996**


This map, consisting of 5 sheets, is a subdivision of the 111.87 acre 'Remainder Parcel' shown on Tract Map 2003-26, Draper Ranch North Phase 1, which was filed with the Yuba County Recorder September 12, 2006, in Book 85 of Maps at page 33. This project will create 8 lots ranging in size from 10.71 acres to 17.31 acres, which will later be individually subdivided and developed into residential lots as subsequent phases of the conditionally approved Tentative Subdivision Tract Map TSTM 2003-0026.

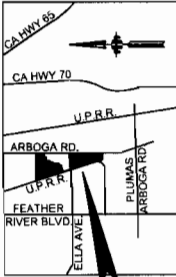
The property is located between Arboga Road on the East and the UPRR tracks on the West, lying North and South of Ella Avenue.

There are no offers of dedication being made on this map.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2003-0026.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

  
 Michael Lee, County Surveyor



VICINITY MAP  
NOT TO SCALE

### OWNER'S STATEMENT

THE UNDERSIGNED, DAVID W. LANZA AS TRUSTEE OF THE DAVID W. LANZA FAMILY TRUST DATED FEBRUARY 6, 1996, AS HOLDER OF RECORD TITLE INTEREST, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "DRAPER RANCH NORTH LARGE LOT FINAL MAP".

DAVID W. LANZA FAMILY TRUST DATED FEBRUARY 6, 1996

BY: DAVID W. LANZA - TRUSTEE

### ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME VOLUNTARILY, WITHOUT COERCION, FRAUD, CAPACITY(IES), AND THAT BY HIS/HER/IT(S) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY \_\_\_\_\_

NOTARY'S NAME \_\_\_\_\_

MY COMMISSION NUMBER \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ (County)

### TRACT MAP APPROVAL STATEMENT

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.445, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINDS THE FINAL MAP TO BE IN SUBSTANTIAL CONFORMANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL PORTIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH, AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2015-001, "DRAPER RANCH NORTH LARGE LOT FINAL MAP".

MICHAEL G. LEE  
COUNTY SURVEYOR - YUBA COUNTY

DATE \_\_\_\_\_

### TRUSTEE'S STATEMENT

SACRAMENTO VALLEY FARM CREDIT, F.L.C.A. NAMED IN THAT CERTAIN DEED OF TRUST DATED OCTOBER 20, 2010, RECORDED NOVEMBER 01, 2010, AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF YUBA, CALIFORNIA, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS SUBDIVISION MAP.

SACRAMENTO VALLEY FARM CREDIT, F.L.C.A. TRUSTEE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print name & title)

### ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME VOLUNTARILY, WITHOUT COERCION, FRAUD, CAPACITY(IES), AND THAT BY HIS/HER/IT(S) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY \_\_\_\_\_

NOTARY'S NAME \_\_\_\_\_

MY COMMISSION NUMBER \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ (County)

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF DAVID W. LANZA IN THE MONTH OF FEBRUARY 2015. I HEREBY STATE THAT THIS FINAL MAP IS TRUE AND COMPLETE, SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE MAP IS ACCURATE AND CORRECT. ANY AND ALL PORTIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH, AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2015-001, "DRAPER RANCH NORTH LARGE LOT FINAL MAP".

DATE: \_\_\_\_\_

ROGER K. HANLIN  
P.L.S. 3972



### COUNTY SURVEYOR'S STATEMENT

MICHAEL G. LEE, COUNTY SURVEYOR OF THE COUNTY OF YUBA, DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL GLEN LEE P.L.S. 7853  
(LICENSE EXPIRES 12-31-2018)  
COUNTY SURVEYOR - YUBA COUNTY

DATE \_\_\_\_\_



### RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF M.H.M. INC.

DOC NO. \_\_\_\_\_ TERRY A. HANSEN  
YUBA COUNTY RECORDER

FEE PD. \$ \_\_\_\_\_ BY \_\_\_\_\_ DEPUTY

### NOTES:

1. A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENTS FOR TRACT MAP NO. 2015-001, FOR THE DAVID W. LANZA FAMILY TRUST DATED FEBRUARY 6, 1996, CONTAINING INFORMATION NOT INTENDED TO AFFECT RECORD TITLE INTEREST IN BUT WHICH REFLECTS CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP IS BEING CONCURRENTLY RECORDED AT DOCUMENT NO. \_\_\_\_\_ OFFICIAL RECORDS OF YUBA COUNTY.

TRACT MAP NO. 2015-001  
DRAPER RANCH NORTH LARGE LOT FINAL MAP  
FOR  
DAVID W. LANZA

BEING A PORTION OF SECTIONS 7 AND 18, T14N R4E, M.D.M., ALSO BEING DRAPER RANCH NORTH PHASE 1, REMAINDER, BOOK 85 MAPS, PAGES 33-41.

YUBA COUNTY  
CALIFORNIA

PREPARED BY: M.H.M. INC., 1204 'E' STREET, MARYSVILLE, CA 95901  
14-128

MAY 2015

SHEET 1 OF 5



TRUSTEE'S STATEMENT

JAMES R. SCOTT AND REBECCA LYNN SCOTT, TRUSTEES OF THE SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000, AND JOHN MICHAEL SMITH AND MARILEE SMITH, TRUSTEES OF THE J & M SMITH REVOCABLE TRUST, NAMED IN THE CERTAIN DEED TO THE SCOTT FAMILY TRUST DATED MAY 25, 2000, AND JOHN MICHAEL SMITH AND MARILEE SMITH, TRUSTEES OF THE J & M SMITH REVOCABLE TRUST, OFFICIAL RECORDS, YUBA COUNTY, CALIFORNIA, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS SUBDIVISION MAP.

SCOTT FAMILY TRUST DATED NOVEMBER 6, 2000

BY: JAMES R. SCOTT - TRUSTEE

BY: REBECCA LYNN SCOTT - TRUSTEE

J & M SMITH REVOCABLE TRUST

BY: JOHN MICHAEL SMITH - TRUSTEE

BY: MARILEE SMITH - TRUSTEE

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I HAVE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(S)/SHE(THY) EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY \_\_\_\_\_  
NOTARY'S NAME \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ (County)

ACKNOWLEDGMENT

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COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED

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STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_  
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NOTARY'S NAME \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ (County)

TRACT MAP NO. 2015-001  
DRAPER RANCH NORTH LARGE LOT FINAL MAP

FOR  
DAVID W. LANZA

BEING A PORTION OF SECTIONS 7 AND 16, T4N, R4E, M.D.W., ALSO BEING DRAPER RANCH NORTH PHASE 1, REMANDER, BOOK 85 MAPS, PAGES 33-41.

YUBA COUNTY  
CALIFORNIA  
MAY 2015

PREPARED BY: M.H.M. INC., 1204 'E' STREET, MARYSVILLE, CA. 95901

14-128  
SHEET 2 OF 5

## BASIS OF BEARINGS

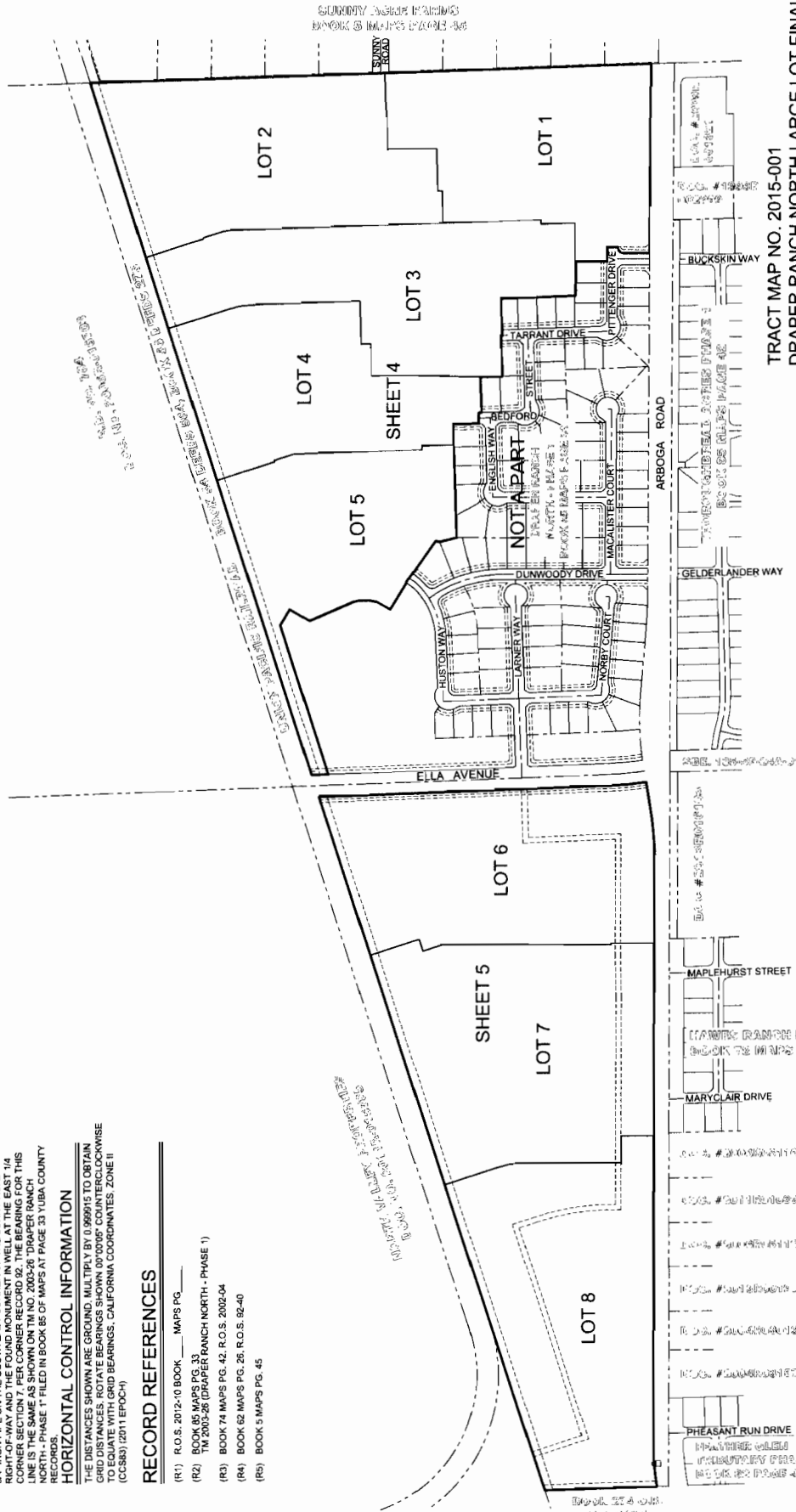
THE BEARING N 89°07'31" E WAS ASSIGNED TO THE LINE BETWEEN THE 3/4" IRON PIPE ON THE SOUTH EAST CORNER OF THE SUNNY ROAD RIGHT-OF-WAY AND THE FOUND MONUMENT IN WELL AT THE EAST 1/4 CORNER SECTION 7, PER CORNER RECORD 92. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON TM NO. 2002-26 "DRAPER RANCH NORTH - PHASE 1" FILED IN BOOK 65 OF MAPS AT PAGE 33 YUBA COUNTY RECORDS.

## HORIZONTAL CONTROL INFORMATION

THE DISTANCES SHOWN ARE GROUND. MULTIPLY BY 0.999915 TO OBTAIN GRID DISTANCES. ROTATE BEARINGS SHOWN 00°00'05" COUNTERCLOCKWISE TO EQUATE WITH GRID BEARINGS. CALIFORNIA COORDINATES, ZONE 11 (CCS83) (2011 EPOCH)

## RECORD REFERENCES

- (R1) R.O.S. 2012-10 BOOK \_\_\_\_ MAPS PG. \_\_\_\_
- (R2) BOOK 65 MAPS PG. 33
- (R3) TM 2005-26 (DRAPER RANCH NORTH - PHASE 1)
- (R4) BOOK 74 MAPS PG. 42, R.O.S. 2002-04
- (R5) BOOK 62 MAPS PG. 26, R.O.S. 92-40
- (R6) BOOK 5 MAPS PG. 45



# LEGEND

- FOUND MONUMENT AS INDICATED
- CALCULATED POINT, NOTHING FOUND OR SET
- SET 1/2" REBAR WITH PLASTIC CAP "M.H.M. L.S. 9912"
- ▲ FOUND STANDARD MONUMENT IN WELL
- ( ) EMBRACES RECORD DATA
- (E) EXISTING
- (T) TOTAL
- (C) REPRESENTS CALCULATED DATA
- (M) REPRESENTS MEASURED DATA
- RW RIGHT-OF-WAY
- P.E. (PEDESTRIAN EASEMENT)
- L.E. (LANDSCAPE EASEMENT)
- P.S.E. (PUBLIC SERVICE EASEMENT)
- SEARCH NOT FOUND
- S.N.F. EXISTING FENCE

# RECORD REFERENCES

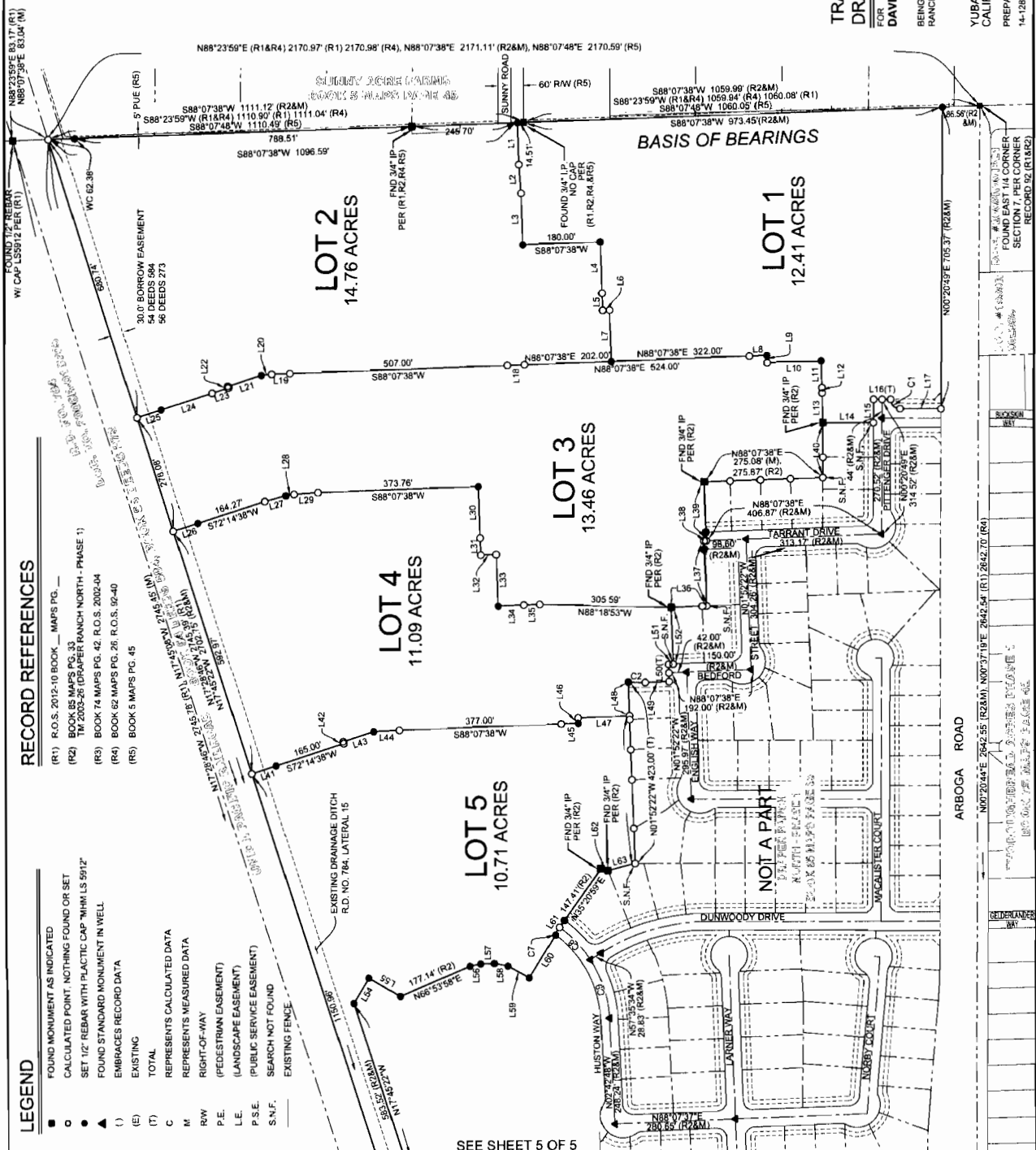
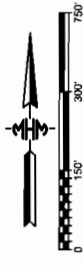
- (R1) R.O.S. 2012-10 BOOK 1 MAPS PG. 33
- (R2) BOOK 85 MAPS PG. 33
- (R3) TM 2003-26 DRAPER RANCH NORTH - PHASE 1
- (R4) BOOK 74 MAPS PG. 42, R.O.S. 2002-04
- (R5) BOOK 62 MAPS PG. 26, R.O.S. 92-40
- (R6) BOOK 5 MAPS PG. 45

# LINE TABLE

LINE	LENGTH	BEARING
L1	98.00	N01°52'22"W
L2	67.07	N04°26'12"W
L3	120.00	N01°52'22"W
L4	120.00	N01°52'22"W
L5	152.13	N01°52'22"W
L6	16.11	S88°07'38"W
L7	120.00	N01°52'22"W
L8	40.00	S88°07'38"W
L9	17.00	N01°52'22"W
L10	125.00	S88°07'38"W
L11	63.00	N01°52'22"W
L12	12.10	N01°30'23"W
L13	66.82	N01°30'23"W
L14	117.00	S89°39'11"E
L15	54.72	N00°20'49"E
L16	40.00	S89°39'11"E
L17	95.00	S89°39'11"E
L18	40.00	S88°07'38"W
L19	41.80	S87°50'43"W
L20	24.00	S84°16'45"W
L21	82.46	S72°14'38"W
L22	3.94	S17°45'22"E
L23	40.00	S72°14'38"W
L24	125.00	S72°14'38"W
L25	60.00	S72°14'38"W
L26	60.00	S72°14'38"W
L27	50.96	S75°10'45"W
L28	19.07	S80°40'00"W
L29	56.25	S88°09'22"W
L30	120.00	N01°52'22"W
L31	40.00	N01°52'22"W
L32	35.54	S88°07'38"W

# CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	24.56	27.00	90°00'00" (R2)
C2	39.53	320.00	70°34'41" (R2)
C3	3.26	260.00	0°43'02" (R2)
C4	105.54	260.00	21°35'45" (R2)
C5	145.11	260.00	29°41'30" (R2 MM)



TRACT MAP NO. 2015-001  
DRAPER RANCH NORTH LARGE LOT FINAL MAP  
FOR  
DAVID W. LANZA

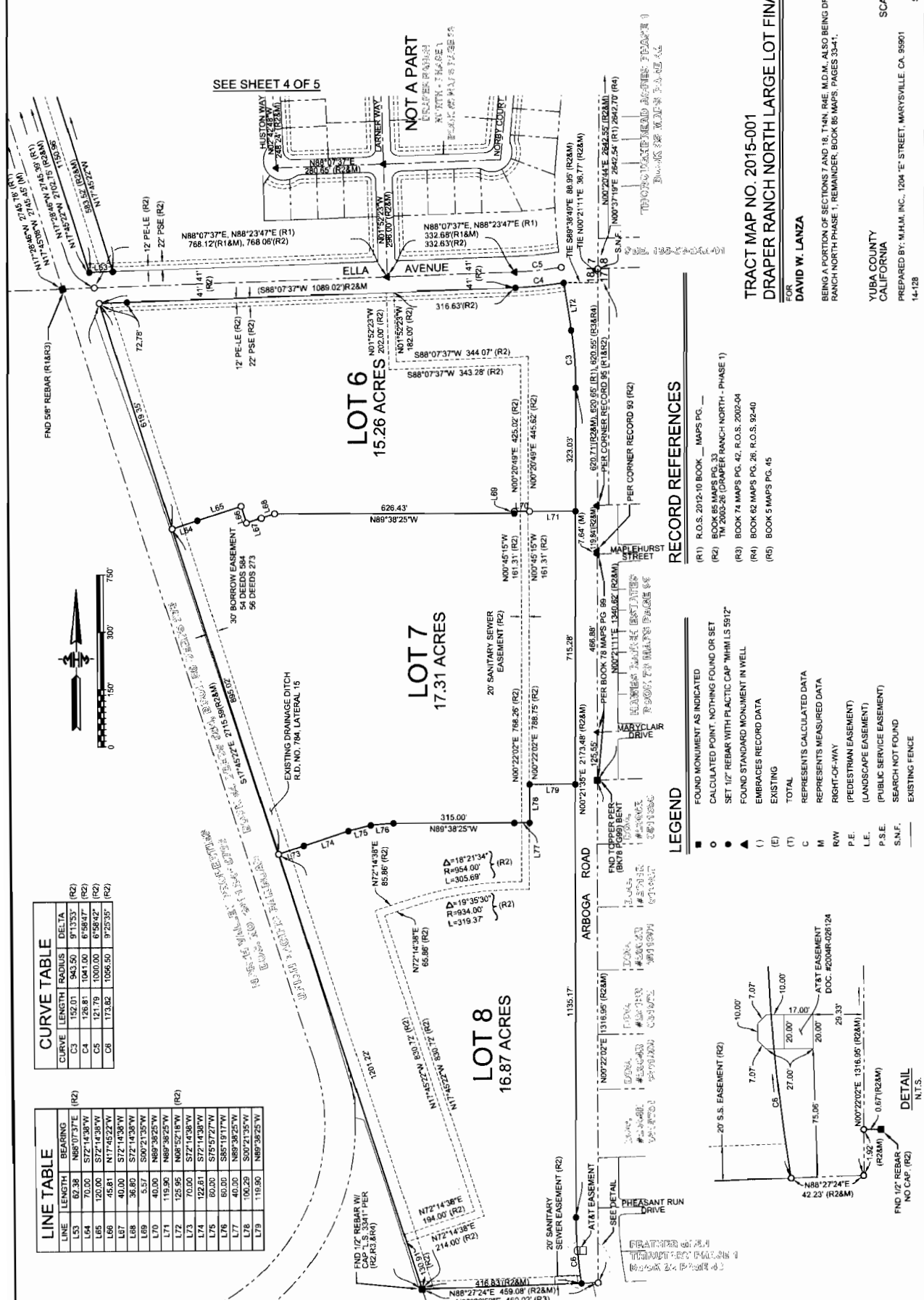
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YUBA COUNTY  
CALIFORNIA  
MAY 2015  
SCALE 1"=150'  
PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901  
14-128 SHEET 4 OF 5

SEE SHEET 5 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L53	62.38	N88°07'37"E (R2)
L54	70.00	S72°14'38"W (R2)
L64	126.81	S72°14'38"W (R2)
L65	120.00	S72°14'38"W (R2)
L66	121.79	S72°14'38"W (R2)
L67	121.79	S72°14'38"W (R2)
L68	121.79	S72°14'38"W (R2)
L69	121.79	S72°14'38"W (R2)
L70	121.79	S72°14'38"W (R2)
L71	121.79	S72°14'38"W (R2)
L72	121.79	S72°14'38"W (R2)
L73	121.79	S72°14'38"W (R2)
L74	121.79	S72°14'38"W (R2)
L75	121.79	S72°14'38"W (R2)
L76	121.79	S72°14'38"W (R2)
L77	121.79	S72°14'38"W (R2)
L78	121.79	S72°14'38"W (R2)
L79	121.79	S72°14'38"W (R2)

CURVE TABLE		
CURVE	LENGTH	DELTA
C3	152.01	9°13'53" (R2)
C4	126.81	9°13'53" (R2)
C5	121.79	9°13'53" (R2)
C6	121.79	9°13'53" (R2)



### RECORD REFERENCES

- (R1) R.O.S. 2012-10 BOOK 1 MAPS PG. 1
- (R2) BOOK 85 MAPS PG. 33
- (R3) BOOK 74 MAPS PG. 42, R.O.S. 2002-04
- (R4) BOOK 62 MAPS PG. 26, R.O.S. 92-40
- (R5) BOOK 5 MAPS PG. 45

### LEGEND

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- CALCULATED POINT, NOTHING FOUND OR SET
- SET 1/2" REBAR WITH PLASTIC CAP "MHI L5 5912"
- FOUND STANDARD MONUMENT IN WELL
- EMBRACES RECORD DATA
- EXISTING
- TOTAL
- REPRESENTS CALCULATED DATA
- REPRESENTS MEASURED DATA
- RIGHT-OF-WAY
- PEDESTRIAN EASEMENT
- LANDSCAPE EASEMENT
- (PUBLIC SERVICE EASEMENT)
- SEARCH NOT FOUND
- EXISTING FENCE

## TRACT MAP NO. 2015-001 DRAPER RANCH NORTH LARGE LOT FINAL MAP

FOR  
**DAVID W. LANZA**

BEING A PORTION OF SECTIONS 7 AND 18, T4N, R1E, M.D.M., ALSO BEING DRAPER RANCH NORTH PHASE 1, REMAINDER, BOOK 85 MAPS, PAGES 33-41.

YUBA COUNTY  
CALIFORNIA

PREPARED BY: M.H.M. INC., 1204 'E' STREET, MARYSVILLE, CA 95901

MAY 2015  
SCALE 1"=150'

14-128 SHEET 5 OF 5

**FIGURE NO. 1 - OVERALL PHASING PLAN  
DRAPER RANCH - NORTH**

COUNTY OF YUBA, CALIFORNIA  
MAY 22, 2015

**LAND USE SUMMARY**

**LOT SUMMARY\***

VILLAGE NO. 1 =	96 LOTS**	27.65 AC	3.54 DU/AC
VILLAGE NO. 2 =	58 LOTS	13.19 AC	4.40 DU/AC
VILLAGE NO. 3 =	37 LOTS	13.85 AC	4.37 DU/AC
VILLAGE NO. 4 =	57 LOTS	13.98 AC	4.35 DU/AC
VILLAGE NO. 5 =	45 LOTS	16.27 AC	4.38 DU/AC
VILLAGE NO. 6 =	37 LOTS	09.11 AC	4.86 DU/AC
VILLAGE NO. 7 =	61 LOTS	13.69 AC	4.46 DU/AC
VILLAGE NO. 8 =	73 LOTS	15.83 AC	4.60 DU/AC
VILLAGE NO. 9 =	39 LOTS	14.88 AC	3.97 DU/AC

SUBTOTAL = 545 LOTS\*\*\* 130.76 AC 4.17 DU/AC

MAJOR ROAD - BELLA ROAD	2.30 AC
MAJOR ROAD - ARBOREA ROAD	9.03 AC
LOT A - PARK	1.14 AC
LOT B - PARK	7.86 AC
LOT C - LATERAL 15	3.72 AC
LOT D - LATERAL 15	4.35 AC
LOT E - BELLA PARKWAY	0.34 AC
LOT F - BELLA PARKWAY	6.29 AC
LOT G - UTILITY PARCEL	0.06 AC

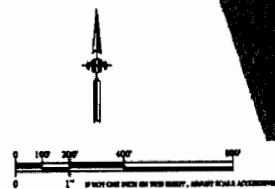
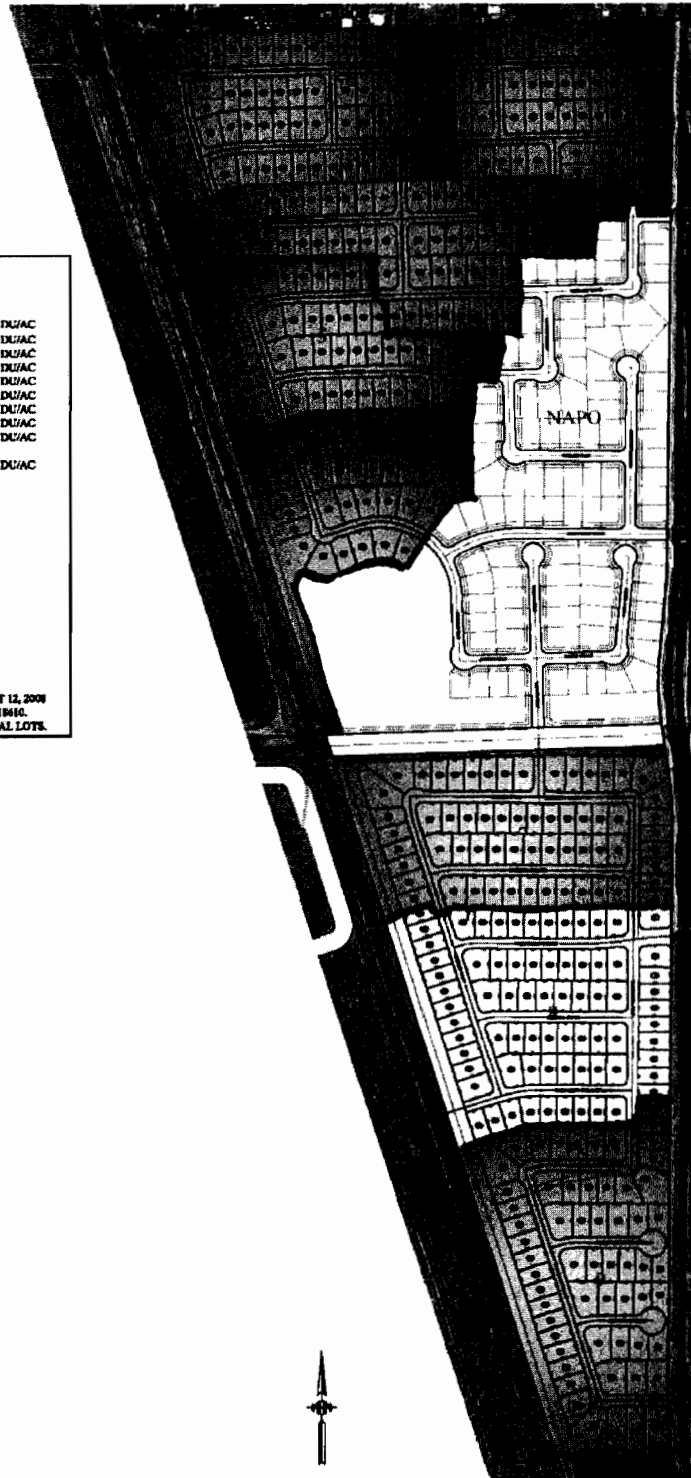
SUBTOTAL = 29.09 AC

TOTAL = 159.85 AC

\*ALL ACRES AND DIMENSIONS EXCLUDE MAJOR ROADS.

\*\*DRAPER RANCH NORTH - PHASE I WAS RECORDED ON SEPT 12, 2009  
IN BOOK 85 OF MAPS AT PAGE 33-44. DOCUMENT NO. 20068-018410.

\*\*\*ORIGINAL TENTATIVE TM NO. 2005-36 HAD 545 RESIDENTIAL LOTS.



**M.H.M.**  
ENGINEERS & ARCHITECTS SINCE 1910  
ONE S STREET, SUITE 200  
YUBA, CALIFORNIA 95901  
TEL: 916.944.4444  
FAX: 916.944.4444

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)

June 23, 2015



253-15

**BUILDING**  
749-5440 • Fax

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

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

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

**PLANNING**  
749-5470 • Fax 749-5434

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

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ROAD RIGHT OF WAY ACQUISITION FOR GOLDFIELDS PARKWAY, 0.7-ACRE  
PORTION OF APN 019-260-049

### RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase of 0.7 acre portion of APN 019-260-049 for Goldfields Parkway project, including the execution of any necessary documents subject to County Counsel review.

### BACKGROUND:

The alignment for Goldfields Parkway was previously adopted by your Board. Public Works is pursuing construction of 2 lanes of the Goldfields Parkway project between N. Beale Road and the Orchard Subdivision. This is a critical link that will connect N. Beale Road to Erle Road, relieving traffic on Griffith Avenue, which is a narrow road with many homes fronting it.

### DISCUSSION:

The environmental process for this segment of road is complete, and the design is currently at 60%. This small acquisition is the only property needed for this segment of road, as the County already has the other needed rights of way. Once design and this acquisition are complete, the project will be bid for construction. We hope to begin construction toward the latter half of this summer.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the approved budget.

### FISCAL IMPACT:

Approximately \$15,000 from Trust 192 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs.

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

**RESOLUTION APPROVING THE PUBLIC ) RESOLUTION NO. \_\_\_\_\_**  
**WORKS DIRECTOR'S PURCHASE OF REAL )**  
**PROPERTY FOR ROAD IMPROVEMENTS )**  
**FOR LESS THAN \$150,000 IN ACCORDANCE )**  
**WITH YUBA COUNTY CODE§2.50.270 )**

**WHEREAS**, the California Government Code§25350.60 grants the Board of Supervisors the jurisdiction by the adoption of an ordinance, to authorize a county officer it deems appropriate to perform any or all acts necessary to approve and accept for the county the acquisition of any interest in real property, and

**WHEREAS**, the Yuba County Board of Supervisors adopted Ordinance No 1532 wherein they established the authorization and procedures for the purchase of real property in Chapter 2.50 of the Yuba County Code, and

**WHEREAS**, Yuba County Code §2.50.270 authorizes the Purchasing Agent, or his or her designee, the power to perform all acts necessary to approve and accept for the County any interest in real property where the purchase price for such interest does not exceed \$150,000.00 in accordance with the procedures specified therein by the Board of Supervisors, and

**WHEREAS**, the Purchasing Agent has designated the Public Works Director as his designee with the power to purchase real property for road improvements in accordance with the procedures established by the Board of Supervisors, and

**WHEREAS**, the Public Works Director has purchased real property for road improvements and the purchase agreement has been reviewed and approved by County Counsel as required by the procedures specified by Yuba County Code§2.50.270 (H), and

**WHEREAS**, the Public Works Director is required pursuant to Yuba County Code §2.50.280 to bring the purchase of real property to the Board of Supervisors for approval prior to the final acquisition of the real property for \$150,000.00 or less by placing the purchase of real property on the Board's agenda for approval as an item under consent.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby approves and authorizes the Public Works Director to complete the purchase of a portion of APN 019-260-049, as shown and described in Attachment "A", and execute any and all necessary documents needed to complete said acquisition.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

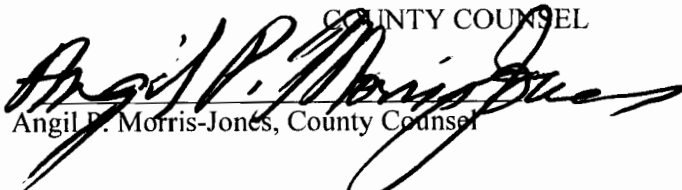
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mary Jane Griego, Chair

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_  
Angil P. Morris-Jones, County Counsel

# Attachment 'A'

COUNTY OF YUBA  
Public Works Dept.  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901

---

PROJECT: Goldfields Parkway  
APN # 019-260-049  
ESCROW #5102-4860791 (First American Title Company)

## ACQUISITION AGREEMENT

This Agreement is made between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and John Michael Smith and Marilee Smith, husband and wife as Joint Tenants ("Owner") for certain real property located in the County of Yuba, California, for a public road project on Goldfields Parkway ("the Project").

### 1) AGREEMENT TO SELL AND PURCHASE

Owner agrees to sell and convey to County, and County agrees to purchase from Owner, pursuant to the terms and conditions set forth in this Agreement, the real property described in Exhibits A and B ("Property"):

**SEE EXHIBIT "A" and EXHIBIT "B"**

### 2) PURCHASE PRICE

County shall pay Owner the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00) ("Purchase Price") for the Property, including all improvements, damages, and severance, if any, as follows:

Real Property in Fee:	0.70 acres X \$20,000/acre X 100%	\$14,000.00
-----------------------	-----------------------------------	-------------

### 3) CONDITION OF TITLE

Owner warrants that:

- a) They are the owner of the property rights to be transferred by this Agreement and are empowered to execute the conveyance documents and this Agreement.
- b) The Property is not encumbered by any mortgage, deed of trust, or other encumbrance evidencing indebtedness except as may be shown on the Preliminary Title Report.

### 4) OWNER'S INDEMNIFICATION

Owner covenants and agrees to indemnify and hold County harmless from any and all claims that third parties may make or assert with respect to the

Property's title. The Owner's obligation herein to indemnify County shall not exceed the amount paid to the Owner under this Agreement.

**5) DELIVERY OF DOCUMENTS/ESCROW**

The Agreement and the Grant Deed (attached hereto with Exhibit A and Exhibit B and incorporated herein by this reference) shall be executed and delivered by Owner to County for the purpose of placing the Property into escrow. County shall not be deemed to have accepted delivery of the property until such time as the deed is recorded in the Official Records of the County of Yuba, California.

Escrow shall close no later than forty-five (45) days after this Agreement is executed by the County, unless extended by mutual agreement of the parties.

**6) ESCROW EXPENSES**

County shall pay all costs of escrow and all recording costs incurred in this transaction.

**7) NOTIFICATION TO ASSESSOR**

County shall provide the County Assessor with a copy of this Agreement once it is executed and recorded so that the County Assessor may determine whether apportionment and cancellation of any taxes resulting for the sale of the Property is appropriate.

**8) ENVIRONMENTAL ASSESSMENT PRIOR TO CLOSE OF ESCROW**

Owner agrees that County may wish to perform an environmental assessment of the Easement. Such an assessment includes what is commonly referred to as a Phase I analysis, and, if necessary thereafter, a Phase II analysis. A Phase II analysis may require test borings to determine the existence and extent of any toxic substances or hazardous materials on the Property. County shall return the Property to its pre-existing condition if test borings are done and County thereafter, for whatever reason, does not purchase the Property.

**9) PURCHASE CONTINGENT ON PROPERTY BEING FREE OF TOXICS**

Owner understands and agrees that County has no obligation to purchase the Property if it is determined during an environmental assessment that the Property contains toxic and/or hazardous materials which will require remediation under applicable State and/or federal law.

County will provide to Owner all test results obtained during any environmental assessment.

#### **10) COUNTY'S LIABILITY/RESTORATION OF PROPERTY**

County covenants and agrees to defend, indemnify, and hold harmless Owner from a liability arising out of construction of the Project.

Further, County agrees should damage occur outside of the Property, County will return the surface, to the extent reasonably practicable, to the same condition as existed prior to construction of the Project.

#### **11) POSSESSION AND USE OF THE PROPERTY**

The County shall have the right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the date that this Agreement is executed by both parties; provided that County makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by County by reason of any failure to construct the Project for any reason. If the Property is not acquired by County for any reason, County shall restore the Property to the condition existing prior to the County's possession or use hereunder, unless otherwise agreed by the parties.

#### **12) CONFORMANCE OF DRIVEWAYS AND CULVERTS**

The driveways and culverts on Owner's property, if any, shall be reconstructed by the County, as necessary, to conform to street frontage revisions and Owner's property. Said reconstruction shall be provided by the County at no expense to Owner. Permission is hereby granted to the County and its authorized agents and contractors to enter upon Owner's property, where necessary, for the purpose of conforming such driveway and culvert areas.

#### **13) SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired.

#### **14) GOVERNING LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action concerning this Agreement shall be venued in the Superior Court of Yuba County.

#### **15) SALE UNDER THREAT OF EMINENT DOMAIN**

County acknowledges that Owner is selling the Property to County for the Project under threat of eminent domain.

**16) HEIRS, SUCCESSORS AND ASSIGNS**

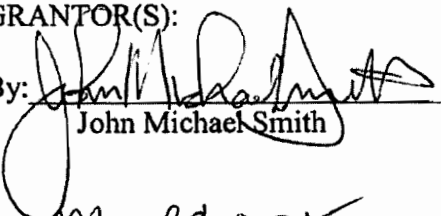
This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties to this Agreement.

**17) ENTIRE AGREEMENT**

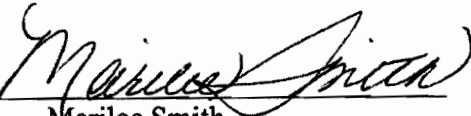
This Agreement shall be deemed effective on the date this Agreement is executed by the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

GRANTOR(S):

By:   
John Michael Smith

Date: May 28, 2015

By:   
Marilee Smith

Date: 5-28-2015

GRANTEE:

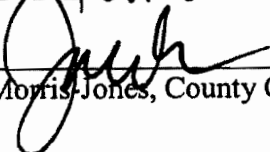
COUNTY OF YUBA, a political  
subdivision of the state of California

Date: 6/2/15

  
Michael Lee, Public Works Director

**APPROVED AS TO FORM:**

Date: 5/28/15

By:   
Angil Morris Jones, County Counsel

### Legal Description

All that real property situate in the County of Yuba, State of California, lying within the NE ¼ of Section 28 of Township 15 North, Range 4 East, M.D.B.&M., being a portion of that certain real property conveyed to John Michael Smith and Marilee Smith, husband and wife as joint tenants, and described in the Grant Deed recorded June 30, 2006, at document number 2006R-013108, Yuba County Official Records, more particularly described as follows:

All the portion of said Smith property lying westerly of the following described line;

Beginning at a point on the North line of said Smith property, distant thereon North 88° 59' 39" East a distance of 165.00 feet from the Northwest corner thereof, said point being the beginning of a 960.00 foot radius non-tangent curve, concave southeasterly, the radius point of which bears South 56° 51' 11" East; thence, southerly along the arc of said curve through a central angle of 32° 12' 02" a distance of 539.52 feet to a point on the south line of said Smith property distant thereon South 51° 58' 11" East a distance of 10.00 feet from the Southwest corner thereof, and there terminating. Containing 0.70 acres, more or less.

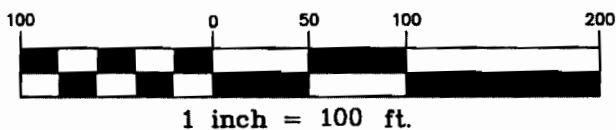
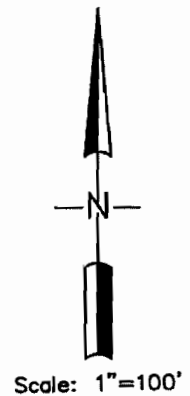
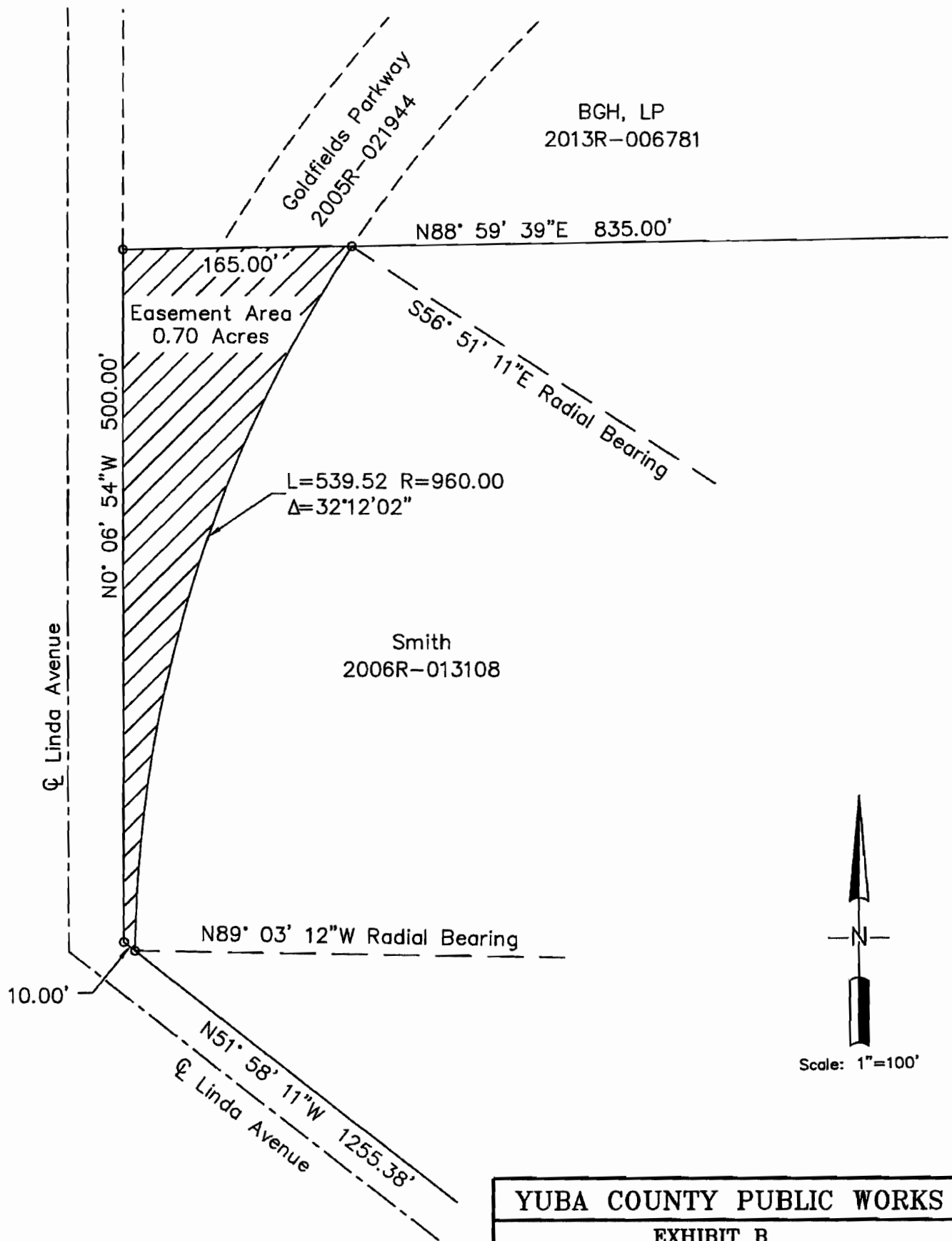
Portion of APN: 019-260-049

Dated: May 14, 2015

---

Michael G. Lee, PLS 7853  
County Surveyor – County of Yuba





## YUBA COUNTY PUBLIC WORKS

### EXHIBIT B

#### RIGHT OF WAY EASEMENT

Smith, A.P.N. 019-280-049  
Goldfields Parkway Project 8084

Drawn by: JBO Date: May 13, 2015 Sheet 1 of 1



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



254-15

**BUILD**  
749-5440 • Fax 749-5440

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

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

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

**PLANNING**  
749-5470 • Fax 749-5434

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

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: DISBURSEMENT OF MEASURE D FUNDS

### RECOMMENDATION:

Authorize the Auditor/Controller to disburse \$383,260.24 in Measure D funds from Fund 807 to the County Road Fund, City of Marysville and City of Wheatland in the following amounts:

\$363,139.08	County Road Fund (Fund 102)
\$15,330.41	City of Marysville
\$4,790.75	City of Wheatland

### BACKGROUND:

Measure D was approved by Yuba County voters in November 2004 and established a 15 cent per ton fee on all aggregate and asphalt concrete produced in the County. In December of 2005 the Board decided on an allocation of the funds with half being dedicated to aggregate haul routes in the County and the other half divided by maintained miles between the County, Marysville and Wheatland for road maintenance.

### DISCUSSION:

Public Works obtained the state verified maintained road miles from both Marysville and Wheatland, and the fund balance of Measure D funds from the Auditor as of May 31, 2015, which has already had the administrative fee of 3% deducted. There is a total of \$383,260.24 available for disbursement and it is recommended that this amount be distributed to the Road Fund, City of Marysville, and City of Wheatland using the following breakdown. The summary of maintained miles and amounts are as follows:

Yuba County	50% (haul routes)	\$191,630.12	
	<u>Maintained Miles</u>	<u>% of total miles</u>	
Yuba County	652.7 miles	89.5%	\$171,508.96
City of Marysville	58.4 miles	8.0%	\$15,330.41
City of Wheatland	18.4 miles	2.5%	\$4,790.75

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as the method of disbursement was determined by the Board in December 2005. No Committee action is required.

### FISCAL IMPACT:

This action will provide revenue to the Road Fund to be used on road improvement projects.

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



255-15

**BUILDING**

749-5440 • Fax 749-5616

**CODE ENFORCEMENT**

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**ENVIRONMENTAL HEALTH • CUPA**

749-5450 • Fax 749-5454

**PLANNING**

749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**

749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**

749-5430 • Fax 749-5434

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Contract No. 2015-8058 Olivehurst Avenue Complete Streets Project

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, with a tentative bid opening date of July 21, 2015. Specifications are available for review at Public Works.

BACKGROUND:

The project will in general consists of placing and/or replacing drain culverts, placing new curb, gutter, and sidewalk, placing hot mix asphalt, and placing thermoplastic striping along Olivehurst Avenue from Seventh Avenue to McGowan Parkway. The project will be funded partially through the federal program for Congestion Mitigation and Air Quality (CMAQ) projects. The remaining portion will be funded by local funds.

DISCUSSION:

The work in general will consist of creating a safer more usable roadway for pedestrians, bicyclists and motor vehicles.

The engineer's estimate for the project is approximately \$2,042,000. The project is anticipated to be completed by December 2015 pending weather conditions.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

Federal CMAQ funding will be used for \$1,327,950 of the project cost with local funds from Trust 188 County Wide Traffic Impact Fees covering the remainder (approximately \$714,050).

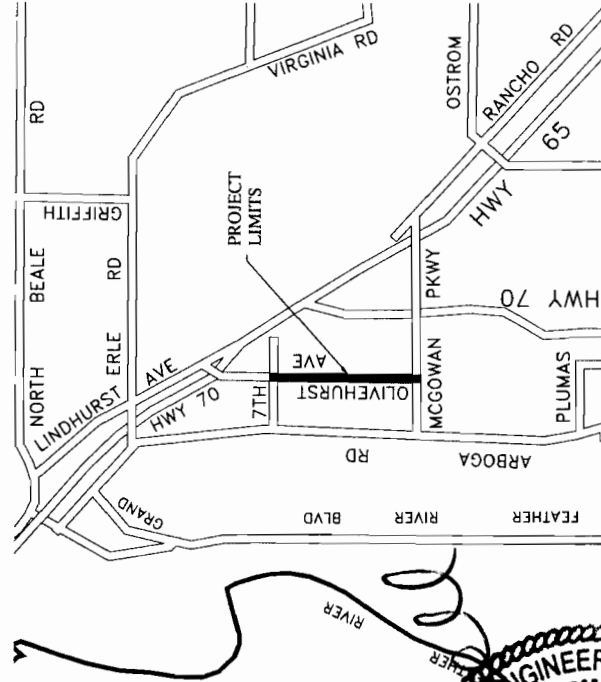
# INDEX OF SHEETS

SHEET NO.	DRAWING TITLE
1	T-1 TITLE SHEET
2	T-2 GENERAL NOTES, LEGEND AND CONTACT LIST
3	T-3 CONSTRUCTION DETAILS - CURB RETURN DETAILS
4	T-4 CONSTRUCTION DETAILS - CURB RETURN DETAILS CONT.
5	T-5 CONSTRUCTION DETAILS - CURB RETURN DETAILS CONT.
6	T-6 CONSTRUCTION DETAILS - CURB RETURN DETAILS CONT.
7	G-1 GRINDING - STA 11+00 TO STA 22+00
8	G-2 GRINDING - STA 22+00 TO STA 34+00
9	G-3 GRINDING - STA 34+00 TO STA 46+00
10	G-4 GRINDING - STA 46+00 TO STA 58+00
11	G-5 GRINDING - STA 58+00 TO STA 70+00
12	G-6 GRINDING - STA 70+00 TO STA 78+12.29
13	C-1 PLAN & PROFILE - STA 10+00 TO STA 18+00
14	C-2 PLAN & PROFILE - STA 18+00 TO STA 22+00
15	C-3 PLAN & PROFILE - STA 22+00 TO STA 28+00
16	C-4 PLAN & PROFILE - STA 28+00 TO STA 34+00
17	C-5 PLAN & PROFILE - STA 34+00 TO STA 40+00
18	C-6 PLAN & PROFILE - STA 40+00 TO STA 46+00
19	C-7 PLAN & PROFILE - STA 46+00 TO STA 52+00
20	C-8 PLAN & PROFILE - STA 52+00 TO STA 58+00
21	C-9 PLAN & PROFILE - STA 58+00 TO STA 64+00
22	C-10 PLAN & PROFILE - STA 64+00 TO STA 70+00
23	C-11 PLAN & PROFILE - STA 70+00 TO STA 78+12.29
24	C-12 PLAN & PROFILE - MCGOWAN PKWY
25	ST-1 STRIPING - STA 11+00 TO STA 22+00
26	ST-2 STRIPING - STA 22+00 TO STA 34+00
27	ST-3 STRIPING - STA 34+00 TO STA 46+00
28	ST-4 STRIPING - STA 46+00 TO STA 58+00
29	ST-5 STRIPING - STA 58+00 TO STA 70+00
30	ST-6 STRIPING - OLIVEHURST AVE STA 70+00 TO STA 78+12.29
31	MCGOWAN PKWY STA 34+35 TO STA 38+80
32	BMP-1 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
33	BMP-2 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
34	BMP-3 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
35	BMP-4 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
36	BMP-5 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
37	BMP-6 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
38	BMP-7 CONCEPTUAL STORM WATER POLLUTION PREVENTION PLAN
39	TS-1 TRAFFIC SIGNAL PLAN
40	DWY-1 DRIVEWAY TABLES
41	DWY-2 DRIVEWAY TABLES CONT. & YARD DRAIN SCHEDULE

## COUNTY OF YUBA PROJECT PLANS FOR CONSTRUCTION OF THE OLIVEHURST AVE COMPLETE STREETS PROJECT

YUBA COUNTY, CALIFORNIA  
CONTRACT NO. 2015-8058

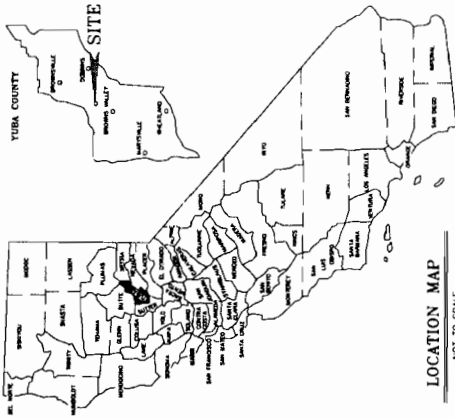
TO BE SUPPLEMENTED WITH STANDARD PLANS AND SPECIFICATIONS DATED 2010, OF THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE LATEST REVISED STATE STANDARD  
SPECIFICATIONS, AND THE YUBA COUNTY STANDARD PLANS AND SPECIFICATIONS



SITE PLAN  
NOT TO SCALE

### LOCATION MAP

NOT TO SCALE



YUBA COUNTY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF  
ELECTRONIC COPIES OF THIS PLAN SHEET.

NOTE: THE CONTRACTOR SHALL POSSESS THE FOLLOWING CONTRACTOR  
LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED  
A. GENERAL ENGINEERING

APPROVED BY:

MARY JANE GREGG  
CLERK  
BOARD OF SUPERVISORS

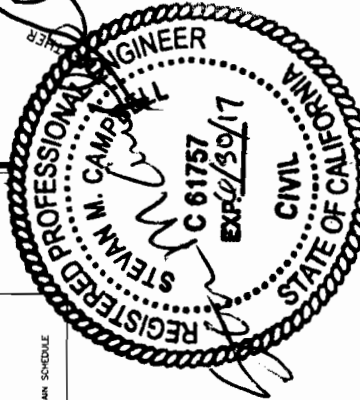
DATE:

APPROVED BY:

MICHAEL LEE, P.E.  
PUBLIC WORKS DIRECTOR  
COUNTY OF YUBA  
RCE 55795 EXP 12/31/2016

DATE:

4/11/15



BENCHMARK ELEVATION: SEE SHEET 2 OF 40

REVISION	DATE	DESCRIPTION
BY		

COUNTY OF YUBA  
DEPARTMENT OF PUBLIC WORKS

915 8th ST, SUITE 125, YUBA, CA 95901  
(530) 748-5420  
(530) 748-5424 FAX

DRAWN BY:	S. CAMPBELL
CHECKED BY:	S. CAMPBELL
SUBMITTED BY:	S. CAMPBELL
RCE NO.	61757

SCALE:

HORIZONTAL

N/A

VERTICAL

N/A

OLIVEHURST AVE COMPLETE STREETS PROJECT

TITLE SHEET, LOCATION MAP, SITE PLAN  
AND INDEX OF SHEETS

DWG # T-1

SHEET

1

40

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

June 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications & Estimate and Authorization for Advertisement of Bids for Hammonton - Smartsville Road Shoulder Widening & Curve Correction Project

### RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of August 11, 2015. The Specifications are available for review at Public Works.

### BACKGROUND:

This project will widen shoulders and improve curve alignment on a segment of Hammonton - Smartsville Road from Doolittle Gate Road to 2 miles east. This segment of roadway qualified for federal aid through the High Risk Rural Road (HRRR) program.

### DISCUSSION:

The work in general will consist of improving the vertical and horizontal curves, placing drainage culverts and widening the shoulders to seven feet consisting of four feet of hot mix asphalt and three feet of gravel. Work will also include a 2 inch overlay and new striping. The engineer's estimate for construction and construction engineering costs is approximately \$1.2 million. The project is anticipated to be completed by December of 2015.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

### FISCAL IMPACT:

The construction of the shoulder widening project will be funded through the HSIP/HRRR Program (\$805,500 federal share), requiring a local match of 10%. A pavement overlay within the project limits, estimated at \$250,000 will be paid 100% by the County using Measure D funds. Funds for the construction and construction engineering exceeding the \$805,500 available in federal aid will be paid for with Measure D funds.

# INDEX OF SHEETS

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4	PLAN & PROFILE STA 83+00 TO STA 89+00	C-4
5	PLAN & PROFILE STA 89+00 TO STA 101+00	C-5
6	PLAN & PROFILE STA 101+00 TO STA 107+00	C-6
7	CONCEPTUAL ECDP 11+00 TO 17+00	EC-1
8	CONCEPTUAL ECDP 17+00 TO 23+00	EC-2
9	CONCEPTUAL ECDP 23+00 TO 29+00	EC-3
10	CONCEPTUAL ECDP 29+00 TO 35+00	EC-4
11	CONCEPTUAL ECDP 35+00 TO 41+00	EC-5
12	CONCEPTUAL ECDP 41+00 TO 47+00	EC-6
13	CONCEPTUAL ECDP 47+00 TO 53+00	EC-7
14	CONCEPTUAL ECDP 53+00 TO 59+00	EC-8
15	CONCEPTUAL ECDP 59+00 TO 65+00	EC-9
16	CONCEPTUAL ECDP 65+00 TO 71+00	EC-10
17	CONCEPTUAL ECDP 71+00 TO 77+00	EC-11
18	CONCEPTUAL ECDP 77+00 TO 83+00	EC-12
19	CONCEPTUAL ECDP 83+00 TO 89+00	EC-13
20	CONCEPTUAL ECDP 89+00 TO 95+00	EC-14
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22	CONCEPTUAL ECDP 101+00 TO 107+00	EC-16
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24	CONCEPTUAL ECDP 113+00 TO 119+00	EC-18
25	CONCEPTUAL ECDP 119+00 TO 125+00	EC-19
26	CONCEPTUAL ECDP 125+00 TO 131+00	EC-20
27	CONCEPTUAL ECDP 131+00 TO 137+00	EC-21
28	CONCEPTUAL ECDP 137+00 TO 143+00	EC-22
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30	CONCEPTUAL ECDP 149+00 TO 155+00	EC-24
31	CONCEPTUAL ECDP 155+00 TO 161+00	EC-25
32	CONCEPTUAL ECDP 161+00 TO 167+00	EC-26
33	CONCEPTUAL ECDP 167+00 TO 173+00	EC-27
34	CONCEPTUAL ECDP 173+00 TO 179+00	EC-28
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36	CONCEPTUAL ECDP 185+00 TO 191+00	EC-30
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43	CONCEPTUAL ECDP 227+00 TO 233+00	EC-37
44	CONCEPTUAL ECDP 233+00 TO 239+00	EC-38
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46	CONCEPTUAL ECDP 245+00 TO 251+00	EC-40
47	CONCEPTUAL ECDP 251+00 TO 257+00	EC-41
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50	CONCEPTUAL ECDP 269+00 TO 275+00	EC-44
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59	CONCEPTUAL ECDP 323+00 TO 329+00	EC-53
60	CONCEPTUAL ECDP 329+00 TO 335+00	EC-54
61	CONCEPTUAL ECDP 335+00 TO 341+00	EC-55
62	CONCEPTUAL ECDP 341+00 TO 347+00	EC-56
63	CONCEPTUAL ECDP 347+00 TO 353+00	EC-57
64	CONCEPTUAL ECDP 353+00 TO 359+00	EC-58
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67	CONCEPTUAL ECDP 371+00 TO 377+00	EC-61
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70	CONCEPTUAL ECDP 389+00 TO 395+00	EC-64
71	CONCEPTUAL ECDP 395+00 TO 401+00	EC-65
72	CONCEPTUAL ECDP 401+00 TO 407+00	EC-66
73	CONCEPTUAL ECDP 407+00 TO 413+00	EC-67
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84	CONCEPTUAL ECDP 473+00 TO 479+00	EC-78
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87	CONCEPTUAL ECDP 491+00 TO 497+00	EC-81
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89	CONCEPTUAL ECDP 503+00 TO 509+00	EC-83
90	CONCEPTUAL ECDP 509+00 TO 515+00	EC-84
91	CONCEPTUAL ECDP 515+00 TO 521+00	EC-85
92	CONCEPTUAL ECDP 521+00 TO 527+00	EC-86
93	CONCEPTUAL ECDP 527+00 TO 533+00	EC-87
94	CONCEPTUAL ECDP 533+00 TO 539+00	EC-88
95	CONCEPTUAL ECDP 539+00 TO 545+00	EC-89
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103	CONCEPTUAL ECDP 587+00 TO 593+00	EC-97
104	CONCEPTUAL ECDP 593+00 TO 599+00	EC-98
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107	CONCEPTUAL ECDP 611+00 TO 617+00	EC-101
108	CONCEPTUAL ECDP 617+00 TO 623+00	EC-102
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111	CONCEPTUAL ECDP 635+00 TO 641+00	EC-105
112	CONCEPTUAL ECDP 641+00 TO 647+00	EC-106
113	CONCEPTUAL ECDP 647+00 TO 653+00	EC-107
114	CONCEPTUAL ECDP 653+00 TO 659+00	EC-108
115	CONCEPTUAL ECDP 659+00 TO 665+00	EC-109
116	CONCEPTUAL ECDP 665+00 TO 671+00	EC-110
117	CONCEPTUAL ECDP 671+00 TO 677+00	EC-111
118	CONCEPTUAL ECDP 677+00 TO 683+00	EC-112
119	CONCEPTUAL ECDP 683+00 TO 689+00	EC-113
120	CONCEPTUAL ECDP 689+00 TO 695+00	EC-114
121	CONCEPTUAL ECDP 695+00 TO 701+00	EC-115
122	CONCEPTUAL ECDP 701+00 TO 707+00	EC-116
123	CONCEPTUAL ECDP 707+00 TO 713+00	EC-117
124	CONCEPTUAL ECDP 713+00 TO 719+00	EC-118
125	CONCEPTUAL ECDP 719+00 TO 725+00	EC-119
126	CONCEPTUAL ECDP 725+00 TO 731+00	EC-120
127	CONCEPTUAL ECDP 731+00 TO 737+00	EC-121
128	CONCEPTUAL ECDP 737+00 TO 743+00	EC-122
129	CONCEPTUAL ECDP 743+00 TO 749+00	EC-123
130	CONCEPTUAL ECDP 749+00 TO 755+00	EC-124
131	CONCEPTUAL ECDP 755+00 TO 761+00	EC-125
132	CONCEPTUAL ECDP 761+00 TO 767+00	EC-126
133	CONCEPTUAL ECDP 767+00 TO 773+00	EC-127
134	CONCEPTUAL ECDP 773+00 TO 779+00	EC-128
135	CONCEPTUAL ECDP 779+00 TO 785+00	EC-129
136	CONCEPTUAL ECDP 785+00 TO 791+00	EC-130
137	CONCEPTUAL ECDP 791+00 TO 797+00	EC-131
138	CONCEPTUAL ECDP 797+00 TO 803+00	EC-132
139	CONCEPTUAL ECDP 803+00 TO 809+00	EC-133
140	CONCEPTUAL ECDP 809+00 TO 815+00	EC-134
141	CONCEPTUAL ECDP 815+00 TO 821+00	EC-135
142	CONCEPTUAL ECDP 821+00 TO 827+00	EC-136
143	CONCEPTUAL ECDP 827+00 TO 833+00	EC-137
144	CONCEPTUAL ECDP 833+00 TO 839+00	EC-138
145	CONCEPTUAL ECDP 839+00 TO 845+00	EC-139
146	CONCEPTUAL ECDP 845+00 TO 851+00	EC-140
147	CONCEPTUAL ECDP 851+00 TO 857+00	EC-141
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169	CONCEPTUAL ECDP 983+00 TO 989+00	EC-163
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210	CONCEPTUAL ECDP 1229+00 TO 1235+00	EC-204
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213	CONCEPTUAL ECDP 1247+00 TO 1253+00	EC-207
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217	CONCEPTUAL ECDP 1271+00 TO 1277+00	EC-211
218	CONCEPTUAL ECDP 1277+00 TO 1283+00	EC-212
219	CONCEPTUAL ECDP 1283+00 TO 1289+00	EC-213
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245	CONCEPTUAL ECDP 1439+00 TO 1445+00	EC-239
246	CONCEPTUAL ECDP 1445+00 TO 1451+00	EC-240
247	CONCEPTUAL ECDP 1451+00 TO 1457+00	EC-241
248	CONCEPTUAL ECDP 1457+00 TO 1463+00	EC-242
249		

# The County of Yuba

## OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CALIFORNIA 95901-5273  
(530) 749-7575 FAX (530) 749-7312



**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator *RB*

SUBJECT: Regional Waste Management Authority Grant Application/Used Oil  
Payment Program (OPP) Cycle Six Application for Fiscal Year 2015/16

DATE: June 23, 2015

### **Recommended Action:**

Staff recommends Board of Supervisors authorization of a Regional Waste Management Authority (RWMA) grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2015/2016, by approving submittal of the County Administrator's letter.

### **Background and Discussion:**

The Regional Waste Management Authority (RWMA) is preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2015/16. The grant application is due by June 30, 2015, and the letters of authorization and RWMA resolution are due by July 30, 2015. The total grant funding for FY 2014/15 for the six RWMA member jurisdictions was \$59,677 and the total grant funding for FY 2015/16 is expected to be a similar amount. The final payment amount will be provided by CalRecycle when the payments are distributed.

The grant funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed.
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers/classes that participate.
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and at the Marysville Material Recovery Facility (MRF)/Transfer Station.
- Load checking costs at the Marysville MRF/Transfer Station.
- Administrative costs.

The payment program application is being submitted as a regional program under the authority of the RWMA Joint Powers Agreement. CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. The authorization can be in the form of a letter signed by the County Administrator.

**Committee Recommendation:**

Due to the routine nature of this action, it was not presented at the committee level.

**Fiscal**

There are no known costs to the County for these grant funds.



**DRAFT**

June 23, 2015

Keith Martin, Administrator  
Regional Waste Management Authority  
2100 B Street  
Marysville, CA 95901

**Re: Authorization Letter for Used Oil Payment Program Cycle 6 for Fiscal Year 2015/2016**

Dear Mr. Martin:

As County Administrator of the County of Yuba, I am authorized to contractually bind the County of Yuba and hereby authorize the Regional Waste Management Authority to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the County of Yuba. The Regional Waste Management Authority is hereby authorized to execute all documents necessary to implement and secure payment under the Used Oil Payment Programs on behalf of the County of Yuba as a Regional Participant.

Sincerely,

Robert Bendorf  
County Administrator  
(530) 749-7575

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# The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



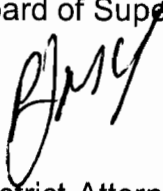
258-15

PATRICK McGRATH  
DISTRICT ATTORNEY

(530) 749-7770  
FAX (530) 749-7363

**DATE:** May 15, 2015

**TO:** Yuba County Board of Supervisors

**FROM:** Patrick McGrath  
District Attorney 

**SUBJECT:** Authorize the District Attorney to act as the signing authority on behalf of the Board of Supervisors and execute Grant Award Agreements for funding under the federal Justice Assistance Grant program made available through the United States Bureau of Justice Assistance.

**RECOMMENDATION:** Recommend that the Board adopt a Resolution authorizing the District Attorney to act as the signing authority to execute grant award documents to receive continuation funding made available through the Justice Assistance Grant program administered through the United States Bureau of Justice Assistance (BJA).

**BACKGROUND:** The BJA has announced it is extending criminal justice funding to Yuba County for FY 15/16 in the amount of \$14,980 through the Justice Assistance Grant program. JAG funding has been approved in the previous six fiscal years. The proposed Resolution will authorize the District Attorney to submit the proposal by the June 26<sup>th</sup> deadline and sign grant-related documents after the application has received final approval from the federal Bureau of Justice Assistance.

**DISCUSSION:** The award of JAG funding will provide revenue to augment child abuse prosecutions and maintain current service levels in FY 15/16.

**FISCAL IMPACT:** No matching funds are required. Receipt of the funding will have no general fund impact for FY 15/16.

**COMMITTEE ACTION:** This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.

Attachment

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DISTRICT )	
ATTORNEY OF YUBA COUNTY TO ENTER )	
INTO AGREEMENTS WITH THE UNITED STATES) )	
BUREAU OF JUSTICE ASSISTANCE FOR GRANT) )	
FUNDING AND ACT AS THE SIGNING )	RESOLUTION NO.
AUTHORITY ON BEHALF OF THE COUNTY OF )	
YUBA TO EXECUTE REQUIRED GRANT )	_____
DOCUMENTS )	
_____ )	

WHEREAS the Yuba County Board of Supervisors desires to continue a certain project designated as the District Attorney Child Abuser Prosecution Project through funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Child Abuser Prosecution Project proposal to the United States Bureau of Justice Assistance and is authorized to sign and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2014 and ending September 30, 2018,

including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the day of \_\_\_\_\_, 2015, by the following vote:

Ayes:

Noes:

Absent:

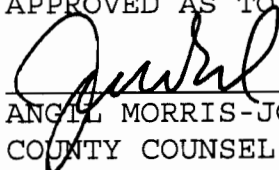
Abstain:

\_\_\_\_\_  
Mary Jane Griego  
CHAIRMAN

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
ANGIL MORRIS-JONES  
COUNTY COUNSEL

# The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



259-15

PATRICK McGRATH  
DISTRICT ATTORNEY

(530) 749-7770  
FAX (530) 749-7363

**DATE:** May 29, 2015

**TO:** Yuba County Board of Supervisors

**FROM:** Patrick McGrath  
District Attorney *PMG*

**SUBJECT:** Approve a Budget Transfer and Revenue Revision adjusting appropriations and revenue to reconcile year-end expenditures and revenue.

**RECOMMENDATION:** Recommend to the Board the approval of revisions to eight line-item appropriation accounts and three revenue accounts to reconcile year-end revenues and expenditures in the District Attorney FY 14/15 budget.

**BACKGROUND:** The proposed Budget Transfer will reconcile the District Attorney's adopted budget to actual year-end revenues and expenditures. Of note, an overall reduction of \$8,600 of unrealized state and local revenue was offset during the year by increases to other revenue and decreases to operating expenses. Appropriation increases reflect actual expenditures over anticipated costs.

The individual details of each appropriation and revenue modification are provided on the Budget Transfer and Revenue Revision. The proposal has been reviewed with the County Administrator's office.

**DISCUSSION:** The action is necessary to reconcile the District Attorney's adopted budget to estimated year end expenditures and revenues.

**FISCAL IMPACT:** The proposed Revision has no net impact on the FY 14/15 General Fund contribution to the District Attorney's budget.

**COMMITTEE ACTION:** This matter was not taken to the Law and Justice Committee as it involves routine year-end budget reconciliation without any General Fund impact.

Attachment

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**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 14/15

**PREPARED BY/PHONE** Patrick McGrath (7760)

[illegible]

**EXPLANATION FOR BUDGET ADJUSTMENT:**

Year end fiscal reconciliation: balance unrealized state and local revenue with increased revenue from share of CSA-70 distribution (transferred to DA miscellaneous) and appropriation reductions; increase appropriations to reflect actual expenditures.

**FUNDING SOURCE FOR INCREASES:**

BUDGET TRANSFER #


(assigned by ACO)

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**

**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

ty and appropriateness of budget amounts, balances, and



SIGNATURE OF AUTHORIZED OFFICIAL

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

been verified and approved.

[Signature] 4/13/15

SIGNATURE DATE

**SIGNATURE**

DATE \_\_\_\_\_

Robert Bendry / En 6/1/11  
SIGNATURE DATE

SIGNATURE

DATE \_\_\_\_\_

\_\_\_\_\_

SIGNATURE DATE

**SIGNATURE**

DATE \_\_\_\_\_

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

GENERAL LEDGER:

GENERAL LEDGER:				
FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE \_\_\_\_\_

**AUDITOR-CONTROLLER'S OFFICE**  
**JOURNAL ENTRY REQUEST FORM**

PREPARED BY/PHONE#: Michelle A. Manning, Sheriff's Financial Manager 749-7732

In accordance with established procedures, please transfer funding from the CSA #70 Law Enforcement Trust 781, to the participating agencies listed below. Transfers are included within the Fiscal Year 14-15 adopted budget.

[illegible]

<b>TOTALS</b>	175,000.00	175,000.00
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# COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES

**ROBERT BENDORF**  
COUNTY ADMINISTRATOR  
DIRECTOR OF EMERGENCY SERVICES

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**HOLLY POWERS**  
EMERGENCY OPERATIONS MANAGER

### Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager  
Holly Powers, Emergency Operations Planner

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: June 23, 2015

#### Recommendation:

The Board of Supervisors adopt a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

#### Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on June 2, 2015.

#### Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation 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.

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

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL DROUGHT</b>	)	
<b>EMERGENCY IN THE COUNTY OF</b>	)	
<b>YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS**, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

**WHEREAS**, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# The County of Yuba

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## HEALTH & HUMAN SERVICES DEPARTMENT



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**Jennifer Vasquez, Director**

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



**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director   
Tony Roach, Program Manager   
Health & Human Services Department

**DATE:** June 23, 2015

**SUBJECT:** Board of Supervisors Authorization to Solicit Proposals for  
Counseling, Therapeutic and/or Evaluation Services

**RECOMMENDATION:** It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to solicit proposals for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services Division (CWS) program.

**BACKGROUND:** The county is required to provide counseling, therapeutic, and/or evaluation services to qualified children and families in the CWS program. The county has been contracting for several years with various licensed professionals to provide the required counseling, therapeutic and/or evaluation services to children and families dealing with individual and family issues. Those contracts are due to expire on June 30, 2015.

**DISCUSSION:** Pursuant to Section 2.0(b) of the County Purchasing and Contract Policy Manual, the county is required to solicit competitive proposals for contracts in the amount of \$15,000.00 or more. To meet the contracting requirements, HHSD will solicit proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families of CWS to strengthen families and support the reunification process.

**COMMITTEE:** The Health and Human Services Committee recommended approval on June 2, 2015.

**FISCAL IMPACT:** Approval of this authorization will not impact County General Funds. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal dollars.

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# The County of Yuba

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## HEALTH & HUMAN SERVICES DEPARTMENT

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**Jennifer Vasquez, Director**

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



**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director *JV*  
Tracy Bryan, Program Manager *TB*  
Health & Human Services Department

**DATE:** June 23, 2015

**SUBJECT:** Resolution authorizing the Director or designee to execute California Work Opportunity and Responsibility to Kids (CalWORKs) Subsidized Employment Work Site Agreements

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the Resolution of the Board authorizing the Director of the Health and Human Services Department or designee to execute CalWORKs program subsidized employment worksite agreements with contractors.

**BACKGROUND:** The Health and Human Services Department, through its Employment Services, is responsible for administering a subsidized employment program for CalWORKs participants. The subsidized employment program is a Welfare-to-Work activity which provides participants an opportunity to gain valuable vocational training in partnership with local employers. As participants develop necessary skills and valuable job experience, employers are partially reimbursed for wages paid to the participants. The goal is for participants to transition from unemployment to self-sufficiency. Additionally, this activity provides another option to meet federal work participation requirements. The services provided under this agreement will assist participants in achieving self-sufficiency by preparing them for unsubsidized employment, as well as creating job opportunities.

**DISCUSSION:** The Subsidized Work Experience Agreement will allow Employment Services to enter into contracts with employers willing to provide onsite training to CalWORKs participants. The agreement is being amended to update the guidelines for wage reimbursements in accordance with regulatory requirements.

**COMMITTEE:** Due to the routine nature of this request, the Health and Human Services Committee was bypassed.

**FISCAL IMPACT:** Approval of this Resolution will have no fiscal impact to the County General Fund.

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

<b>RESOLUTION AUTHORIZING THE</b>	)	
<b>DIRECTOR OR HIS/HER DESIGNEE OF THE</b>	)	
<b>HEALTH AND HUMAN SERVICES</b>	)	<b>RESOLUTION NO. _____</b>
<b>DEPARTMENT TO EXECUTE CALWORKS</b>	)	
<b>PROGRAM SUBSIDIZED EMPLOYMENT</b>	)	
<b>PROGRAM AGREEMENTS WITH WORK</b>	)	
<b>SITE CONTRACTORS</b>	)	

---

**WHEREAS**, pursuant to the CalWORKs Program, codified in Division 9, Part 3, Chapter 2, commencing with Section 11320, of the California Welfare and Institutions Code, the County of Yuba is required to provide employment and training programs to qualified participants in the CalWORKs Program; and

**WHEREAS**, the Health and Human Services Department of the County, through its Employment Services Division, is assigned the responsibility of administering the CalWORKs Program on behalf of the County; and

**WHEREAS**, it is necessary for the County to enter into multiple contracts with various public and private entities to provide training and work sites for the CalWORKs participants; and

**WHEREAS**, Resolution of the Board of Supervisors Number 2014-110 was adopted on November 18, 2014, and authorized the Director of the Health and Human Services Department to execute Subsidized Employment Program Agreements in the form attached thereto; and

**WHEREAS**, since the adoption of Board Resolution Number 2014-110 on November 18, 2014 the Subsidized Employment Program Agreement has been revised.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba hereby authorizes the Director of the Health & Human Services Department, or his/her designee, to execute, on behalf of the County of Yuba, Subsidized Employment Program Agreements in the form attached hereto and incorporated herein by this reference.

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**BE IT FURTHER RESOLVED**, that this Resolution repeals Resolution of the Board of Supervisors Number 2014-110 and this Resolution shall remain in effect until repealed or until the work experience component of the CalWORKs Program is repealed, whichever is the first to occur.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

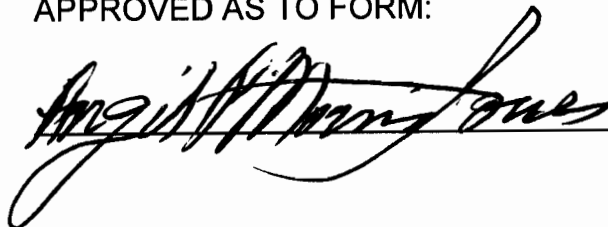
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Chair

ATTEST: DONNA STOTTLEYMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

A handwritten signature in black ink, reading "Angil P. Morris-Jones", is written over a horizontal line.

**CALIFORNIA WORK OPPORTUNITY  
and  
RESPONSIBILITY TO KIDS PROGRAM  
(CalWORKs)**

**SUBSIDIZED EMPLOYMENT  
WORK SITE AGREEMENT**

This agreement is entered into on the date set forth below between the County of Yuba ("COUNTY"), a political subdivision of the State of California, on behalf of its Health and Human Services Department, and \_\_\_\_\_ (hereinafter "CONTRACTOR"), a [ ] public entity; [ ] private non-profit entity; [ ] private for profit entity on the.

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, codified in Division 9, Part 3, Chapter 2 commencing with Section 11320, of the California Welfare and Institutions Code, COUNTY is required to provide employment and training activities to qualified participants in the CalWORKs program; and

WHEREAS, the Yuba County Health and Human Services Department, through its Employment Services, is assigned the responsibility of administering the CalWORKs Program on behalf of the COUNTY; and

WHEREAS, CONTRACTOR has available a work site and is willing to make that work site available so that participants in the CalWORKs Program can obtain new job skills or enhance existing job skills that will lead to unsubsidized employment.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties, hereto agree as follows:

**1. TERM**

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

The term of this Agreement shall become effective on the Commencement date set forth above, 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.

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.

## **2. SERVICES**

### **A. CONTRACTOR agrees:**

- 1) The CalWORKs participant is hired as a member of the CONTRACTOR'S workforce and CONTRACTOR is obligated to compensate the CalWORKs participant for work performed as follows:
  - a. Add the CalWORKs participant to payroll and be subject to all tax withholdings, social security withholdings, Employer Federal Insurance Contributions Act (FICA), California Unemployment Insurance, State Disability Insurance and Worker's Compensation as required by law. Other employee benefits such as medical or dental insurance are optional and shall not be reimbursed by COUNTY;
  - b. Pay the CalWORKs participant an hourly wage which is no less than the minimum wage established for the State of California; and
  - c. Pay the CalWORKs participant the same wage rate as non-subsidized employees performing the same or similar work; and
  - d. Ensure the prevailing wage requirement is applied to CalWORKs participant's if applicable to the position; and
  - e. Ensure the CalWORKs participant is provided the same benefits and wage increases as non-subsidized employees who are performing the same or similar work.
- 2) Provide supervised work as a training element for subsidized employment participants referred to the CONTRACTOR by COUNTY.
- 3) Report the CalWORKs participant's attendance and information relating to performance as may be required by COUNTY in a timely manner. CONTRACTOR understands that the CalWORKs participant may not participate in the work activity more than the number of hours per week authorized by the COUNTY. The COUNTY's responsibility for reimbursement of the assignment shall not exceed 12 months.
- 4) Inform and consider the CalWORKs participant for any job opening occurring at the work site and to provide the participant with the

opportunity to participate in classified service examinations equivalent to the position the participant occupies.

- 5) Utilize the CalWORKs participant to perform duties at the training level.
- 6) Provide each participant:
  - a. Orientation to the work site (i.e. conditions of work, employer expectations, etc.)
  - b. Reasonable and proper supervision and instructions regarding duties and work activity.
  - c. Safety instructions and equipment necessary for protection against injury and damage in accordance with OSHA Guidelines.
  - d. The same working conditions as CONTRACTOR'S current employees and as required by law. (i.e., conditions of work, employer expectations, etc.)
  - e. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.
- 7) Furnish comprehensive general liability insurance protection and comprehensive automobile liability insurance coverage if CalWORKs participant operates any motor vehicle or heavy equipment as part of the work assignment. CONTRACTOR agrees to provide evidence of insurance coverage to COUNTY upon request.

**B. CONTRACTOR assures that:**

- 1) Participants will be used in positions to supplement its workforce. CONTRACTOR understands that under no circumstances shall a CalWORKs participant supplant regular employees of CONTRACTOR, pursuant to Welfare and Institutions Code Section 11324.6, which states a subsidized employment position may not be created as a result of, and may not result in any of the following:

- a. Displacement or partial displacement of CONTRACTOR'S current employees, including, but not limited to, a reduction in hours on non-overtime and overtime work, wages or employment benefits.
- b. The filling of positions which would otherwise be promotional opportunities for CONTRACTOR'S current employees, except when positions are to be filled through an open process in which CalWORKs participants are provided equal opportunity to compete.
- c. The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
- d. The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
- e. The filling of a position created by termination in work force, caused by the CONTRACTOR'S intent to fill the position pursuant to the CalWORKs Program.
- f. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between CONTRACTOR and CONTRACTOR'S employees.
- g. The filling of a work assignment customarily performed by a worker in a job classification with a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- h. The termination of contract services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the CONTRACTOR'S intent to fill the position with a subsidized position pursuant to the CalWORKs Program.
- i. The denial to a CalWORKs participant of protections afforded other workers on the work site by the state and federal laws governing workplace health, safety, and representation.

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**C. CONTRACTOR shall:**

- 1) Notify the appropriate labor union of the use of a CalWORKs participant by the CONTRACTOR; and
- 2) Notify non-union employees of the use of a CalWORKs participant by the CONTRACTOR and the availability of the grievance process by the display of the Notice to Employee (Exhibit A) at CONTRACTOR'S work site, provided no CalWORKs participant is identified in said display.
  - a. All displacement complaints shall be in written form and shall include the full name, address (if any) and the telephone number (if any) of the alleged displaced employee, the full name of the employer against whom the complaint is filed, a clear and concise statement of the facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury. The grievance procedure required by the Manual of Policies and Procedures is attached hereto and incorporated herein by this reference as Exhibit B.

**D. COUNTY shall:**

- 1) Provide an orientation to each CONTRACTOR's worksite supervisor. The orientation will include, but is not limited to, a review of Subsidized Employment Program policies and procedures.
- 2) Respond to CONTRACTOR as requested involving personnel issues.
- 3) Have the right to observe and monitor all conditions and activities involved in the performance of this agreement.
- 4) Have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

**3. PAYMENT**

- A. COUNTY shall reimburse CONTRACTOR the total gross earnings paid to the CalWORKs participant as follows and as detailed in Exhibit D- Payment Reimbursement Agreement:



- 1) One Hundred percent (100%) of gross earnings paid to CalWORKs participant throughout the first three months of employment.
  - 2) Seventy-Five percent (75%) of gross earnings paid to CalWORKs participant throughout months 4-6 of employment.
  - 3) Fifty percent (50%) of gross earnings paid to CalWORKs participant throughout months 7-9 of employment.
  - 4) Twenty five percent (25%) of gross earnings paid to CalWORKs participant throughout months 10-12 of employment.
- B. "Gross earnings" means the money earned based on hourly pay before any taxes or other deductions have been taken out. If the participant makes \$10/hr and works for 40 hours, then the participant's gross earnings are \$400.
- C. COUNTY will not reimburse CONTRACTOR for any overtime hours worked.
- D. COUNTY will not reimburse CONTRACTOR for any hours worked over the authorized amount for each participant.
- E. COUNTY shall reimburse CONTRACTOR a fee not to exceed Forty Five Thousand Dollars (\$45,000.00) for the duration of the Agreement.
- F. CONTRACTOR agrees to provide a complete monthly invoice attached hereto and incorporated herein by this reference as Exhibit C no later than the 10<sup>th</sup> day of the following month. The invoice must include the CalWORKs participant's payroll record and time card as verification of actual hours worked and actual wages paid during the billing period.
- G. COUNTY will reimburse CONTRACTOR upon review and approval of submitted invoices to the COUNTY to confirm that the hours worked by CalWORKs participant for which payment is requested has been performed. Any overpayment or overtime made to the participant is the sole responsibility of the CONTRACTOR.
- H. COUNTY shall not reimburse any claims submitted beyond thirty days following the termination of this agreement.
- I. COUNTY shall not reimburse wages without the required invoice and supporting documentation.
- J. CONTRACTOR shall not invoice or claim for time not worked such as lunch breaks.

- K. CONTRACTOR understands fraudulent invoices or supporting documentation are subject to criminal penalties.

#### **4. GENERAL PROVISIONS**

- A. Both parties understand that CONTRACTOR is not an agent of the COUNTY. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, expressed or implied to bind COUNTY to any obligation whatsoever.
- B. CONTRACTOR may not assign or subcontract any right or obligation pursuant to the Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- C. No modifications of the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements between the parties that have not been incorporated herein.
- D. CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR, including CalWORKs participants, or applicants for employment or for services or against any member of the public because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provision 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 and incorporated into this agreement by the reference and made part hereof as if set forth in full.
- E. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued to said Act. The Civil Rights Bureau requires the CR 50-Vendor Assurance of Compliance Form (Exhibit E) to be completed for each Agreement that utilizes state and federal funds for the provision of services.
- F. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of Section 405, 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.

- G. CONTRACTOR understands that the California Department of Social Services Manual of Policies and Procedures (MPP) Section 42-720.4 provides that a specific grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant to subsidized employment violates any of the displacement provisions set forth in Section 1 Services, Part III.
- H. 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.
- I. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at CONTRACTOR [www.SAM.gov](http://www.SAM.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.

## **5. TERMINATION**

- A. Either party may terminate this Agreement upon 30 calendar days prior written notice to the other party.
- B. The COUNTY may immediately terminate this Agreement upon violation of the Agreement by CONTRACTOR, a reduction or elimination of program funding or upon termination of employment of the CalWORKs participant or termination of CalWORKs eligibility.

## **6. HOLD HARMLESS**

- A. CONTRACTOR, shall defend, 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 intentional 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 subcontractors, including CalWORKs participants.

- B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, agents, and employees from 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 the COUNTY in the performance of services under this Agreement by COUNTY, or any COUNTY's elected and appointed councils, board, commissions, officers, agents, or employees; however, it is expressly understood that CalWORKs participants are not agents, officers or employees of the COUNTY.

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

**COUNTY OF YUBA**

**CONTRACTOR**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Jennifer Vasquez, Director  
(Printed Name) (Title)

\_\_\_\_\_  
(Printed Name) (Title)

Executed pursuant to Resolution \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones,  
County Counsel

## **NOTICE TO EMPLOYEES**

Your employer has included CalWORKs subsidized employment program participants in the work force at this location. State law prohibits employers from using CalWORKs participants in a way that will cause other employees to lose their jobs, be laid off, or to have work hours reduced, including overtime hours currently being worked. An employer cannot place CalWORKs participants into jobs which would otherwise be promotional opportunities for existing employees, or into vacant positions which are not newly created jobs. Finally an employer must not violate any personnel rules when including a CalWORKs participant in his or her work force.

If you believe your employer has violated any rules disclosed above and this has led to a problem with your job, you may file a complaint with the county. The county will work with your employer to try to resolve the problem. If the problem cannot be worked out, you may request a hearing with the state.

- A complaint against your employer must be in writing and contain the following information:
- Your full name and address (if you have one), and your telephone number (if you have one);
- The full name and address of your employer;
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint;
- A statement that this complaint has been filed under penalty of perjury.

Send your complaints to this address:

YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT  
EMPLOYMENT SERVICES  
CalWORKs WORKSITE COORDINATOR  
P.O. BOX 2320  
MARYSVILLE, CA 95901

## **EMPLOYEE DISPLACEMENT GRIEVANCE PROCESS**

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant for subsidized employment violates any of the displacement provisions set forth in Section 2.

### **1. INFORMAL RESOLUTION**

- A. Upon receipt of a written complaint by the employee or employee's representative, COUNTY shall contact both the complainant and the employer and attempt to informally resolve the complaint. This period of informal resolution shall commence on the date the complaint is received by COUNTY and shall not exceed ten calendar days. However, nothing shall prohibit an informal resolution of the complaint during this grievance process.
- B. Following its efforts to informally resolve the complaint, COUNTY shall send a letter informing the complainant of the following:
  - The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution;
  - The right to request a formal hearing if the complainant is dissatisfied with the employer's informal response;
  - The procedures for filing a formal hearing, including the address to which a request for hearing should be sent; and
  - The time limit for filing a request for formal hearing.

### **2. FORMAL HEARING**

If the complaint cannot be informally resolved, the complainant may request a formal hearing by filing a written request no later than ten calendar days following the employee's receipt of the letter from COUNTY. The date postmarked on this request shall be considered the date of its filing. Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division in accordance with the CDSS MPP, Division 22. The following is an overview of the formal hearing process.

- A. CDSS shall inform all parties in writing of the date, time and location of the hearing.
  - 1) Upon the request of any party to the complaint, a hearing may be postponed for good cause prior to or at the hearing. CDSS shall

have the authority to request verification to support the request for postponement. The criteria for good cause includes, but is not limited to, the following:

- Death in the family
- Personal illness or injury
- Sudden and unexpected emergencies which prevent the complainant or the employer (or their respective authorized representatives) from appearing
- A conflicting court appearance which can not be postponed

B. Attendance at the hearing is ordinarily limited to complainant, COUNTY representative, employer, legal counsel authorized, authorized interpreter, authorized representatives and witnesses relevant to the issue. Other persons may attend if the complainant agrees to or requests their presence and the Administrative Law Judge (ALJ) determines that their presence will not be adverse to the hearing.

- 1) An authorized representative is an individual or organization that has been authorized by the complainant or affected employer to act on their behalf in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend or other spokesperson.

C. The hearing shall be conducted in an impartial manner and recorded. The issues at the hearing shall be limited to those issues which are reasonably related to the request for hearing.

D. The rights of each party to the complaint shall include the right to:

- Examine witnesses and conduct cross-examination
- Introduce exhibits
- Bring witnesses
- Examine all documents
- Make oral or written argument

All testimony given at the formal hearing shall be submitted under oath, affirmation, or penalty of perjury. Any party who wishes to submit a document into evidence shall provide a copy of the document to the other party free of charge.

E. A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by CDSS. Copies of the written decision shall be sent to all affected parties. When the hearing decision upholds the displacement complaint, the decision shall:

- Require termination of the assignment which brought the complaint and any other assignments which have caused the displacement of regular employees.
- Identify those actions which shall be taken to remedy the displacement

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# CalWORKs Subsidized Employment Invoice

\*\*\* HHSD DO NOT IMAGE \*\*\*

\*Submit invoice by 10th of following month\*

Contractor's Name and Address		Contact Name and Phone Number		
Employee ID	Invoice Date	Invoice Number		
Pay Period (from pay stub)	Pay Date (from pay stub)	Hours Worked	Hourly Pay Rate	Amount
SUBTOTAL				
(Reimbursement rate) % OF COUNTY SHARE				
AMOUNT TO REIMBURSE				
<p>Please refer to the Provider Reimbursement Agreement for dates when reimbursement rates change.</p> <p>If reimbursement rate changes mid-pay period, please show hours worked under the old % rate in the section above and the new % rate in the section below.</p> <p>Please contact the Subsidized Employment Coordinator at (530) 749-6891 if you have any questions.</p>				
Pay Period (from pay stub)	Pay Date (from pay stub)	Hours Worked	Hourly Pay Rate	Amount
SUBTOTAL				
(Reimbursement rate) % OF COUNTY SHARE				
AMOUNT TO REIMBURSE				

GRAND TOTAL

## Back-up documentation required:

- ☐ Copy of Time Sheets or Time Cards (must show employee's first and last name)
- ☐ Copy of Pay Stubs or Wage Statements (must reflect all dates listed on this invoice)

## 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 exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

## Mail original invoice and back-up documentation to:

Yuba County Health and Human Services Department  
Attention: CalWORKs Program Manager  
PO Box 2320  
Marysville, CA 95901

Rev 5-2015



Yuba County Health and Human Services Department  
Subsidized Employment Program  
Bridging Business with Ability

Payment Reimbursement Agreement

As per the CalWORKs Subsidized Employment Work Site Agreement the following has been agreed upon:

Yuba County HHSD, Employment Services will reimburse wages for:

Employee Name \_\_\_\_\_ Employee ID# \_\_\_\_\_ A/C \_\_\_\_\_

To: \_\_\_\_\_  
Business Name \_\_\_\_\_

Employee's start date: \_\_\_\_\_

Reimbursement will be made at the rate of:

100% from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (3 months)

75% from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (3 months)

50% from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (3 months)

25% from \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (3 months)

at \$ \_\_\_\_\_ per hour effective \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and ending \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

and Shift Differential (if applicable) at \$ \_\_\_\_\_ per hour effective \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
unless subsidized employment is sooner terminated in accordance with Section 5 of the  
CalWORKs Subsidized Employment Work Site Agreement.

Employee's hours per week will not exceed: \_\_\_\_\_ effective \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Please check all that apply below:

- ☐ This is the **initial** Payment Reimbursement Agreement
- ☐ This is a **change** to the Employee's rate of pay
- ☐ This is a **change** to the Employee's hours per week

We below agree to these terms:

Employer \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

YCHHSD Subsidized Employment Coordinator \_\_\_\_\_ Date \_\_\_\_\_

YCHHSD 493 Payment Reimbursement Agreement (5-2015)

**VENDOR ASSURANCE OF COMPLIANCE  
WITH THE YUBA COUNTY  
WELFARE DEPARTMENT  
NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF VENDOR/RECIPIENT \_\_\_\_\_

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Address of vendor/recipient

(08/13/01)

**CR50-Vendor Assurance of Compliance**

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# The County of Yuba

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## HEALTH & HUMAN SERVICES DEPARTMENT

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**Jennifer Vasquez, Director**

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



**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director *JV*  
Tracy Bryan, Program Manager *TB*  
Health & Human Services Department

**DATE:** June 23, 2015

**SUBJECT:** Agreement with The Salvation Army for Residential Substance Use Treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs)

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the attached Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and The Salvation Army for residential substance use treatment services for CalWORKs clients and their families for the term of July 1, 2015, through June 30, 2016.

**BACKGROUND:** The CalWORKs program provides funding for CalWORKs recipients to receive substance use treatment services in order to eliminate barriers to employment. After an assessment and upon the recommendation from a Substance Abuse Counselor CalWORKs recipients can be referred to residential substance use treatment services provided by The Salvation Army.

**DISCUSSION:** The Health and Human Services Department has the responsibility to provide residential substance use services when necessary to assist CalWORKs families to achieve and maintain self-sufficiency. Under the attached Agreement, The Salvation Army will provide a six-month residential substance use treatment program at The Depot for referred CalWORKs customers and their families at a rate of \$650.00 per month per client; with a maximum cap of \$3,900.00 per client for a six-month period. The total amount payable under this Agreement is \$20,000.00.

**COMMITTEE:** The Human Services Committee was by-passed as there is no General Fund impact.

**FISCAL IMPACT:** Approval of this Agreement will not impact County Funds. Services provided under this Agreement are funded through federal and state dollars.

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for residential substance use treatment services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and The Salvation Army ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of residential substance use treatment services to CalWORKs clients for whom substance use is a barrier to self-sufficiency.

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

#### **2. TERM.**

Commencement Date: July 1, 2015

Termination Date: June 30, 2016

The term of this Agreement shall become effective on July 1, 2015, 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-5.

### **5. ADDITIONAL PROVISIONS.**

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

### **6. GENERAL PROVISIONS.**

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

### **7. DESIGNATED REPRESENTATIVES.**

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Major Bill Dickinson 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 - YCHHSD Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information  
Attachment G - Invoice for Payment  
Attachment H - Confidentiality Provisions and Statements  
Attachment I - Vendor Assurance of Compliance (CR-50)

**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 \_\_\_\_\_, 2015.

"COUNTY"

"CONTRACTOR"

**COUNTY OF YUBA**

**THE SALVATION ARMY**

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Bill Dickinson, Major

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Jill Abel  
Human Resources Director & Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and  
Human Services Department

## **ATTACHMENT A**

### **SERVICES**

#### **A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES.** YCHHSD staff shall:

- A. Identify those CalWORKs clients to be referred to CONTRACTOR for substance use residential treatment services to be provided by CONTRACTOR through its Salvation Army Depot Family Crisis Center ("The Depot") and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients referred to CONTRACTOR for substance use residential treatment services by YCHHSD shall be eligible to receive services under this Agreement.
- B. COUNTY will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- C. Participate in the collaborative case staffing meetings with CalWORKs and Child Welfare Services ("CWS") Social Worker staff, For Our Recovering ("F.O.R.") Families' staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate at The Depot to determine the appropriate course of treatment for the CalWORKs clients determined to have substance use problems.
- D. Develop a Welfare-to-Work ("WtW") plan to substantiate the CalWORKs client's participation and eligibility to services in the substance use residential treatment program at The Depot.
- E. Make scheduled visits to The Depot to monitor the client's progress in meeting the objectives of both their WtW plan and CONTRACTOR's substance use residential treatment program.
- F. Schedule quarterly meetings to discuss trends and changes in residential treatment and state regulations.

#### **A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES.** The CONTRACTOR, through its Depot staff, shall:

- A. Receive referrals from YCHHSD CalWORKs program staff for those CalWORKs clients assessed by YCHHSD through its F.O.R. Families

program to have a substance use problem, determine if The Depot can accommodate the CalWORKs client and family in its substance use residential treatment program, and notify YCHHSD CalWORKs program staff of whether or not the CalWORKs client has been accepted by the CONTRACTOR into its substance use residential treatment program.

- B. CONTRACTOR will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.
- C. If accepted, place the client and their family at The Depot, develop and share a treatment plan for the CalWORKs client and its family members.
- D. Participate in collaborative case staffing meetings with CalWORKs and CWS Social Worker staff, F.O.R. Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate to develop recommendations which are appropriate for the participating client and designed to meet the objectives of the substance use residential treatment service plan.
- E. Monitor the participating client's attendance and compliance with the client's substance use residential treatment plan and notify YCHHSD and F.O.R. Families staff in writing within two (2) working days if the client fails to comply with his/her substance use residential treatment plan.
- F. Provide progress summary sheet for each client in residential treatment to YCHHSD staff by the 5<sup>th</sup> of the month following the month of treatment.
- G. CONTRACTOR will notify YCHHSD and F.O.R. Families staff within 24 hours if client:
  - Commits a serious violation of rules at the Depot;
  - Has repeatedly committed violations of the program rules;
  - Asked to leave the program;
  - Asks to be removed from the program; or
  - Leaves the program.
- H. Conduct drug testing for each participating client on a weekly basis and notify YCHHSD's Social Worker and F.O.R. Families staff of any negative tests results within one (1) working day of receipt of the results.

### **A.3 TIME SERVICES RENDERED.**

Specific date(s) to be mutually agreed upon by the COUNTY and

CONTRACTOR.

**A.4 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.5 FACILITIES FURNISHED BY 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.

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## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 FEES FOR SERVICES.** COUNTY shall pay CONTRACTOR for substance use residential treatment services rendered based upon the rate of \$650.00 per month per participant. In no event shall the amount of payment per client exceed the maximum amount of \$3,900.00 per client for a six-month period.

**B.1.1** In the event that a CalWORKs client receives substance use residential treatment services from CONTRACTOR for only a portion of the month, the monthly rate of \$650.00 shall be prorated for the days in which CONTRACTOR actually provided services and payment shall be made accordingly, to the extent to which the CalWORKs client was otherwise eligible to receive services.

**B.1.2** CONTRACTOR understands and acknowledges that CalWORKs clients are limited to 48 months of assistance and are eligible for residential treatment services through the last day of their 48<sup>th</sup> month. Whenever possible, COUNTY agrees to notify CONTRACTOR when client reaches their 46<sup>th</sup> month of assistance.

**B.2 MAXIMUM PAYMENT.** COUNTY shall pay CONTRACTOR the costs of services rendered in accordance with the fees for services specified in Provision B.1 Fees for Services in a maximum amount not to exceed Twenty Thousand Dollars (\$20,000.00) for the term of this agreement

In no event shall total compensation paid to CONTRACTOR under this Provision B.2 exceed Twenty Thousand Dollars (\$20,000.00) for the term of this agreement without a formal written amendment to this Agreement approved by both parties.

### **B.3 FISCAL PROVISIONS.**

**B.3.1.** For the months through May during each fiscal year of the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment G – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment G – Invoice Format and shall be submitted no later than the 10<sup>th</sup> of the month following the end of the month in which services were rendered.

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**B.3.2.** For the months of June in any fiscal year during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment G – Invoice Format, based upon the estimated

costs of services to be rendered no later than June 10<sup>th</sup>. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10<sup>th</sup> day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

**B.3.3.** COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

**B.4 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.5 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.

**B.6 AUDIT PROVISIONS.** In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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

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

**C.5 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.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.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.7 CONFIDENTIALITY.** For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

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

**C.8 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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## **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":

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

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Major Bill Dickinson  
Corps Officer  
The Salvation Army  
P.O. Box 869  
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

<b>YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT</b> <b>AUTHORIZATION FOR RELEASE OF</b> <b>PROTECTED HEALTH INFORMATION,</b> <b>PERSONALLY IDENTIFIABLE INFORMATION,</b> <b>and/or</b> <b>Other Client/Patient Case Related Information</b>			
<b>Facility/Provider:</b> <b>Facility/Provider Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____		<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Fax Number:</b> _____ <small>Area Code</small> (     ) _____	
<b>Client's/Patient's Full Name:</b> <b>Client's/Patient's Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Other Identifying Name (AKA):</b> _____		<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Date of Birth:</b> _____	
I authorize the facility/provider listed above to release medical services, social services, drug and alcohol services and/or mental health services information about me (AS DESCRIBED BELOW) to the following:			
<b>Release Information to:</b> <b>Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____		<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Fax Number:</b> _____ <small>Area Code</small> (     ) _____	
<b>The information to be disclosed includes (indicate choice by initialing specific items):</b>  a.     _____ all medical information _____ only the following information (specify, e.g., "discharge summary only"): _____ _____ _____  b.     I specifically authorize the release of the following information: _____ HIV/AIDS _____ Mental Health _____ Psychological Testing Results _____ Drug/Alcohol Treatment			
<div style="display: flex; justify-content: space-between; font-size: small;"> <span>YCHSD 452-1 Client Release of Information</span> <span>Rev. 8/13</span> <span>Page 1</span> </div>			

**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
AUTHORIZATION FOR RELEASE OF  
PROTECTED HEALTH INFORMATION,  
PERSONALLY IDENTIFIABLE INFORMATION,  
and/or  
Other Client/Patient Case Related Information**

**This disclosure of information is for the following purpose:**

☐ At the request of the individual

☐ Other (describe specific purpose): \_\_\_\_\_

**If not revoked, this authorization shall terminate after one (1) year:**

☐ Other date: \_\_\_\_\_ (must be less than one (1) year)

**I understand the following about this authorization:**

- **I can revoke this authorization in writing.** Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- **I understand that treatment cannot be denied to me based on my refusal to sign this authorization.** However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- **If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.**
- **Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.**
- **I have a right to receive and I will be offered a copy of this authorization.**
- **A copy of this authorization is as valid as an original.**

Signature of \_\_\_\_\_ Date \_\_\_\_\_

☐ Client/Patient

☐ Patient Representative

If Patient Representative signs, indicate relationship (e.g, parent, guardian, conservator): \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY STAFF USE ONLY**

Initials of Staff Receiving Form:	Mailed/Faxed by:	Date Mailed/Faxed:
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**Additional notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT G

### INVOICE FORMAT

Contractors Name and Address		Contact Name and Phone Number			
The Salvation Army Depot Family Crisis Center State Certified Drug and Alcohol Program 408 J Street/PO BOX 869 Marysville, CA 95901		Phone: 530-216-4530 FAX: 530-634-6063 <a href="mailto:yubasutter@usw.salvationarmy.org">yubasutter@usw.salvationarmy.org</a>			
Program		Period of Service/Invoice Number			
CalWORKs Substance Use					
Date of Service	Case Number (do NOT use client's name)	Rate	# of months of Service	# of Days Prorated	Amount
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
<b>GRAND TOTAL</b>					<b>\$ -</b>

**Certification:**

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

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

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

## **ATTACHMENT H**

### **CONFIDENTIALITY PROVISIONS AND STATEMENTS**

#### **H.1 INTRODUCTION.**

For the purposes of carrying out a contract for residential substance use treatment services entered into between the COUNTY and The Salvation Army, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

#### **H.2 DEFINITIONS.**

**H.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.

**H.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.

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

**H.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.

#### **H.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.

#### **H.4 PROVISIONS.**

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

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

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

**H.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.;

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

**H.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;

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

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

**H.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.

**H.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.

**H.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.

**H.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.

**H.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.

#### **H.4.8 NOTIFICATION OF BREACH.**

**H.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.

**H.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](mailto:kcole@co.yuba.ca.us)  
Fax: (530) 749-6281

**H.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.

**H.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.

**H.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.

**H.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.

**H.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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## H.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: 5.22.15

CONTRACTOR

  
\_\_\_\_\_  
Bill Dickinson, Major

**ATTACHMENT I  
VENDOR ASSURANCE OF COMPLIANCE WITH  
THE YUBA COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

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VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

S. 27. 15  
Date

  
Director's Signature

P.O. Box 869, Marysville, CA 95901  
Address of vendor/recipient  
**CR50-Vendor Assurance of Compliance**

(08/13/01)

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# The County of Yuba



915 8<sup>TH</sup> STREET, STE. 113  
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

**TO:** Board of Supervisors  
**FROM:** Jill Abel, Human Resources Director  
**DATE:** June 23, 2015  
**SUBJECT:** Extra Help and Reserve Paid Sick Leave Policy

A handwritten signature in black ink, appearing to read "Jill Abel", is written over the "FROM:" line of the memo.

### RECOMMENDATION

Request the Board of Supervisors to approve the Extra Help and Reserve Paid Sick Leave Policy in accordance with AB 1522, Healthy Workplaces, Healthy Families Act of 2014.

### BACKGROUND

Beginning on July 1, 2015, all California employers are required to provide paid sick leave benefits to all employees. On May 19, 2015, the Board of Supervisors adopted the recommendation to implement this new law using the Accrual Method as outlined in AB 1522.

### DISCUSSION

The County currently provides paid sick leave to employees, however sick leave is currently only given to permanent full time, part time and limited term employees. In order to meet the paid sick leave requirements under the new law, Human Resources has established the Extra Help and Reserve Paid Sick Leave Policy.

The establishment of this policy will outline expectations for extra help and reserve employees and formalize our compliance with the new law.

### COMMITTEE


This item has bypassed committee due to the time sensitivity of meeting the legally required deadline of July 1, 2015.

### FISCAL IMPACT

The impact is difficult to measure at this time since most extra help and reserve employees work an unpredictable schedule.

### ATTACHMENTS

Extra Help and Reserve Paid Sick Leave Policy

	<p align="center"><b>COUNTY OF YUBA POLICY MANUAL</b></p>	<p>POLICY NO.: HROS 4.05      PAGE 1 OF 3</p> <p>REVISION DATE:</p> <p>ORIGINATION DATE: JULY 1, 2015</p>
<p>Title:</p> <p><b>Extra Help and Reserve Paid Sick Leave Policy</b></p>		<p>Revision Approved By:</p> <p>Originally Approved By:</p>

**Purpose:**

The purpose of this Policy is to provide paid sick leave benefits for extra help and reserve employees, in accordance with AB 1522, the Healthy Workplaces, Healthy Families Act of 2014.

**Policy:**

It is a policy of the Board of Supervisors that sick leave pay shall be accrued by extra help and reserve employees and may be used as herein provided.

**Definitions for purposes of this Policy:**

**Employee** means employees hired into positions classified as extra help or hired as a reserve deputy within the Sheriff's Department.

**Family Member** means any of the following: A child, regardless of age or dependency status, biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling.

**Sick leave** means the necessary absence from duty of an employee because of:

- 1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
- 2) Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

**Year of Employment** means the employee's work anniversary date based on the most recent hire date.

**90<sup>th</sup> day of employment** means a 90 day waiting period of employment beginning July 1, 2015 or the date of hire.

**Exemptions/Exclusions**

This Policy does not apply to regular, full-time, part-time, limited term, contract employees, interns, providers of in-home support services, elected officials, or retired annuitants.

<b>TITLE:</b> <b>Extra Help and Reserve Paid Sick Leave Policy</b>	<b>POLICY NO.:</b> HROS 4.05 <b>PAGE 2 OF 3</b>
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**Entitlement:**

- a) Employees shall not accrue sick leave with pay until after they have worked in California for 30 or more days within a year from the commencement of employment with the County.
- b) Employees shall accrue one (1) hour of sick leave for every thirty (30) hours physically worked.
- c) Sick leave privileges shall be accrued to a maximum of forty-eight (48) hours or six days, whichever is a greater benefit.
- d) Accrued and unused sick leave will carry over to the following year of employment, and will cap at the maximum accrual amount.

**Use of Sick Leave:**

- a) Sick leave accruals are available for use beginning on the 90<sup>th</sup> day of employment and thereafter as they are accrued.
- b) Employees are limited to using twenty-four (24) hours or three (3) days of accrued sick leave in each year of employment.
- c) An employee must make an oral or written request to use accrued sick leave as soon as foreseeable, providing reasonable advanced notification and in certain circumstances as soon as practicable.
- d) It is the employee's responsibility to report their absence and absence reason to their immediate supervisor or manager before the beginning of their work shift or within the first hour of work, based on the specific department policy.
- e) In cases where shift coverage must be maintained the employee shall notify the immediate supervisor or manager of the absence as soon as possible to allow ample time for the supervisor to arrange staffing changes.
- f) Employees are encouraged to schedule medical appointments during non-working hours.
- g) In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one-quarter (1/4) hour.
- h) For employees covered under the State Disability Insurance (SDI) program sick leave shall be used to supplement SDI payments. In no instance, however, shall the combination of SDI, sick leave, or other County benefit payments exceed one hundred (100) percent of the employee's pay calculated on an hourly, weekly, bi-weekly, or monthly basis.
- i) Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the SDI program.
- j) Paid sick leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; in matters directly related to the serious illness of a family member or in transit to or from one of the above. Any deviation from these uses of paid sick leave time must be authorized by the department head or designated representative.
- k) Employees who are injured or too ill to do their regular work assignment, but are not sufficiently ill or injured to be confined to home or a hospital, are required to check with their department head, department manager, or supervisor regarding the availability of modified duty.
- l) Depending upon the type of absence, the appointing authority may require the employee to submit substantiating evidence including, but not limited to a physician's certificate as allowed under Federal and State law. The request for substantiating evidence must be made when the employee informs the department of his/her absence or prior to the employee's return to work.

<b>TITLE:</b> <b>Extra Help and Reserve Paid Sick Leave Policy</b>	<b>POLICY NO.:</b> HROS 4.05	<b>PAGE 3 OF 3</b>
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**Employee Responsibility:**

Employees are responsible for notifying their immediate supervisor or manager of work restrictions or limitations that require accommodation. Supporting medical documentation indicating the employee's ability to safely and capably perform the essential functions of the position with or without accommodation(s) may be required on or before the employee's return to work date.

Employees are responsible for proper use of sick leave benefits. Fraudulent claims for sick leave will not be paid and disciplinary action, up to and including termination from County employment, as appropriate, may be taken against the employee.

**Records:**

Hours worked, sick leave accruals and balances shall be maintained by the Auditor through payroll records for at least three (3) years. The Auditor will provide each employee written notice on the employee's itemized wage statement that sets forth the amount of paid sick leave available.

**Sick Leave Upon Re-employment:**

If an employee separates from the County and is re-employed within one year from the date of separation, previously accrued and unused sick days shall be reinstated. In addition, any time that was previously served towards the ninety (90) day waiting period will apply, if re-employed within one year from the date of separation.

**Payout of Sick Leave Upon Separation from Employment:**

The County will not provide compensation for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.

**Reference:**

AB 1522, Health Workplaces, Healthy Families Act of 2014,  
California Labor Code Sections 245-249



# The County Of Yuba

## VICTIM AND PROGRAM SERVICES

CHILDREN AND FAMILIES AT RISK  
**JASON M. ROPER**  
 PROGRAM MANAGER



## PROBATION DEPARTMENT

(530) 741-6275  
 FAX (530) 749-7913

**JAMES L. ARNOLD**  
 CHIEF

**To:** Board of Supervisors

**CC:** Robert Bendorf, County Administrator

**From:** James L. Arnold JA

**Date:** June 1, 2015

**Re:** Budget Transfer request-Aid For Corrections

### Recommendation

Approve a budget appropriation of \$35,742.00 for the Aid for corrections budget in the 2014/2015 fiscal year for implementation of newly awarded grant.

### Background

Probation applied for, and received, a Justice Assistance grant for prevention and intervention services targeting "At-Risk" juveniles at Ceder Lane and Linda Elementary Schools. The grant went into award in March of 2015, became active in April 2015 and continues through the 2016/2017 fiscal year.

### Discussion

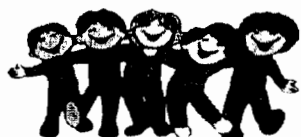
This action authorizes the appropriation of the revenue account 101-0000-361-5617 in the amount of \$35,742 to receive monies for the Aid for Corrections grant and authorize expenditure appropriations per attached budget adjustment request form.

### Committee Action

Due to not affecting the general fund, the item has been brought directly to the Board for Consideration and approval.

### Fiscal Impact

There is no fiscal impact to the County as a result of this item.



**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 14/15

PREPARED BY/PHONE A. Martinez

REVENUE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB		
101	0000	361	5617	Aid For Corrections	35,742.00
<b>TOTAL NET REVENUE INCREASE/(DECREASE)</b>					<b>35,742.00</b>

EXPENDITURE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB		
101	3115	423	0101	Salary	23,738.00
101	3115	423	0202	Co. Share PERS	3,787.00
101	3115	423	0204	Group Health Insurance	5,847.00
101	3115	423	0205	Medicare	340.00
101	3115	423	0207	Life Insurance	30.00
101	3115	423	2200	Office Expenses	1,000.00
101	3115	423	2900	Travel	1,000.00
<b>TOTAL NET EXPENDITURES INCREASE/(DECREASE)</b>					<b>35,742.00</b>

**EXPLANATION FOR BUDGET ADJUSTMENT:**

VW received approval of Education and Prevention schools grant on April 2015. Partial appropriation to cover expenses from April-June 2015.

**FUNDING SOURCE FOR INCREASES:**

**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

[assigned by ACD]

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

SIGNATURE OF AUTHORIZED OFFICIAL

6-2-15

**SIGNATURE**

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DALL

(if necessary)

**SIGNATURE**

DATE \_\_\_\_\_

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

SIGNATURE

DATE \_\_\_\_\_

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**BSCC 617-14**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME

**YUBA COUNTY**

2. The term of this Agreement is: **MARCH 1, 2015** through **DECEMBER 31, 2015**

3. The maximum amount of this Agreement is: **\$ 220,000.00**  
**TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Sections 1 through 11 5 pages

Exhibit A – JUSTICE ASSISTANCE GRANT Standard Conditions 7 pages

Exhibit B – Federal Assurances 8 pages

Exhibit C – General Terms and Conditions GTC 610

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.documents.dgs.ca.gov/ols/GTC-610.doc](http://www.documents.dgs.ca.gov/ols/GTC-610.doc) (CA Department of General Services, Office of Legal Services – Standard Contract Language).

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**YUBA COUNTY**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**2/20/15**

PRINTED NAME AND TITLE OF PERSON SIGNING

**ROBERT BENDORF, County Administrator**

ADDRESS

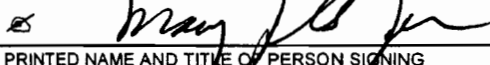
**215 5<sup>th</sup> Street, Suite 154, Marysville, CA 95901**

**STATE OF CALIFORNIA**

AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**3/3/15**

PRINTED NAME AND TITLE OF PERSON SIGNING

**WILLIAM J. CROUT, Deputy Director**

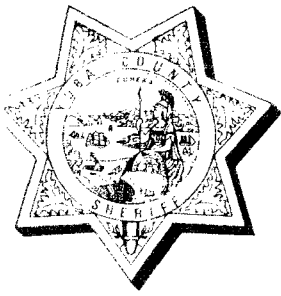
ADDRESS

**2590 Venture Oaks Way, Sacramento, CA 95833**

**California Department of General  
Services Use Only**

☒ Exempt per:  
State Contracting Manual (SCM) 4.06

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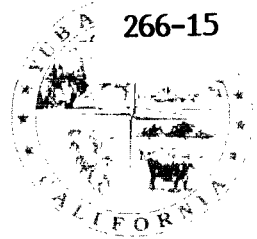


# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff-Coroner*


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

Ph: 530-749-7777 • Fax: 530-741-6445



JUNE 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: APPROPRIATION OF SAFE GRANT FUNDING FOR THE PURCHASE OF A  
VEHICLE FOR THE DETECTIVE UNIT IN THE SHERIFF'S DEPARTMENT

**RECOMMENDATION:**

Approve the appropriation of funding for the purchase of a vehicle for the detective division in the amount of \$40,000, as part of the FY 14/15 S.A.F.E. Team, Region III Program.

**BACKGROUND:**

Since FY 2006/07, the Office of Emergency Services, Law Enforcement and Victim Services Division, has provided grant funding to the Northern California Region III Sexual Assault Felony Enforcement (SAFE) Team, administered by the Shasta County Sheriff's Department. The Region III SAFE Team consists of 19 counties and law enforcement agencies, who work in a collaborative effort to investigate compliance of 290 registrants, and provide community education on Megan's Law. Yuba County Sheriff's Department has played an active role in the program, and receives an annual budget for overtime and related program costs.

**DISCUSSION:**

In March 2015, the committee that administers the SAFE Grant in Shasta County notified all participants that additional funds were available for use in Fiscal Year 14/15, but would be allocated based on a proposal and committee approval. The Sheriff's Department submitted a couple of requests, including the purchase of a vehicle for the SAFE team, assigned to the detective unit. The request for funds for the vehicle was approved in the amount of \$40,000. The only criteria for the purchase is that it be accomplished within the current fiscal year. The vehicle will be purchase utilizing grant funds. There is no county match required.

**FISCAL IMPACT:**

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

**COMMITTEE ACTION:**

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

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

DEPARTMENT: Sheriff-Coroner

**PREPARED BY/PHONE** Michelle A. Manning x7732

[illegible]

To appropriate additional SAFE Grant Funds for the purchase of an undercover vehicle used for 290 investigations. Funding must be expended prior to the close of fiscal year 14/15.

**BUDGET TRANSFER #** \_\_\_\_\_  
(assigned by ACO)

✓

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**  
**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

*Michele Manning*  
SIGNATURE OF AUTHORIZED OFFICIAL DATE

### 3) AUDITOR-CONTROLLER:

Red 6/6/15  
SIGNATURE DATE

**2) COUNTY ADMINISTRATOR:**

By: Robert Bendoff / gm 5/2

3- ~~4)~~ BOARD OF SUPERVISORS:  
(if necessary)

\_\_\_\_\_  
SIGNATURE DATE

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

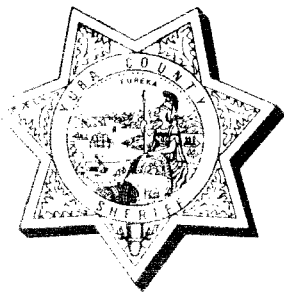
COMPLETED BY: \_\_\_\_\_

SIGNATURE

DATE

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# Yuba County Sheriff's Department

## *Steven L. Durfor, Sheriff-Coroner*

215 5th Street, Suite 150, Marysville, CA 95901  
Ph: 530-749-7777 • Fax: 530-741-6445



JUNE 23, 2015

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: YEAR-END BUDGET REPROGRAMMING

### **RECOMMENDATION:**

Approve the reprogramming of various Sheriff's Department funds as outlined on the attached budget transfer forms for the Sheriff, Jail, and Animal Care Services budgets.

### **BACKGROUND:**

The budget reprogramming is requested to cover current and projected shortages within various expenditure lines in the Sheriff's Department Budgets for FY 2014-15.

### **DISCUSSION:**

These reprogramming actions are relatively small and routine. The year-end transfer of funds will reconcile the Sheriff's budget appropriations with the actual year end expenditures. The appropriate budget transfer forms are attached.

### **FISCAL IMPACT:**

The reprogramming requests will come from currently budgeted funds, and have no impact on the General Fund Contribution.

### **COMMITTEE ACTION:**

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

**JUN 10 2015**

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 2014/15

COUNTY ADMINISTRATOR

**DEPARTMENT:** Sheriff-Coroner -Jail Division

PREPARED BY/PHONE Michelle Manning 749-7732

[illegible]

**EXPLANATION FOR BUDGET ADJUSTMENT:**

Increase in frequency of out of area jail prisoner transports; increasing costs for FY 14/15. Reprogramming request necessary to meet the estimated expenditures through June 30th. Transfers are between different budget categories, therefore BOS approval is required.

**FUNDING SOURCE FOR INCREASES:**

**BUDGET TRANSFER #** \_\_\_\_\_  
(assigned by ACO)

EXTERNAL  
INTERNAL


**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**  
**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

**SIGNATURE**

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR:**

SIGNATURE

DATE

**4) BOARD OF SUPERVISORS:**

(if necessary)

SIGNATURE

DATE \_\_\_\_\_

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: \_\_\_\_\_

SIGNATURE

DATE

JUN 10 2015

FISCAL YEAR 2014/15

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

COUNTY ADMINISTRATOR

DEPARTMENT: Sheriff-Coroner

PREPARED BY/PHONE Michelle Manning 749-7732

[illegible]

Transfer of funds from miscellaneous travel to POST travel to cover current and projected shortages through June 30th. Since transfers are between travel funds, BOS approval is required.

**BUDGET TRANSFER #** \_\_\_\_\_  
(assigned by ACO)

EXTERNAL  
INTERNAL


**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**  
**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER

**SIGNATURE**

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR:**

**SIGNATURE**

DATE 4

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE \_\_\_\_\_

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
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	280			
	280			
	280			

COMPLETED BY: \_\_\_\_\_

SIGNATURE

DATE

JUN 10 2015

**COUNTY OF YUBA**

COUNTY ADMINISTRATOR

PREPARED BY/PHONE Michelle Manning 749-7732

ORIGINAL-AUDITOR    COPY 1-COUNTY ADMINISTRATOR    COPY 2-DEPARTMENT

JUN 10 2015

**COUNTY OF YUBA**

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 2014/15

COUNTY ADMINISTRATOR

**DEPARTMENT:** Sheriff-Coroner -Jail Division

**PREPARED BY/PHONE** Michelle Manning 749-7732

[illegible]

**EXPLANATION FOR BUDGET ADJUSTMENT:**

Jail Recording System Project was initially booked in fixed assets-equipment. All but one item in the project is under the capital threshold, therefore, not considered a fixed asset. Project expenses to be paid from jail communications, and tracked accordingly. Transfer is between budget categories; BOS approval is required.

**FUNDING SOURCE FOR INCREASES:**

BUDGET TRANSFER #

(assigned by ACO)

EXTERNAL  
INTERNAL

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**

**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

**SIGNATURE**

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR;**

SIGNATURE

DATE \_\_\_\_\_

4) BOARD OF SUPERVISORS:

(if necessary)

**SIGNATURE**

DATE \_\_\_\_\_

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
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	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE \_\_\_\_\_

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# The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR



268-15

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

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

TO: Board of Supervisors

June 2, 2015

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

A handwritten signature in dark ink, appearing to read "Dan Mierzwa", is written over the printed name.

## RECOMMENDATION

Approve discharging the Tax Collector from the accountability for the collection of taxes, penalties and interest on Unsecured Property Taxes as per the attached list.

## BACKGROUND

The attached list of delinquent Unsecured property taxes currently does not justify the continued cost of trying to collect nor pursue further collection efforts as there may be no assets and or we are unable to locate the parties being assessed.

## DISCUSSION

By approving this action, it does not relive the Assessee of their tax liability. Liens have been filed in Yuba County as well as additional counties where appropriate. In addition, discharged tax liabilities, if still unpaid will continue to have liens re-filed to the maximum extent as allowed by Revenue and Taxation Code.

At any time should the accumulated amount justify the cost of collection, the Tax Collector will take the necessary action to pursue collections as time and staff allow.

## FISCAL IMPACT

As approval of Discharge of Accountability does not relive the Assessee of their tax liability, there is no fiscal impact.

## COMMITTEE

Due to routine in nature, bypassed committee.

# Discharge from Accountability 2014/2015

PRIOR UNSECURED SUPPLEMENTAL UNDER \$50.00								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
TURPEN BRIAN L & ASHLEY A TC	991-054-871-000	2012	J	44.68	4.46	20.00	69.14	under \$50.00
KAMPOURIS ALEX W & JANET E JT	991-056-591-001	2013	J	45.84	4.58	20.00	70.42	under \$50.00
BENSEL SHAWN GREGORY ETAL JT	991-056-764-000	2013	J	42.98	4.28	20.00	67.26	under \$50.00
CHAVEZ ESTELA PEREZ	991-056-759-000	2013	J	26.34	2.62	20.00	48.96	under \$50.00
PRIOR UNSECURED SUPPLEMENTAL UNDER \$50.00 TOTAL				\$159.84	\$15.94	\$80.00	\$255.78	

PRIOR YEAR UNSECURED UNDER \$50.00								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
HENRY MARGARET A	910-000-065-000	2013	K	36.70	3.66	20.00	60.36	under \$50.00
ENRIQUE CAMOLINGA	910-000-448-000	2013	K	31.90	3.18	20.00	55.08	under \$50.00
DELEON ELVIA	910-000-539-000	2013	K	21.80	2.18	20.00	43.98	under \$50.00
MCKEE LINDA & MYRON	910-000-726-000	2013	K	37.86	3.78	20.00	61.64	under \$50.00
LOWERY STEVE	910-001-056-000	2013	K	44.76	4.46	20.00	69.22	under \$50.00
SONATO JUVENAL RODRIGUEZ	910-001-274-000	2013	K	39.06	3.90	20.00	62.96	under \$50.00
KAY MURRAY & ANN JT	910-001-496-000	2013	K	39.60	3.96	20.00	63.56	under \$50.00
ESCOBEDO CHRISTINA PILAR	910-001-631-000	2013	K	44.48	4.44	20.00	68.92	under \$50.00
PRIOR YEAR UNSECURED UNDER \$50.00 TOTAL				296.16	29.56	160.00	485.72	

PRIOR YEAR UNSECURED								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
ASIAN FUSION BISTRO INC	850-000-164-000	2013	Y	678.56	67.85	0.00	746.41	Out of Business
COPYCATS INK LLC	800-002-816-000	2010	Y	437.02	43.70	0.00	480.72	Out of Business
COPYCATS INK LLC	800-002-816-000	2011	Y	435.74	43.57	0.00	479.31	Out of Business
FRENCH CAROLYN	910-001-581-000	2013	K	78.00	7.80	20.00	105.80	Deceased
METRO COMMUNICATIONS	800-002-824-000	2013	Y	125.37	12.53	0.00	137.90	Out of Business
STEWART CECIL & YVONNE	910-000-491-000	2013	K	125.06	12.50	20.00	157.56	Deceased
PRIOR YEAR UNSECURED TOTAL				\$1,879.75	\$187.95	\$40.00	\$2,107.70	



CURRENT YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
BROWN CLINTON JAKE	990-058-598-000	2013	Q	27.82	2.78	0.00	30.60	under \$50.00
BIGGS WILLIAM & ANNE ETAL JT	990-058-828-000	2012	Q	25.58	2.55	0.00	28.13	under \$50.00
COSTA KEVIN	991-057-226-000	2013	Q	23.30	2.33	0.00	25.63	under \$50.00
TUMBER AMIT	991-058-688-000	2014	Q	24.84	2.48	0.00	27.32	under \$50.00
CURRENT YEAR UNSECURED SUPPLEMENTAL UNDER \$50.00				\$101.54	\$10.14	\$0.00	\$111.68	

CURRENT YEAR UNSECURED UNDER \$50.00								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
JAMES DENNIS	860-000-291-001	2014	U	39.04	3.90	0.00	42.94	under \$50.00
CURRENT YEAR UNSECURED UNDER \$50.00 TOTAL				\$39.04	\$3.90	\$0.00	\$42.94	

CURRENT YEAR UNSECURED								
Owner	Asmt	Tax Year	Roll Type	Tax Amount	Pen Amount	Cost	Total to Discharge	Comments
ASIAN Fusion Bistro Inc	800-002-330-000	2014	U	1,227.99	122.79	0.00	1,350.78	Out of Business
FARKAS PEGGY ANN TRUSTEE	845-000-179-000	2013	U	97.38	9.73	0.00	107.11	Deceased
FARKAS PEGGY ANN TRUSTEE	845-000-181-000	2012	U	84.47	8.44	0.00	92.91	Deceased
GISI LYLE	830-008-584-000	2014	U	107.96	10.79	0.00	118.75	Deceased
WESTLY JOANE	830-010-397-000	2014	U	120.44	12.04	0.00	132.48	Deceased
CURRENT YEAR UNSECURED TOTAL				\$1,638.24	\$163.79	\$0.00	\$1,802.03	

Grand Totals	\$4,114.57	\$411.28	\$280.00	\$4,805.85
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*SPECIAL  
PRESENTATIONS*

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June 2, 2015

Yuba County Board of Supervisors  
915 8<sup>th</sup> Street Suite 109  
Marysville, Ca 95901

Dear Honorable Board Members:

As you know sexual violence remains an all too common tragedy. We encourage everyone in the **County of Yuba** to have a voice. With **Many Voices** we can stop sexual violence and help survivors heal.

Casa de Esperanza designates July as Sexual Assault Awareness Month and we would be honored if you would sponsor an official proclamation. We encourage you to participate by wearing and/or hanging **Teal Ribbons** the month of July, by wearing **Denim on July 1<sup>st</sup>** and by participating in our event "**Walk a Mile In Her Shoes**" on July 18th.

During July it's time to commit to long term efforts to eliminate sexual violence. Many dedicated activists and courageous survivors have made a lot of effort into changing the myths, culture of shame, and the silence that surrounds sexual violence. It's time to take a stand and talk about it by educating and creating safe, violence free communities.

We appreciate the support you have provided in the past and look forward to your continuing support in the future. If you would like any additional information regarding sexual assault or if you have any questions in reference to our planned events for Sexual Assault Awareness month please feel free to contact us.

Sincerely,

Marina Cavanagh  
SA Project Director

# BOARD OF SUPERVISORS

## — PROCLAMATION —



### SEXUAL ASSAULT AWARENESS MONTH JULY 2015

**WHEREAS**, sexual assault is an intolerable violent crime with public health implications for every person as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

**WHEREAS**, no one person, organization, agency or community can eliminate sexual assault on their own - we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant other, and increase support for agencies providing services to victim/survivors; and

**WHEREAS**, Casa de Esperanza has led the way in addressing sexual assault by providing 24 hour hotline services to victims/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

**WHEREAS**, ending sexual assault must include active public and private efforts to *End Sexual Violence* in collaboration with Casa de Esperanza including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other supportive services, and how every segment of our society can work together to better address sexual violence; and

**WHEREAS**, staff and volunteers of sexual assault programs work year round to encourage every person to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

**WHEREAS**, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, thus setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

**WHEREAS**, Casa de Esperanza request public support and assistance as it continues its efforts to bring real hope for freeing victims from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation.

**NOW, THEREFORE**, the Yuba County Board of Supervisors supports and recognizes the important work done by sexual assault programs, in cooperation with Casa de Esperanza, Inc., and proclaims in the month of July 2015 that *"No Means No." Women and men working together can make a difference in the fight against sexual assault and gender violence in our community.*

  
CHAIRMAN



  
CLERK OF THE BOARD



*COUNTY*  
*DEPARTMENTS*

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# *The County of Yuba*


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## **Office of Clerk of the Board of Supervisors**

---



**To:** Board of Supervisors

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

**Subject:** **Fish and Game Advisory Commission – At-Large Representative**

**Date:** June 23, 2015

### **Recommendation**

Consider appointing two individuals to the Yuba County Fish and Game Advisory Commission as at-large representatives for terms ending September 23, 2018 and June 23, 2019.

### **Background and Discussion**

The List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and was last posted April 2, 2015. All committee vacancies are also posted on the County's website as they occur.

The subject appointments are due to the resignation Mr. Terry Oaks whose term ends September 23, 2018 and Mr. Bill Van Ooyan whose term ended May 17, 2015. Vacancies were noticed on the website at the time of resignations. Three applications have been received from Mr. Dale Whitmore, Ms. Nicky Harris, Mr. Mathew Hogue, and Mr. Chris Hall; and are attached for your review and consideration.

### **Fiscal Impact**

None. Committee service is voluntary.

### **Committee Action**

Brought directly to Board for consideration.

attachments

# The County of Yuba

RECEIVED

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

JUN 24 2014  
OCT 10 2014  
Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

**BOARD/COMMISSION/COMMITTEE**

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Fish + Game Commission

APPLICANT NAME: Dale L. Whitmore

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip): [REDACTED] Marysville CA 95901

PHYSICAL ADDRESS  
(Street, City, Zip):

TELEPHONE:

HOME: 5 [REDACTED]

WORK: [REDACTED]

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Wildlife Biologist - California Dept of Fish + Wildlife - Retired (soon)  
SUPERVISOR/ DISTRICT  
NUMBER: John Nicoletti - District 2

REASONS YOU WISH TO  
SERVE ON THIS BODY: See attached sheet

QUALIFICATIONS: See attached sheet

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD: See attached sheet

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

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

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

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dale L. Whitmore  
SIGNATURE

June 24, 2014  
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☒ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Attachment to the Yuba County Fish and Game Commission Application – Dale Whitmore

**Qualifications/Experience:**

**Occupation: Retired Wildlife Biologist**

**Education: Bachelor of Science degree in Wildlife Biology from the University of California at Davis**

**U.S. Marine Corps Veteran – Proudly served in Okinawa**

**Yuba County Fish and Game Commission** – 22 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since the commission's inaugural meeting in 1992. I have attended nearly all of the meetings. I was appointed to the Yuba County Fish and Game Commission in March 2012 but resigned a month later due to a conflict of interest with my employment as a Department of Fish and Wildlife employee.

**Sutter County Fish and Game Commission** - 30 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since 1984. I have attended nearly all of the meetings.

**Wildlife Biologist for the Department of Fish and Wildlife** – 37 years. Thirty of my 37 years have been working for the sportsmen and wildlife in Yuba and Sutter Counties.

Nelson Slough Junior/Women's Pheasant Hunt Leader and volunteer for 24 of the past 26 years.

University of California Field Station at Browns Valley Junior Turkey Hunt Leader for the past 19 years.

Marysville Kiwanis Jim Watson Memorial Catfish Derby Coordinator for the past 4 years. Initiated the Rainbow Trout Tubs in 2013 as a new feature for the fishing derby.

Boy Scouts – I have assisted a least a dozen Eagle Scouts earn their Eagle Scout Award with the building of wood duck, bat, tree swallow, barn owl, and catfish boxes. One scout also built a half mile of cattle fence to improve deer habitat.

Ellis Lake in Marysville – I have taken a very active role in improving the management and maintenance of the lake and surrounding grounds for the past 4 years.

Marysville City Councilman – 2010-

## **Wildlife Habitat Improvement Projects:**

Page 2

I have lead volunteers on several fence building, wood duck box, bat box, tree swallow box, fish habitat improvement using Christmas trees, and wildlife area cleanup projects on state wildlife areas. Habitat improvement and land acquisition are very important for the preservation of wildlife, and hunting/fishing as cultural activities.

## **Wildlife Area Creations and Additions:**

Daugherty Hill Wildlife Area – Yuba County – Major role in the creation of this 6500+ acre wildlife area and the adjoining 2700+ acre conservation easement.

Feather River Wildlife Area – Yuba and Sutter Counties – Major role in the addition of 1600 acres to this 2600 acre wildlife area.

Fremont Weir Wildlife Area – Yolo and Sutter Counties – Major role in the addition of 1300 acres to this 1500 acre wildlife area.

## **Reasons I Wish to Serve on this Commission:**

1. I have had a lifelong interest in the youth, hunting, fishing, habitat improvement, community service and other outdoor community activities programs in Yuba and Sutter Counties.
2. I believe that the Yuba County Fish and Game Commission should encourage participation and input from volunteers outside of the commission to strengthen our community programs.

  
Dale L. Whitmore

# The County of Yuba

RECEIVED

FEB 10 2015



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

**BOARD/COMMISSION/COMMITTEE**

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County fish & Game Commission.

APPLICANT NAME:

Harris Nicky

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

[REDACTED] Brownsville CA 95919

PHYSICAL ADDRESS  
(Street, City, Zip):

[REDACTED] Dobbins CA 95935

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:

School Bus Driver

SUPERVISOR/ DISTRICT  
NUMBER:

Scott Lane. M.J.U.S.D. 530-740-6495

REASONS YOU WISH TO

SERVE ON THIS BODY:

I enjoy hunting & fishing. Lived in Yuba Co my whole life  
& would like to preserve this Tradition.

QUALIFICATIONS:

Trustworthy, good manners, Passionate.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Secretary for 3 year for a club. North Central houndsmen Assoc

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

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

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

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

[Signature]

DATE

2-7-2015

**THIS SECTION FOR OFFICE USE ONLY**

☐

NO THREATS CURRENTLY EXIST ON ABOVE MENTIONED BODY. APPLICANT NOTIFIED.

☐

APPLICANT APPOINTED:

☐

OTHER:

# The County of Yuba

RECEIVED

MAR 12 2015

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

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE  
ON WHICH YOU WOULD LIKE TO SERVE:

Fish & Game Commission

APPLICANT NAME:

Matthew Hoque

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

[REDACTED]

Maryville, CA 95901

PHYSICAL ADDRESS  
(Street, City, Zip):

Same As Above

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

Track Welder

5

REASONS YOU WISH TO  
SERVE ON THIS BODY:

To help the preservation of Wildlife  
& teach safety to my community.

QUALIFICATIONS:

Avia Hunter, Conservationist, been on  
several committees.

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

Sentinel Lincoln FFA Alumni, Union Representative  
IT Member for total safety culture

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

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

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

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE.

SIGNATURE

*[Signature]*

DATE

3/2/15

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# The County of Yuba

RECEIVED

JUN 15 2015

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

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

**BOARD/COMMISSION/COMMITTEE**

ON WHICH YOU WOULD LIKE TO SERVE: Fish and Game Committee

APPLICANT NAME:

Chris Hall

MAILING ADDRESS -

(Street/P.O. Box, City, Zip):

2278 [REDACTED] Marysville CA 95901

PHYSICAL ADDRESS

(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

(530) 301-3932

EMAIL ADDRESS:

chris.hall@yuba.ca.gov

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT  
NUMBER:

US Army Chinook Crew Chief

REASONS YOU WISH TO

SERVE ON THIS BODY:

To help improve, sustain, and educate

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Fish & Game Committee Youth Advisor

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

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

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I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Chris Hall  
SIGNATURE

12 JUN 15  
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

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# *The County of Yuba*

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## **Office of the County Administrator**

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Robert Bendorf, County Administrator

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB*  
**RE:** Consider adoption of a First Amendment to the Tri-County Joint Powers Agreement for the Juvenile Rehabilitation Facility  
**DATE:** June 23, 2015

### **RECOMMENDATION**

It is recommended that the Board of Supervisors consider adopting a resolution approving a First Amendment to the Tri-County Joint Powers Agreement for the Tri-County Regional Juvenile Rehabilitation Facility.

### **BACKGROUND**

Since 1975, Yuba and Sutter counties have operated a Bi-County Juvenile Hall pursuant to a Joint Powers Agreement (JPA). The JPA required, at that time, Sutter County to make a cash payment to Yuba County with operating expenses shared equally between the two counties. Since entering into the JPA, both counties have funded enhancements (through local and state resources) to the property, including the addition of a Secured Housing Unit, a highly successful Camp (Camp Singer) utilized by both counties and numerous other counties in northern California, a new kitchen, replacement of energy inefficient equipment through a countywide solar and energy efficiency project, re-roofing, and numerous other projects impacting the General Fund of both counties. All projects were significant investments in the facility and several were to maintain an otherwise aging facility.

In 2010, Colusa County was awarded a \$5,655,740 Local Youthful Offender Rehabilitation Facilities Construction Funds Grant pursuant to Senate Bill (SB) 81 which, pursuant to SB 365, could be redirected to another county if the Board of State and Community Corrections determined that the redirection would result in cost savings, regional efficiencies, improved outcomes and enhanced services to minors.

In 2013, the Colusa County Probation Chief communicated with the Yuba County Probation Chief about the possibility of transferring the Colusa County grant award to Yuba County and building a new juvenile detention facility for all three counties. At that time, it was anticipated that the cost for Colusa County to operate its own juvenile hall would be approximately \$1.2 to \$1.5 million annually. Considering the potential benefit to all three counties, a collaborative effort began to transfer the grant to Yuba County.

Yuba, Sutter and Colusa counties formed a Tri-County JPA in May 2014, with each Board approving the JPA and cost sharing ratios. The JPA replaced the Bi-County JPA, assigned the SB 81 grant to the JPA, established ownership and cost sharing ratios and made bed allocations as follows:

	<b><u>Cost Sharing Ratio</u></b>	<b><u>Bed Allocations</u></b>
Yuba County	40%	19
Sutter County	40%	19
Colusa County	20%	10

Considering the above stated cost sharing ratios and bed allocations it is important to note that:

- The Bed Allocations do not include the Secured Housing Unit. Fifteen (15) beds are available, however current funding does not allow for staffing of this unit.
- The Bed Allocations do not include the Maxine Singer Youth Guidance Center (Camp Singer); however operational costs for Camp Singer are included in the Juvenile Hall budget and are part of the above stated cost sharing ratios.
- The current Juvenile Hall operation is staffed for thirty (30) beds and not the full allotment of forty eight (48) beds as indicated above.
- The cost sharing ratios and bed allocations apply to the existing facility and the proposed new facility, and also apply to the local cost share of the SB 81 grants for the new facility.

It should be noted that all three counties were successful in securing an additional \$9.6 million SB 81 grant award from the Bureau of State and Community Corrections subsequent to entering into the Tri-County JPA.

## **DISCUSSION**

Subsequent to the adoption and effective date of the new Tri-County JPA (eff. July 1, 2014) Colusa County has brought forward concerns regarding the cost sharing ratio. Concerns include:

- Per Colusa, the projected new costs unexpectedly increased their juvenile custody costs significantly, which involved renting of beds from several jurisdictions at an average annual cost of \$368,000 a year.
- FY 14-15 budgeted / allocated costs to Colusa were estimated at \$714,000.
- After a mid-year review of projected share of cost for Colusa, a flat line projection is estimated to be approximately \$677,000.
- Average Colusa juvenile bed usage for the first half of the year was less than 40% of its allocation (fewer than 4 beds per day).

The County Administrative Officers for Colusa, Sutter and Yuba met on two occasions to discuss Colusa's concerns. It was agreed that Colusa would continue using its cost sharing ratio for FY 14-15; however following an analysis of Colusa County's usage we would meet again to possibly modify the JPA.

Based on the most recent analysis through the first three quarters of FY 14-15, Colusa's average quarterly percentage of bed use at Juvenile Hall, based on 30 beds, has ranged from 9.3% to 15.3% and on occasion during the quarter period, is at 20%. Conversely, Sutter County's share has ranged from 32.4% to 36.4% and Yuba 40.3% to 60.5%. All of these averages were shared and discussed among the three counties.

Based on historical averages as a Bi-County Juvenile Hall, juvenile custody populations for Sutter and Yuba vary from day to day, month to month and year to year. Due to unexplainable variations over the years and 40-50% population swings, both counties agreed it would be easier and require fewer resources to split operation costs 50/50, as it appeared over the years the population attributed to each county averaged out. More importantly, a degree of certainty for the Administrative staff and Boards of each County is provided for budgeting and a guarantee of bed space for juvenile custodies for both counties was in place.

In summary, based on Yuba County's history of managing the institution for nearly four decades, it is difficult to project juvenile custody populations. The range of number of detainees and actual "child care days" can vary significantly per county. Having guaranteed bed space for each county, at one facility, through a three party agreement is advantageous for all parties.

Staff from Sutter and Yuba Counties supported Colusa's request to review their first year of participation in the JPA. Based on that review and a review of the entirety of the facility/services provided, staff is recommending that the following proposed cost share ratio be adopted:

	<b><u>Cost Sharing Ratio</u></b>	<b><u>Bed Alloc.*</u></b>	<b><u>Bed Alloc.**</u></b>
Yuba County	42.5%	20.4	12.75
Sutter County	42.5%	20.4	12.75
Colusa County	15.0%	7.2	4.50

\*Based on 48 beds

\*\*Based on 30 beds (current staffing allows for 30)

On June 4<sup>th</sup> a meeting of the Juvenile Rehabilitation Oversight Committee was held. This Committee, per the JPA consists of one Board member from each of the participating counties. Colusa reported their Board of Supervisors, based on a presentation from the County Administrator, recommended an operational cost share of 12% and would remain at a cost share of 20% for the local match of the new facility. Yuba and Sutter County Administrators do not support this recommendation. The Oversight Committee discussed the recommendations and voted to recommend Colusa County's recommended cost sharing proposal.

## **FISCAL IMPACT**

Based on preliminary budget estimates for Fiscal Year 2015-2016 it is estimated the increased costs to Sutter and Yuba counties are anticipated to be approximately:

Cost Share of 42.5/42.5/15 - An increase in the General Fund contribution from Yuba and Sutter counties of \$98,000 each and Colusa will experience a reduction of approximately \$196,000.

Cost Share of 44/44/12 - An increase in the General Fund contribution from Yuba and Sutter counties of approximately \$157,000 each and Colusa will experience a reduction of approximately \$314,000.

**FIRST AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT FOR THE  
ESTABLISHMENT AND OPERATION OF THE  
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY**

This Amendment to the Joint Powers Agreement (JPA) for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility (FACILITY) is made this 1st day of July 2015, by and between the County of Yuba, California (YUBA), the County of Sutter (SUTTER) and the County of Colusa (COLUSA).

**RECITALS**

A. In May 2014, YUBA, SUTTER AND COLUSA as parties (PARTIES) entered into a JPA for establishment and operation of the FACILITY. The FACILITY is operated by YUBA.

B. The PARTIES mutually desire to amend the JPA by executing this amendment (Amendment) to adjust the share of cost paid by each county identified in the JPA.

**NOW, THEREFORE THE PARTIES TO THE JPA  
AGREE TO THIS AMENDMENT AS FOLLOWS**

**1. JPA, AGREEMENT Article 3, Section I, Paragraph B - OWNERSHIP OF THE FACILITY**

This portion of the agreement states ownership of the facility is to be shared by the PARTIES on a percentage basis as follows:

Yuba	40%
Sutter	40%
Colusa	20%

PARTIES now agree by this Amendment to change these percentages to:

Yuba	42.5%
Sutter	42.5%
Colusa	15%

**2. JPA, Agreement Article 3, Section III, Paragraphs A and B; BED ALLOCATIONS AND PROGRAMS**

These portions of the Agreement state the sharing formula to be applied to Bed Allocations and Programs as follows:

Yuba	40%
Sutter	40%

Colusa	20%
--------	-----

PARTIES now agree by this Amendment to change these percentages to:

Yuba	42.5%
Sutter	42.5%
Colusa	15%

### **3. JPA, Agreement Article 3, Section IV, Paragraph A.i; OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the formula to be applied to fixed operational expenses as follows:

Yuba	40%
Sutter	40%
Colusa	20%

PARTIES now agree by this Amendment to change these percentages to:

Yuba	42.5%
Sutter	42.5%
Colusa	15%

### **4. JPA Agreement Article 3, Section IV, Paragraph A.i; OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the sharing formula to be applied to fixed operational expenses.

The parties now agree by this Amendment to add Paragraph A. i. d) as follows:

- d) Every 3 years during the month of December, beginning in 2018, Yuba will prepare a report detailing the actual facility usage by Yuba, Sutter and Colusa for the preceding 3 years. This report will be distributed to the Parties upon completion and will be presented to the Oversight Committee at its first quarterly meeting of the following calendar year. Upon consideration of the report, the Oversight Committee may, pursuant to Article 3, Section II, Paragraph D. vii of this Agreement, recommend modifications to the fixed costs allocations described above.

### **5. JPA Agreement Article 3, Section V, Paragraph B; FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement states the sharing formula to be applied to the cost of Facility upgrades or enhancements as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	42.5%
Sutter	42.5%
Colusa	15%

#### **6. JPA Agreement Article 3, Section V, Paragraph C; FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement addresses the construction of a new Facility.

The Parties now agree by this Amendment to modify Paragraph C as follows:

- C. It is anticipated that Yuba will coordinate the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from two state grants from BSCC the first being a \$5,655,740 that has been redirected from Colusa and the second being a \$9,600,000 grant that has been awarded to the JPA. These grants will be supplemented by matching funds from Yuba, Sutter and Colusa based on the following formula: Yuba 40%; Sutter 40%; and Colusa 20%. Oversight of the project from design to construction will be done by Yuba with the active participation and oversight of the Oversight Committee and the three county Chief Probation Officers.

#### **7. JPA Agreement Article 6; LIABILITY**

This portion of the Agreement states the sharing formula to be applied to the cost of liability arising out of the operation and administration of the Facility as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	42.5%
Sutter	42.5%
Colusa	15%

#### **8. JPA, Contingency Fund**

Costs estimated for operations of the FACILITY are compiled annually based in part on prior year historical budgeted and actual expenditure amounts. Considering the high degree of volatility year over year in juvenile populations at the FACILITY, a Contingency

Fund Policy shall be prepared and submitted to the oversight committee for adoption by the Yuba County Board of Supervisors.



BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF \_\_\_\_\_

IN RE:

RESOLUTION ADOPTING AN AMENDMENT )  
TO THE JOINT EXERCISE OF POWERS AGREEMENT )  
FOR THE ESTABLISHMENT AND OPERATION OF )  
THE TRI-COUNTY REGIONAL JUVENILE )  
REHABILITATION FACILITY )  
\_\_\_\_\_ )

Resolution No. \_\_\_\_\_

WHEREAS, the Board of Supervisors of the County of Yuba (YUBA), County of Sutter (SUTTER) and the County of Colusa (COLUSA) adopted the original Joint Exercise of Powers Agreement (AGREEMENT) for the Tri-County Regional Juvenile Rehabilitation Facility (FACILITY) on various dates in May 2014; and

WHEREAS, the counties of SUTTER and YUBA previously had a Bi-County agreement since 1975 (up to the adoption of the current AGREEMENT) and eventually agreed to annually fund the operations of the FACILITY by each taking a fifty percent share of operating and facility upgrade/enhancement costs; and

WHEREAS, all parties to this agreement recognizes the willingness of COLUSA to convert a juvenile facility grant award from the State of California to YUBA and the effort by all parties to obtain additional funding to obtain a companion grant from the State of California to design and build a tri-county regional juvenile rehabilitation facility; and

WHEREAS, COLUSA prior to entering into the AGREEMENT previously rented juvenile detention facility bed space from several counties for their juvenile detainees; and

WHEREAS, YUBA, SUTTER and COLUSA recognizes the varying number of daily juvenile populations and how it impacts current and future year budget projections; therefore recognizes the importance of having guaranteed bed space by being a party to the AGREEMENT; and

WHEREAS, in consideration of a review of the first year that COLUSA has been party to the AGREEMENT, it is recommended to the Board of Supervisors from YUBA, SUTTER and COLUSA to reduce the annual cost sharing for COLUSA from twenty percent to fifteen percent according to the attached First Amendment to the AGREEMENT; and

WHEREAS, the oversight committee has made a recommendation that the Board of Supervisors of YUBA, SUTTER and COLUSA recommended a cost sharing of twelve percent for COLUSA, however the attached first amendment contains staff's recommendation of fifteen percent for COLUSA; and

WHEREAS, based on the foregoing, good cause has been shown to justify a reduced share of cost for COLUSA; and

WHEREAS, the state grant funding available for the construction of a new FACILITY will require local matching funds; and

WHEREAS, YUBA, SUTTER AND COLUSA will share in these costs with forty percent allocated to YUBA, forty percent allocated to SUTTER and twenty percent allocated to COLUSA; and

WHEREAS, the Oversight Committee has made a recommendation that the Board of Supervisors of YUBA, SUTTER and COLUSA approve the proposed cost sharing as shown in the attached first amendment; and,

NOW, THEREFORE, BE IT RESOLVED that the First Amendment to the AGREEMENT between the counties of YUBA, SUTTER and COLUSA, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the new cost sharing rates set forth in this amendment to the AGREEMENT is to be effective July 1, 2015.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of \_\_\_\_\_, State of California, on the \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Mary Jane Griego, Chair

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Angil Morris-Jones, County Counsel

**FIRST AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT FOR THE  
ESTABLISHMENT AND OPERATION OF THE  
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY**

This Amendment to the Joint Powers Agreement ("JPA") for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility ("Facility") is made this 1<sup>st</sup> day of July 2015, by and between the County of Yuba, California ("Yuba"), the County of Sutter ("Sutter") and the County of Colusa ("Colusa").

**RECITALS**

A. In May 2014 Yuba, Sutter and Colusa as parties ("Parties") entered into a JPA for the establishment and operation of the Facility. The Facility is operated by Yuba.

B. The Parties mutually desire to amend the JPA by executing this amendment ("Amendment") to adjust the sharing formula by which the share of various costs, beds and liability is allocated to Party.

**NOW, THEREFORE THE PARTIES TO THE JPA  
AGREE TO THIS AMENDMENT AS FOLLOWS**

**1. JPA Agreement Article 3, Section I, Paragraph B;  
Ownership of the Facility**

This portion of the Agreement states ownership of the facility is to be shared by the Parties on a percentage basis as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**2. JPA Agreement Article 3, Section III Paragraphs A and B;  
BED ALLOCATIONS and PROGRAMS**

These portions of the Agreement state the sharing formula to be applied to Bed Allocations and Programs as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**3. JPA Agreement Article 3, Section IV, Paragraph A.i;  
OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the sharing formula to be applied to fixed operational expenses as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**4. JPA Agreement Article 3, Section IV, Paragraph A.i;  
OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the sharing formula to be applied to fixed operational expenses.

The parties now agree by this Amendment to add Paragraph A. i. d) as follows:

- d) Every 3 years during the month of December, beginning in 2018, Yuba will prepare a report detailing the actual facility usage by Yuba, Sutter and Colusa for the preceding 3 years. This report will be distributed to the Parties upon completion and will be presented to the Oversight Committee at its first quarterly meeting of the following calendar year. Upon consideration of the report, the Oversight Committee may, pursuant to Article 3, Section II, Paragraph D. vii of this Agreement, recommend modifications to the fixed costs allocations described above.

**5. JPA Agreement Article 3, Section V, Paragraph B;  
FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement states the sharing formula to be applied to the cost of Facility upgrades or enhancements as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**6. JPA Agreement Article 3, Section V, Paragraph C;  
FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement addresses the construction of a new Facility.

The Parties now agree by this Amendment to modify Paragraph C as follows:

- C. It is anticipated that Yuba will coordinate the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from two state grants from BSCC the first being a \$5,655,740 that has been redirected from Colusa and the second being a \$9,600,000 grant that has been awarded to the JPA. These grants will be supplemented by matching funds from Yuba, Sutter and Colusa based on the following formula: Yuba 40%; Sutter 40%; and Colusa 20%. Oversight of the project from design to construction will be done by Yuba with the active participation and oversight of the Oversight Committee and the three county Chief Probation Officers.

**7. JPA Agreement Article 6;  
LIABILITY**

This portion of the Agreement states the sharing formula to be applied to the cost of liability arising out of the operation and administration of the Facility as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**8. JPA Contingency Fund**

Costs estimated for operations of the Facility are compiled annually based in part on prior year historical budgeted and actual expenditure amounts. Considering the high degree of volatility year over year in juvenile populations at the Facility, a Contingency Fund Policy shall be prepared and submitted to the Oversight Committee for adoption by the Yuba Board of Supervisors.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF \_\_\_\_\_

IN RE:

RESOLUTION ADOPTING AN AMENDMENT )  
TO THE JOINT EXERCISE OF POWERS AGREEMENT )  
FOR THE ESTABLISHMENT AND OPERATION OF )  
THE TRI-COUNTY REGIONAL JUVENILE )  
REHABILITATION FACILITY )  
\_\_\_\_\_ )

Resolution No. \_\_\_\_\_

WHEREAS, the Board of Supervisors of the County of Yuba (YUBA), County of Sutter (SUTTER) and the County of Colusa (COLUSA) adopted the original Joint Exercise of Powers Agreement (AGREEMENT) for the Tri-County Regional Juvenile Rehabilitation Facility (FACILITY) on various dates in May 2014; and

WHEREAS, the counties of SUTTER and YUBA previously had a Bi-County agreement since 1975 (up to the adoption of the current AGREEMENT) and eventually agreed to annually fund the operations of the FACILITY by each taking a fifty percent share of operating and facility upgrade/enhancement costs; and

WHEREAS, all parties to this agreement recognize the willingness of COLUSA to convert a juvenile facility grant award from the State of California to YUBA and the effort by all parties to obtain additional funding to obtain a companion grant from the State of California to design and build a tri-county regional juvenile rehabilitation facility; and

WHEREAS, COLUSA prior to entering into the AGREEMENT previously rented juvenile detention facility bed space from several counties for their juvenile detainees; and

WHEREAS, YUBA, SUTTER and COLUSA recognize the varying number of daily juvenile populations and how it impacts current and future year budget projections; and

WHEREAS, YUBA, SUTTER AND COLUSA recognize the importance of having guaranteed bed space by being a party to the AGREEMENT; and

WHEREAS, in consideration of a review of the first year that COLUSA has been party to the AGREEMENT, it is recommended to the Board of Supervisors from YUBA, SUTTER and COLUSA to reduce the annual cost sharing for COLUSA from twenty percent to twelve percent according to the attached First Amendment to the AGREEMENT;

WHEREAS, the state grant funding available for the construction of a new FACILITY will require local matching funds; and

WHEREAS, YUBA, SUTTER AND COLUSA will share in these costs with forty percent allocated to YUBA, forty percent allocated to SUTTER and twenty percent allocated to COLUSA; and

WHEREAS, the Oversight Committee has made a recommendation that the Board of Supervisors of YUBA, SUTTER and COLUSA approve the proposed cost sharing as shown in the attached first amendment; and

WHEREAS, based on the foregoing, good cause has been shown to justify a reduced share of cost for COLUSA.

NOW, THEREFORE, BE IT RESOLVED that the First Amendment to the AGREEMENT between the counties of YUBA, SUTTER and COLUSA, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the new cost sharing rates set forth in this amendment to the AGREEMENT is to be effective July 1, 2015.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of \_\_\_\_\_, State of California, on the \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Mary Jane Griego, Chair



ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Angil Morris-Jones, County Counsel

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# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
John Fleming, Economic Development Coordinator  
Russ Brown, Communications & Legislative Affairs Coordinator  
Grace M Mull, Management Analyst  
Teena L. Carlquist, Executive Assistant to the County Administrator  
Yuba County Government Center  
915 8<sup>th</sup> Street, Suite 115  
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[tcarlquist@co.yuba.ca.us](mailto:tcarlquist@co.yuba.ca.us)



TO: BOARD OF SUPERVISORS  
FROM: ROBERT BENDORF, COUNTY ADMINISTRATOR *RB*  
GRACE MULL, MANAGEMENT ANALYST *GM*  
RE: PROPOSED BUDGET FOR FISCAL YEAR 2015-2016  
DATE: JUNE 23, 2015

### RECOMMENDATIONS

It is recommended that the Board of Supervisors:

1. Receive a presentation from the County Administrator on the Proposed Budget for FY 2015-2016.
2. Accept the Proposed Budget for FY 2015-2016 and direct staff to make available copies for public review.
3. Adopt the Proposed Budget for FY 2015-2016 as the County's interim spending plan, including position allocation changes, pending formal adoption of the Final Budget.
4. Set dates for the FY 2015-2016 Budget Workshops of August 18<sup>th</sup> and August 19<sup>th</sup>.
5. Set public hearings for September 15<sup>th</sup> – 22<sup>nd</sup> for adoption of the Final Budget.

### BACKGROUND / DISCUSSION

In January of this year, as reported to the Board of Supervisors, the estimated cost increases for the general fund was \$619,889 (gross of revenue estimates). These costs are attributed to Health Insurance, Salary and Pension Cost increases.

In addition, other anticipated General Fund Impacts reported were the use of one-time funds in FY 14-15, such as Carry Over Fund Balance to balance the budget - \$1,606,276, a decrease in Cost Plan reimbursements to the General Fund - \$351,108 and an estimated increase in General Fund Revenues - \$413,319.

### Budget Process

Departments were asked again to submit a budget that absorbed cost increases and where possible, particularly those that receive a general fund revenue appropriation. While some larger departments were able to absorb those increases, most were not without an augmentation of revenue.

Upon receiving all departmental budgets, refining revenue estimates for the upcoming fiscal year and determining other potential budget impacts, staff from the County Administrator's office met with each of the departments individually to discuss their budgets, discuss service priorities and workload indicators and to

discuss potential solutions. In some cases, staff met with selected departments on several occasions in an attempt to further reduce General Fund appropriations.

### Reduction in Workforce

For Fiscal Year 2015-2016, there are reductions to our workforce in a few particular areas primarily due to a reduction in grand funds and/or general fund revenues and slight increases in others attributable to additional or expanded state/federal/mandated programs. The net allocated position total of 914 is the same as the current fiscal year. Proposed impacts to our workforce include:

- Adding 8 new positions (Health Services, Library, District Attorney, CDSA, Jail)
- Deleting 6 vacant positions (CDSA)
- Deleting 2 filled positions (Probation, County Administrator – Economic Development)
- Funding 4 vacant positions (Sheriff, Clerk of the Board, County Counsel)
- Un-funding 1 vacant position (Human Resources)

### General Fund Revenues

While some general fund revenue sources have decreased, others are showing some signs of stability. In some cases there are slight increases in revenue estimates compared to this year:

- Secured Property Tax – estimated to be \$400,000 higher than the current fiscal year.
- Sales Tax – Increase of approximately \$192,000 based on 2015-2016 estimates from our tax consultants.
- Motor Vehicle In-Lieu – estimated to be \$512,000 higher than the previous fiscal year.

The Proposed FY 2015-2016 budget message and associated revenue schedules also indicate revenues that have declined or have remained relatively static.

### Use of General Fund One-Time Revenues

We anticipate receiving one-time revenue in the amount of \$1,244,905 next fiscal year. The one-time revenue sources consist of repayment of pre-2004 state mandated costs from the State of California, anticipated proceeds from the Treasurer's tax auction to occur in February 2016 and one-time true up from the wrap of the state's Triple Flip.

While a difficult recommendation to make, use of one-time revenue in the amount of \$364,078 is recommended to help balance the budget. The remainder was used to increase General Fund Reserves, maintain General Fund Contingencies at the current fiscal year's level and setting aside approximately \$587,000 in the County Capital Fund.

Based on year end projections, carryover fund balance for the General Fund from FY 2014-2015 used to balance the FY 2015-2016 budget is approximately \$1.2 million. After the fiscal year is closed, any reduction or increase in this amount will be reported to the Board of Supervisors with Final Budget recommendations. It is important to note that staff is focused on lessening the reliance of these funds to balance the budget, as it should not be considered "on-going" revenue and more appropriately should be used to fund one-time expenses or placed into reserves.

### General Fund Reserves

No General Fund reserves are being recommended to balance the budget. For Fiscal Year 2015-2016, reserve levels are recommended to be above the stated policy level of 5%. This action is consistent with Board direction to achieve a stated goal of 10% reserve funding level by Fiscal Year 2019-2020. The Proposed Budget increases the reserve funding level by \$200,000, or approximately 2.62% above the minimum policy level.

FY 2014-2015	\$1,742,588	General Fund Reserves
FY 2015-2016	\$1,942,588	Recommended General Fund Reserves

### General Fund Contingencies

General Fund Contingencies are recommended at the same level as FY 2014-2015 which is slightly above the 1.5% policy level at 1.9%.

FY 2014-2015	\$519,272	General Fund Contingencies
FY 2015-2016	\$519,272	Recommended General Fund Contingencies

### Total County Budget

The Total County Budget for FY 2015-2016 is \$168,295,990, which is a decrease of approximately \$22,500,000 compared to the FY 2014-2015 budget. The primary cause of the budget decrease is due to the anticipated completion of the Feather River Boulevard and Hwy 70 Interchange project previously budgeted in the Public Works budget and the closeout of the Neighborhood Stabilization Program which should occur in FY 2015-16.

### Summary

It is important for the Board of Supervisors to recognize and acknowledge that;

- The Proposed Budget is balanced with estimated revenues and the use of limited one-time funds, therefore is not structurally balanced.
- Certain items may result in adjustments to the Final Budget such as new legislation, impacts from the State Budget and employee health insurance rates.
- Restoration of Proposed Budget reductions or increases in appropriations will require equivalent reductions in funds from other County priorities.

### COMMITTEE

The Budget Committee has reviewed key elements of the Proposed Budget for FY 2015-2016. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

### FISCAL IMPACT

The Proposed Budget for FY 2015-2016 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. Budget hearings are scheduled in September.

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# The County of Yuba



273-15

915 8<sup>TH</sup> STREET, STE 113  
MARYSVILLE, CA 95901

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

JILL ABEL, DIRECTOR

TO: The Board of Supervisors

FROM: Jill Abel, Human Resources Director

DATE: June 23, 2015

SUBJECT: ***Resolution Adopting the Classification System – Basic Salary / Hourly Schedule in its Entirety as it relates to the CAO recommended 2015 – 2016 Fiscal Year budget.***

### **RECOMMENDATION:**

Adopt the attached Resolution revising the Classification System – Basic Salary / Hourly Schedule in its entirety as set forth in Attachment "A" effective **July 1, 2015** as it relates to the CAO recommended 2015-2016 Fiscal Year Budget.

### **DISCUSSION:**

The Classification System – Basic Salary/Hourly Schedule is brought to the Board at different times throughout the year to reflect changes in compensation and classifications. The attached schedule reflects changes as it relates to the CAO recommended 2015-2016 Fiscal Year Budget as well as equity, salary adjustments and the Cost of Living Adjustment (COLA) increase which was negotiated in the MOU's between the County of Yuba and the following union and non-union affiliations effective **July 1, 2015**:

- **Deputy Sheriff's Associations (DSA):** 3.5% salary adjustment for MISC retirement classifications and 4.5% salary adjustment for Safety retirement classifications, with the exception of the DA and Welfare Fraud Investigator MISC retirement classifications receiving no COLA.
- **Management/Supervisory Association (MSA):** 4.5% salary adjustment for Safety retirement classifications with the exception of the Supervising Welfare Fraud Investigator MISC retirement classification receiving no COLA.
- **Probation Peace Officer Association (PPOA):** 1% COLA.
- **YCEA:** 3% equity adjustment for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo.
- **Non-Represented Units:** Consistent with previous agreements for Miscellaneous and Safety employees, benefits are typically applied to Non-Represented employees (Managers, Confidential and Elected Department Heads) consistent with their employees' respective affiliation. 3% equity adjustments for specified classifications that were below the mean based on comparisons in the surrounding Counties of Butte, Sutter, Nevada and Yolo were applied to the Non-Represented Miscellaneous Managers and Confidential Employees. 4.5% salary adjustment to the Non-Represented Management and Elected in the Sheriff's Department Safety Classifications and 1% COLA to the Non-Represented Management in Probation Department Safety Classifications.

This action modifies the Classification System – Basic Salary Schedule to implement this change.

**COMMITTEE ACTION:** None – Administrative only

**FISCAL IMPACT:** None – Administrative only

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

**IN RE:**

RESOLUTION ADOPTING THE  
CLASSIFICATION SYSTEM – BASIC SALARY/  
HOURLY SCHEDULE IN ITS ENTIRETY

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED that the Classification System – Basic Salary Schedule shall be adopted as follows effective **July 1, 2015**

**IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT “A”**

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_



**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2015**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
AAUD-1	ACCOUNTANT-AUDITOR I	4	3,587	20.69	N	8810.1
AAUD-2	ACCOUNTANT-AUDITOR II	4	3,920	22.62	N	8810.1
ACAS-1	ACCOUNTING ASSISTANT I	1	2,238	12.91	N	8810.1
ACAS-2	ACCOUNTING ASSISTANT II	1	2,443	14.09	N	8810.1
ACSP	ACCOUNTING SPECIALIST	1	2,671	15.41	N	8810.1
ATEC	ACCOUNTING TECHNICIAN	3	2,916	16.82	N	8810.1
AASU	ADMINISTRATION & ACCOUNTING SUPERVISOR	5	3,806	21.96	N	8810.1
AAHS	ADMINISTRATIVE ANALYST - HUMAN SERV	4	4,158	23.99	N	8810.1
AAAN-1	ADMINISTRATIVE ANALYST I	4	4,037	23.29	N	8810.1
AAAN-2	ADMINISTRATIVE ANALYST II	4	4,546	26.23	N	8810.1
ASMR	ADMINISTRATIVE SERVICES MANAGER	8	4,965	28.64	E	9410
ASOF-1	ADMINISTRATIVE SERVICES OFFICER I	8	4,158	23.99	E	9410
ASOF-2	ADMINISTRATIVE SERVICES OFFICER II	8	4,546	26.23	E	9410
ADTC	ADMINISTRATIVE TECHNICIAN	4	3,284	18.95	N	8810.1
AGDR	AG COMMISSIONER/DIR OF WGTS & MEAS	8	7,510	43.33	E	9410
AGMS-1	AG WEIGHTS & MEASURES SPECIALIST I	4	3,806	21.96	N	9410
AGMS-2	AG WEIGHTS & MEASURES SPECIALIST II	4	4,158	23.99	N	9410
AGMS-3	AG WEIGHTS & MEASURES SPECIALIST III	4	4,546	26.23	N	9410
AIDE	AIDE	1	1,767	10.19	N	8810.1
ARMG	AIRPORT MANAGER	8	5,588	32.24	E	9410
ANCO	ANIMAL CARE SERVICES OFFICER	2	2,752	15.88	N	7721
ACTE	ANIMAL CARE TECHNICIAN	2	2,372	13.68	N	8831
APSP	APPEALS SPECIALIST	3	3,694	21.31	N	8810.1
ASAS-1	ASSESSMENT ASSISTANT I	1	2,304	13.29	N	8810.1
ASAS-2	ASSESSMENT ASSISTANT II	1	2,516	14.52	N	8810.1
ASSP	ASSESSMENT SPECIALIST	1	2,832	16.34	N	8810.1
AASR	ASSISTANT ASSESSOR	8	7,291	42.06	E	9410
AACR	ASSISTANT AUDITOR-CONTROLLER	8	7,291	42.06	E	9410

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month for Bilingual Pay. Bargaining Units 6 and 7 may qualify for an additional \$100 per month.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2015**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	7,513	43.34	E	9410.PB
ASCA	ASSISTANT COUNTY ADMINISTRATOR	8	10,392	59.95	E	9410
ASEN	ASSISTANT ENGINEER	4	4,966	28.65	N	9410
AHRA	ASSISTANT HUMAN RESOURCES ANALYST	11	3,587	20.69	N	8810.1
ASPW	ASSISTANT PUBLIC WORKS SUPERINTENDENT	5	4,158	23.99	N	9422
ASSU	ASSISTANT SURVEYOR	4	4,966	28.65	N	9410
ASCI	ASSOCIATE CIVIL ENGINEER	4	6,290	36.29	N	9410
ASOE	ASSOCIATE ENGINEER	4	5,425	31.30	N	9410
ASOS	ASSOCIATE SURVEYOR	4	5,929	34.21	N	9410
ASAG	ASST AG & WGTS & MEASURES COMM	8	6,290	36.29	E	9410
ADRA	ASST DIRECTOR ADMINISTRATIVE SERVICES	8	7,291	42.06	E	9410
ADPL	ASST DIRECTOR OF PLANNING	8	7,734	44.62	E	9410
ASDR	ASST PUBLIC WORKS DIRECTOR	8	8,203	47.33	E	9410
ASTT	ASST TREASURER AND TAX COLLECTOR	8	7,291	42.06	E	9410
ATNY-1	ATTORNEY I	14	5,114	29.50	E	8810.1
ATNY-2	ATTORNEY II	14	5,929	34.21	E	8810.1
ATTN-3	ATTORNEY III	14	7,079	40.84	E	8810.1
AUAP-1	AUDITOR-APPRAISER I	4	3,383	19.52	N	9410
AUAP-2	AUDITOR-APPRAISER II	4	3,694	21.31	N	9410
AUAP-3	AUDITOR-APPRAISER III	4	4,158	23.99	N	9410
BGSU	BUILDING & GROUNDS SUPERVISOR	5	3,695	21.32	N	9420
BUIN-1	BUILDING INSPECTOR I	3	3,694	21.31	N	9410
BUIN-2	BUILDING INSPECTOR II	3	4,037	23.29	N	9410
BUIN-3	BUILDING INSPECTOR III	3	4,546	26.23	N	9410
BMCU	BUILDING MAINTENANCE CUSTODIAN	2	2,172	12.53	N	9420
BMTE-1	BUILDING MAINTENANCE TECHNICIAN I	2	2,750	15.87	N	9420
BMTE-2	BUILDING MAINTENANCE TECHNICIAN II	2	3,006	17.34	N	9420
CDRT-1	CADAstral DRAFTING TECHNICIAN I	3	2,916	16.82	N	8810.1
CDRT-2	CADAstral DRAFTING TECHNICIAN II	3	3,284	18.95	N	8810.1

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month for Bilingual Pay. Bargaining Units 6 and 7 may qualify for an additional \$100 per month.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

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**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2015**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CMGR-1	CASE MANAGER I	3	2,750	15.87	N	8810.1
CMGR-2	CASE MANAGER II	3	3,095	17.86	N	8810.1
CCMG	CCS CASE MANAGER	3	3,095	17.86	N	8810.1
CBOF	CHIEF BUILDING OFFICIAL	8	6,873	39.65	E	9410
CDA	CHIEF DEPUTY ASSESSOR - ADMINISTRATION	8	4,820	27.81	E	9410
CDCC	CHIEF DEPUTY COUNTY COUNSEL	8	9,795	56.51	E	9410
CDDA	CHIEF DEPUTY DISTRICT ATTORNEY	8	9,233	53.27	E	9410
CDTT	CHIEF DEPUTY TREASURER & TAX COLLECTOR	8	4,820	27.81	E	9410
CHIO	CHIEF INFORMATION OFFICER	8	9,510	54.87	E	9410
CPRO	CHIEF PROBATION OFFICER	8	8,707	50.23	E	9410.PB
CSTE	CHILD SUPPORT TECHNICIAN	3	2,443	14.09	N	8810.1
CLBS	CLERK OF THE BOARD OF SUPERVISORS	8	5,425	31.30	E	8810.1
CKRM	CLERK-RECORDER MANAGER	8	4,966	28.65	E	9410
CSWR-1	CLINICAL SOCIAL WORKER I	4	4,966	28.65	N	9410
CSWR-2	CLINICAL SOCIAL WORKER II	4	5,425	31.30	N	9410
CEOF	CODE ENFORCEMENT OFFICER	3	3,920	22.62	N	9410
CEOF-1	CODE ENFORCEMENT OFFICER I	3	3,694	21.31	N	9410
CEOF-2	CODE ENFORCEMENT OFFICER II	3	4,037	23.29	N	9410
COAS	COMMISSARY ASSISTANT	1	2,372	13.68	N	9410
CMCO	COMMISSARY COORDINATOR	1	3,095	17.86	N	9410
CLAC	COMMUNICATIONS & LEGISLATIVE AFFAIRS COORDINATOR	8	5,756	33.21	E	8810.1
CDIS-1	COMMUNICATIONS DISPATCHER I	6	3,333	19.23	N	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,766	21.73	N	8810.1
CDSA	COMMUNITY DEV & SERV AGENCY DIRECTOR	8	10,089	58.21	E	9410
CSOR	COMMUNITY SERVICES OFFICER	6	3,435	19.82	N	9410
CAPA	CONTRACT & PURCHASING ADMINISTRATOR	4	4,546	26.23	N	9410
CROR	CONTROL ROOM OPERATOR	1	2,443	14.09	N	8810.1
COOK	COOK	2	2,517	14.52	N	9420
CORP	CORPORAL	6	4,447	25.66	N	7720

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month for Bilingual Pay. Bargaining Units 6 and 7 may qualify for an additional \$100 per month.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

**YUBA COUNTY**  
**Classification System - Basic Salary/Hourly Schedule**  
**EFFECTIVE DATE: July 2015**

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	BASE	HRLY	OT CODE	WC CODE
CFLV	CORRECTIONAL FACILITY LVN	3	3,694	21.31	N	9410
CFMA	CORRECTIONAL FACILITY MEDICAL ASSISTANT	3	2,592	14.95	N	9410
CFRN	CORRECTIONAL FACILITY RN	4	4,546	26.23	N	9410
CORL	CORRECTIONAL LIEUTENANT	7	6,274	36.20	N	7720
CMTE-1	CORRECTIONAL MAINTENANCE TECHNICIAN I	2	2,750	15.87	N	9420
CMTE-2	CORRECTIONAL MAINTENANCE TECHNICIAN II	2	3,006	17.34	N	9420
CORO	CORRECTIONAL OFFICER	6	3,549	20.48	N	7720
CORS	CORRECTIONAL SERGEANT	7	4,733	27.31	N	7720
COFO	CORRECTIONS FOOD SERVICES SUPERVISOR	5	3,694	21.31	N	9420
CORA	CORRECTIONS RECREATION AIDE	1	2,833	16.34	N	9410
COAD	COUNTY ADMINISTRATOR	8	12,047	69.50	E	9410
COCO	COUNTY COUNSEL	8	11,356	65.52	E	9410
COSU	COUNTY SURVEYOR	8	6,478	37.37	E	9410
CRAN	CRIME ANALYST	6	4,498	25.95	N	8810.1
CUSU	CUSTODIAL SUPERVISOR	5	2,592	14.95	N	9420
CRSR	CUSTOMER RELATIONS SUPERVISOR	5	4,037	23.29	N	9410
DCBS	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	11	3,284	18.95	N	8810.1
DCES	DEPUTY COUNTY ADMINISTRATOR - EMERGENCY	8	7,292	42.07	E	9410
DCCL-1	DEPUTY COUNTY COUNSEL I	8	5,114	29.50	E	8810.1
DCCL-2	DEPUTY COUNTY COUNSEL II	8	5,929	34.21	E	8810.1
DCCL-3	DEPUTY COUNTY COUNSEL III	8	7,079	40.84	E	8810.1
DDHS	DEPUTY DIRECTOR OF HHS	8	7,965	45.95	E	9410
DDAA	DEPUTY DIRECTOR/ADMINISTRATIVE AFFAIRS	8	5,927	34.19	E	9410
DDLA	DEPUTY DIRECTOR/LEGAL AFFAIRS	8	7,509	43.32	E	8810.1
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	5,114	29.50	E	8810.1
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	5,929	34.21	E	8810.1
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	7,079	40.84	E	8810.1
DPOF-1	DEPUTY PROBATION OFFICER I	16	3,591	20.72	N	9410.PB
DPOF-2	DEPUTY PROBATION OFFICER II	16	3,924	22.64	N	9410.PB

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**YUBA COUNTY**  
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DPOF-3	DEPUTY PROBATION OFFICER III	16	4,287	24.73	N	9410.PB
DPGN-1	DEPUTY PUBLIC GUARDIAN I	4	3,587	20.69	N	9410
DPGN-2	DEPUTY PUBLIC GUARDIAN II	4	3,920	22.62	N	9410
DESH	DEPUTY SHERIFF	6	4,312	24.88	N	7720
DEST	DEPUTY SHERIFF TRAINEE	6	4,068	23.47	N	7720
DSUP	DEPUTY SUPERINTENDENT	8	5,590	32.25	E	9410.PB
DESC	DETENTION SERVICES CLERK	1	2,516	14.52	N	8810.1
DRAS	DIRECTOR OF ADMINISTRATIVE SERVICES	8	8,450	48.75	E	9410
DRCS	DIRECTOR OF CHILD SUPPORT SERVICES	8	8,704	50.22	E	9410
DREH	DIRECTOR OF ENVIRONMENTAL HEALTH	8	6,479	37.38	E	9410
DRFA	DIRECTOR OF FINANCE & ADMINISTRATION	8	6,673	38.50	E	8810.1
DRHH	DIRECTOR OF HEALTH & HUMAN SVCS	8	10,392	59.95	E	9410
DRNU	DIRECTOR OF NURSES	8	7,509	43.32	E	9410
DRPL	DIRECTOR OF PLANNING	8	8,703	50.21	E	9410
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,773	27.54	N	9410.DA
ECDC	ECONOMIC DEVELOPMENT COORDINATOR	8	5,588	32.24	E	9410
ELCL-1	ELECTIONS CLERK I	1	2,750	15.87	N	9410
ELCL-2	ELECTIONS CLERK II	1	3,006	17.34	N	9410
ELSU	ELIGIBILITY SUPERVISOR	5	3,587	20.69	N	8810.1
ELTE-1	ELIGIBILITY TECHNICIAN I	3	2,670	15.40	N	8810.1
ELTE-2	ELIGIBILITY TECHNICIAN II	3	3,004	17.33	N	8810.1
EMOM	EMERGENCY OPERATIONS MANAGER	8	6,107	35.23	E	9410
EMOP	EMERGENCY OPERATIONS PLANNER	8	4,683	27.02	E	9410
EMSO	EMERGENCY SERVICES OFFICER	8	5,268	30.39	E	9410
ETSP-1	EMPLOYMENT & TRAINING SPECIALIST I	4	3,095	17.86	N	9410
ETSP-2	EMPLOYMENT & TRAINING SPECIALIST II	4	3,383	19.52	N	9410
ENTE-1	ENGINEERING TECHNICIAN I	3	3,587	20.69	N	9410
ENTE-2	ENGINEERING TECHNICIAN II	3	4,037	23.29	N	9410
EHSP-1	ENVIRONMENTAL HEALTH SPECIALIST I	4	3,806	21.96	N	9410

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EHSP-2	ENVIRONMENTAL HEALTH SPECIALIST II	4	4,158	23.99	N	9410
EHSP-3	ENVIRONMENTAL HEALTH SPECIALIST III	4	4,546	26.23	N	9410
EHSU	ENVIRONMENTAL HEALTH SUPERVISOR	5	4,966	28.65	N	9410
EHTE	ENVIRONMENTAL HEALTH TECHNICIAN	3	3,383	19.52	N	9410
EPID	EPIDEMIOLOGIST	5	5,114	29.50	N	9410
EQSS	EQUIPMENT SERVICE SPECIALIST	2	2,670	15.40	N	9420
EVTC	EVIDENCE TECHNICIAN	6	3,243	18.71	N	9410
EXAS	EXECUTIVE ASSISTANT	4	3,284	18.95	N	8810.1
EXSH	EXECUTIVE ASSISTANT TO THE SHERIFF	4	3,284	18.95	N	8810.1
EACA	EXECUTIVE ASST TO COUNTY ADMINISTRATOR	11	3,587	20.69	N	8810.1
EDTR	EXECUTIVE DIRECTOR, THREE RIVERS LEVEE	8	10,320	59.54	E	9410
FMGR	FACILITIES MANAGER	8	4,966	28.65	E	9410
FNPR	FAMILY NURSE PRACTITIONER	4	7,509	43.32	N	9410
FASU	FINANCE & ADMINISTRATIVE SUPERVISOR	5	4,679	26.99	N	8810.1
FFED	FIRST 5 YUBA COMMISSION EXECUTIVE DIRECTOR	8	5,756	33.21	E	9410
FIAN	FISCAL ANALYST	4	4,158	23.99	N	8810.1
HMSP-1	HAZARDOUS MATERIALS SPECIALIST I	4	3,806	21.96	N	9410
HMSP-2	HAZARDOUS MATERIALS SPECIALIST II	4	4,158	23.99	N	9410
HMSP-3	HAZARDOUS MATERIALS SPECIALIST III	4	4,546	26.23	N	9410
HMSU	HAZARDOUS MATERIALS SUPERVISOR	5	4,966	28.65	N	9410
HHAD	HEALTH & HUMAN SERVICES AIDE	1	2,047	11.81	N	9410
HSPM	HEALTH & HUMAN SVCS PROGRAM MGR	8	6,107	35.23	E	9410
HEAR	HEALTH ADMINISTRATOR	8	7,965	45.95	E	9410
HAID	HEALTH AIDE	1	2,171	12.53	N	9410
HESP-1	HEALTH EDUCATION SPECIALIST I	4	3,284	18.95	N	9410
HESP-2	HEALTH EDUCATION SPECIALIST II	4	3,587	20.69	N	9410
HEOR	HEALTH OFFICER	8	13,625	78.61	E	9410
HPCR	HEALTH PROGRAM COORDINATOR	5	4,282	24.70	N	9410
HEQM	HEAVY EQUIPMENT MECHANIC	2	3,483	20.09	N	9422

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HRAN-1	HUMAN RESOURCES ANALYST I	11	4,037	23.29	N	8810.1
HRAN-2	HUMAN RESOURCES ANALYST II	11	4,546	26.23	N	8810.1
HRDD	HUMAN RESOURCES DEPUTY DIRECTOR	8	6,290	36.29	E	9410
HRDR	HUMAN RESOURCES DIRECTOR	8	8,204	47.33	E	9410
HRMG	HUMAN RESOURCES MANAGER	8	5,929	34.21	E	9410
HRSP	HUMAN RESOURCES SPECIALIST	11	3,284	18.95	N	8810.1
HRTE	HUMAN RESOURCES TECHNICIAN	11	3,483	20.09	N	8810.1
HRTA-1	HUMAN RESOURCES TRAINING ANALYST I	11	4,037	23.29	N	9410
HRTA-2	HUMAN RESOURCES TRAINING ANALYST II	11	4,546	26.23	N	9410
ITAN-1	INFORMATION TECHNOLOGY ANALYST I	4	4,546	26.23	N	8810.1
ITAN-2	INFORMATION TECHNOLOGY ANALYST II	4	5,114	29.50	N	8810.1
ITMG	INFORMATION TECHNOLOGY MANAGER	8	6,874	39.66	E	8810.1
ITSU	INFORMATION TECHNOLOGY SUPERVISOR	5	6,106	35.23	N	8810.1
ITST-1	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN I	3	3,806	21.96	N	8810.1
ITST-2	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN II	3	4,158	23.99	N	8810.1
ITSA	INFORMATION TECHNOLOGY SYSTEMS ARCHITECT	8	6,290	36.29	E	8810.1
INCO-1	INTERVENTION COUNSELOR I	3	3,095	17.86	N	9410
INCO-2	INTERVENTION COUNSELOR II	3	3,383	19.52	N	9410
JCOF-1	JUVENILE CORRECTIONS OFFICER I	16	2,673	15.42	N	9410.PB
JCOF-2	JUVENILE CORRECTIONS OFFICER II	16	3,098	17.87	N	9410.PB
KISU	KITCHEN SUPERVISOR	5	2,752	15.88	N	9420
LEBU	LEAD BUILDING MAINTENANCE CUSTODIAN	2	2,372	13.68	N	9420
LOAS-1	LEGAL OFFICE ASSISTANT I	1	2,304	13.29	N	8810.1
LOAS-2	LEGAL OFFICE ASSISTANT II	1	2,592	14.95	N	8810.1
LGSC	LEGAL SECRETARY	11	3,006	17.34	N	8810.1
LSCO	LEGAL SERVICES COORDINATOR	11	3,695	21.32	N	8810.1
LGSS	LEGAL SERVICES SUPERVISOR	5	3,587	20.69	N	8810.1
LIBR	LIBRARIAN	4	3,587	20.69	N	8810.4
LITE-1	LIBRARY TECHNICIAN I	1	2,109	12.17	N	8810.4

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MAAN-1	MANAGEMENT ANALYST I	8	4,412	25.45	E	8810.1
MAAN-2	MANAGEMENT ANALYST II	8	4,966	28.65	E	8810.1
OAST-1	OFFICE ASSISTANT I	1	2,047	11.81	N	8810.1
OASC-1	OFFICE ASSISTANT I	11	2,047	11.81	N	8810.1
OAST-2	OFFICE ASSISTANT II	1	2,238	12.91	N	8810.1
OASC-2	OFFICE ASSISTANT II	11	2,238	12.91	N	8810.1
OFSP	OFFICE SPECIALIST	1	2,516	14.52	N	8810.1
OFSP-C	OFFICE SPECIALIST	11	2,516	14.52	N	8810.1
PARA	PARALEGAL	11	3,383	19.52	N	8810.1
PATC	PAYROLL TECHNICIAN	3	3,483	20.09	N	8810.1
PETE	PERMIT TECHNICIAN	1	2,832	16.34	N	8810.1
PHTH	PHYSICAL THERAPIST	4	5,754	33.20	N	9410
PHAS	PHYSICIAN'S ASSISTANT	4	7,509	43.32	N	9410
PLCR-1	PLAN CHECKER I	4	4,282	24.70	N	9410
PLCR-2	PLAN CHECKER II	4	4,679	26.99	N	9410
PLAN-1	PLANNER I	4	4,037	23.29	N	9410
PLAN-2	PLANNER II	4	4,966	28.65	N	9410
PLAN-3	PLANNER III	4	5,425	31.30	N	9410
PLTE	PLANNING TECHNICIAN	3	3,587	20.69	N	
PREN	PRINCIPAL ENGINEER	8	7,079	40.84	E	9410
PRAN	PRINCIPAL MANAGEMENT ANALYST	8	6,673	38.50	E	9410
PPLA	PRINCIPAL PLANNER	8	6,290	36.29	E	9410
PBAI	PROBATION AIDE	1	2,833	16.34	N	9410
PBAN	PROBATION ANALYST	4	4,679	26.99	N	8810.1
PPMG	PROBATION PROGRAM MANAGER	8	5,590	32.25	E	9410.PB
PROA	PROGRAM AIDE	1	2,833	16.34	N	9410
PRAT	PROGRAM ASSISTANT	1	2,516	14.52	N	8810.1
PRSP	PROGRAM SPECIALIST	5	3,694	21.31	N	8810.1
PJMG	PROJECT MANAGER	8	5,588	32.24	E	8810.1

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PGCR	PUBLIC GUARDIAN-CONSERVATOR	8	5,268	30.39	E	9410
PHNR-1	PUBLIC HEALTH NURSE I	4	5,425	31.30	N	9410
PHNR-2	PUBLIC HEALTH NURSE II	4	5,754	33.20	N	9410
PHNR-3	PUBLIC HEALTH NURSE III	4	6,106	35.23	N	9410
PHNI	PUBLIC HEALTH NURSE INTERN	4	5,114	29.50	N	9410
PWDR	PUBLIC WORKS DIRECTOR	8	9,510	54.87	E	9410
PWMR-1	PUBLIC WORKS MAINTENANCE WORKER I	2	2,516	14.52	N	9422
PWMR-2	PUBLIC WORKS MAINTENANCE WORKER II	2	2,916	16.82	N	9422
PRMA	PUBLIC WORKS PROJECT MANAGER	8	6,290	36.29	E	9410
PWSU	PUBLIC WORKS SUPERINTENDENT	8	5,115	29.51	E	9422
RPAR-1	REAL PROPERTY APPRAISER I	4	3,383	19.52	N	9410
RPAR-2	REAL PROPERTY APPRAISER II	4	3,694	21.31	N	9410
RPAR-3	REAL PROPERTY APPRAISER III	4	4,158	23.99	N	9410
RECL-1	RECORDER CLERK I	1	2,750	15.87	N	9410
RECL-2	RECORDER CLERK II	1	3,006	17.34	N	9410
RENU	REGISTERED NURSE	4	4,966	28.65	N	9410
RVMR	REGISTRAR OF VOTERS MANAGER	8	5,754	33.20	E	9410
SAAD	SENIOR ACCOUNTANT-AUDITOR	4	4,282	24.70	N	8810.1
SEAT	SENIOR ACCOUNTING TECHNICIAN	3	3,284	18.95	N	8810.1
SBMT	SENIOR BUILDING MAINTENANCE TECHNICIAN	2	3,284	18.95	N	9420
SDPO	SENIOR DEPUTY PROBATION OFFICER	16	4,684	27.02	N	9410.PB
SRET	SENIOR ELIGIBILITY TECHNICIAN	3	3,284	18.95	N	8810.1
SITA	SENIOR INFORMATION TECHNOLOGY ANALYST	4	5,754	33.20	N	8810.1
SITT	SENIOR INFORMATION TECHNOLOGY SUPPORT	3	4,546	26.23	N	8810.1
SLTE	SENIOR LIBRARY TECHNICIAN	3	2,750	15.87	N	8810.4
SEPT	SENIOR PERMIT TECHNICIAN	1	3,095	17.86	N	8810.1
SPMW	SENIOR PUBLIC WORKS MAINTENANCE WORKER	2	3,188	18.39	N	9422
SSAC	SENIOR SUBSTANCE ABUSE COUNSELOR	3	3,694	21.31	N	8810.1
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,284	18.95	N	9410

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SHCA	SHERIFF'S CAPTAIN	8	7,266	41.92	E	7720
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,551	20.49	N	9410
SCRS	SHERIFF'S COMMUN & RECORDS SUPERV	5	4,158	23.99	N	8810.1
SHFA	SHERIFF'S FINANCIAL MANAGER	8	5,927	34.19	E	8810.1
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,274	36.20	N	7720
SHRE	SHERIFF'S RECORDS CLERK	1	2,516	14.52	N	8810.1
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	5,157	29.75	N	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,157	29.75	N	7720
SWKR-1	SOCIAL WORKER I	4	3,284	18.95	N	9410
SWKA-1	SOCIAL WORKER I (AS)	4	3,284	18.95	N	9410
SWKC-1	SOCIAL WORKER I (CWS)	4	3,806	21.96	N	9410
SWKE-1	SOCIAL WORKER I (EMPLOY)	4	3,284	18.95	N	9410
SWKR-2	SOCIAL WORKER II	4	3,587	20.69	N	9410
SWKA-2	SOCIAL WORKER II (AS)	4	3,587	20.69	N	9410
SWKC-2	SOCIAL WORKER II (CWS)	4	4,158	23.99	N	9410
SWKE-2	SOCIAL WORKER II (EMPLOY)	4	3,587	20.69	N	9410
SWKR-3	SOCIAL WORKER III	4	3,920	22.62	N	9410
SWKA-3	SOCIAL WORKER III (AS)	4	3,920	22.62	N	9410
SWKC-3	SOCIAL WORKER III (CWS)	4	4,546	26.23	N	9410
SWKR-4	SOCIAL WORKER IV	4	4,412	25.45	N	9410
SWKA-4	SOCIAL WORKER IV (AS)	4	4,412	25.45	N	9410
SWKC-4	SOCIAL WORKER IV (CWS)	4	4,966	28.65	N	9410
SWSA	SOCIAL WORKER SUPERVISOR (AS)	5	4,679	26.99	N	9410
SWSC	SOCIAL WORKER SUPERVISOR (CWS)	5	5,425	31.30	N	9410
SWSE	SOCIAL WORKER SUPERVISOR (EMPLOY)	5	4,412	25.45	N	9410
SACR-1	SUBSTANCE ABUSE COUNSELOR I	3	3,095	17.86	N	8810.1
SACR-2	SUBSTANCE ABUSE COUNSELOR II	3	3,383	19.52	N	8810.1
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	6,353	36.65	E	9410.PB
SACO	SUPERVISING ANIMAL CARE SERVICES OFFICER	5	3,383	19.52	N	7721

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SUBO	SUPERVISING BUILDING OFFICIAL	5	5,114	29.50	N	9410
SCMG	SUPERVISING CASE MANAGER	5	3,483	20.09	N	8810.1
SVRN	SUPERVISING CORRECTIONAL FACILITY RN	5	5,268	30.39	N	9410
SUPO	SUPERVISING DEPUTY PROBATION OFFICER	17	5,119	29.53	N	9410.PB
SJCO	SUPERVISING JUVENILE CORRECTIONS OFFICER	17	3,591	20.72	N	9410.PB
SLOA	SUPERVISING LEGAL OFFICE ASSISTANT	5	3,383	19.52	N	8810.1
SUME	SUPERVISING MECHANIC	5	3,920	22.62	N	9422
SUOA	SUPERVISING OFFICE ASSISTANT	5	2,832	16.34	N	8810.1
SPHN	SUPERVISING PUBLIC HEALTH NURSE	5	6,673	38.50	N	8810.1
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,217	30.10	N	7720
SMCK-1	SUPPLY/MAIL CLERK I	1	1,987	11.46	N	8810.1
SMCK-2	SUPPLY/MAIL CLERK II	1	2,172	12.53	N	8810.1
SSSU	SUPPORT SERVICES SUPERVISOR	5	3,284	18.95	N	8810.1
SYSA	SYSTEMS SUPPORT ANALYST	3	3,188	18.39	N	8810.1
TRCC	TRAINING COORDINATOR - CSS	5	4,037	23.29	N	8810.1
TRAN-1	TRANSFER ANALYST I	3	2,832	16.34	N	9410
TRAN-2	TRANSFER ANALYST II	3	3,188	18.39	N	9410
UNSH	UNDERSHERIFF	8	9,301	53.66	E	7720
VESO	VETERANS' SERVICES OFFICER	8	4,679	26.99	E	9410
VESR	VETERANS' SERVICES REPRESENTATIVE	3	3,006	17.34	N	9410
VWPM	VICTIM WITNESS PROGRAM MANAGER	8	5,927	34.19	E	9410
VWAD-1	VICTIM/WITNESS ADVOCATE I	3	2,592	14.95	N	9410
VWAD-2	VICTIM/WITNESS ADVOCATE II	3	2,916	16.82	N	9410
WFIN	WELFARE FRAUD INVESTIGATOR	6	4,773	27.54	N	7720

**Please Note:**

**Bilingual Pay:** Some positions may qualify for an additional \$125 per month for Bilingual Pay. Bargaining Units 6 and 7 may qualify for an additional \$100 per month.

**Confidential Pay:** Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

**Differential Pay:** Cook Classifications in the Co. Jail receive an additional \$175 per month.

TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY:	
<b>1ST:</b>	Determine the # of Years of Service Completed.
<b>2ND:</b>	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".
<b>3RD:</b>	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.
TO DETERMINE AN EMPLOYEE'S HOURLY RATE:	
<b>1ST:</b>	Determine Monthly Salary Above.
<b>2ND:</b>	Take Monthly Salary Multiply by 12 and divide resultant by 2,080. Use Standard Rounding (as defined below) to the nearest whole penny.
Standard Rounding: Round down if less than 5, round up if equal to or greater than 5.	

EMPLOYEES HIRED BEFORE 7/1/13			
LONGEVITY/MERIT STEP INDEX			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		

EMPLOYEES HIRED ON OR AFTER 7/1/13		
LONGEVITY/MERIT STEP INDEX		
Step	Number of Years of Service	Index Rate
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

## \*\*\* EXTRA HELP \*\*\*

## Classification System Hourly Schedule

EFFECTIVE DATE: July 1, 2015

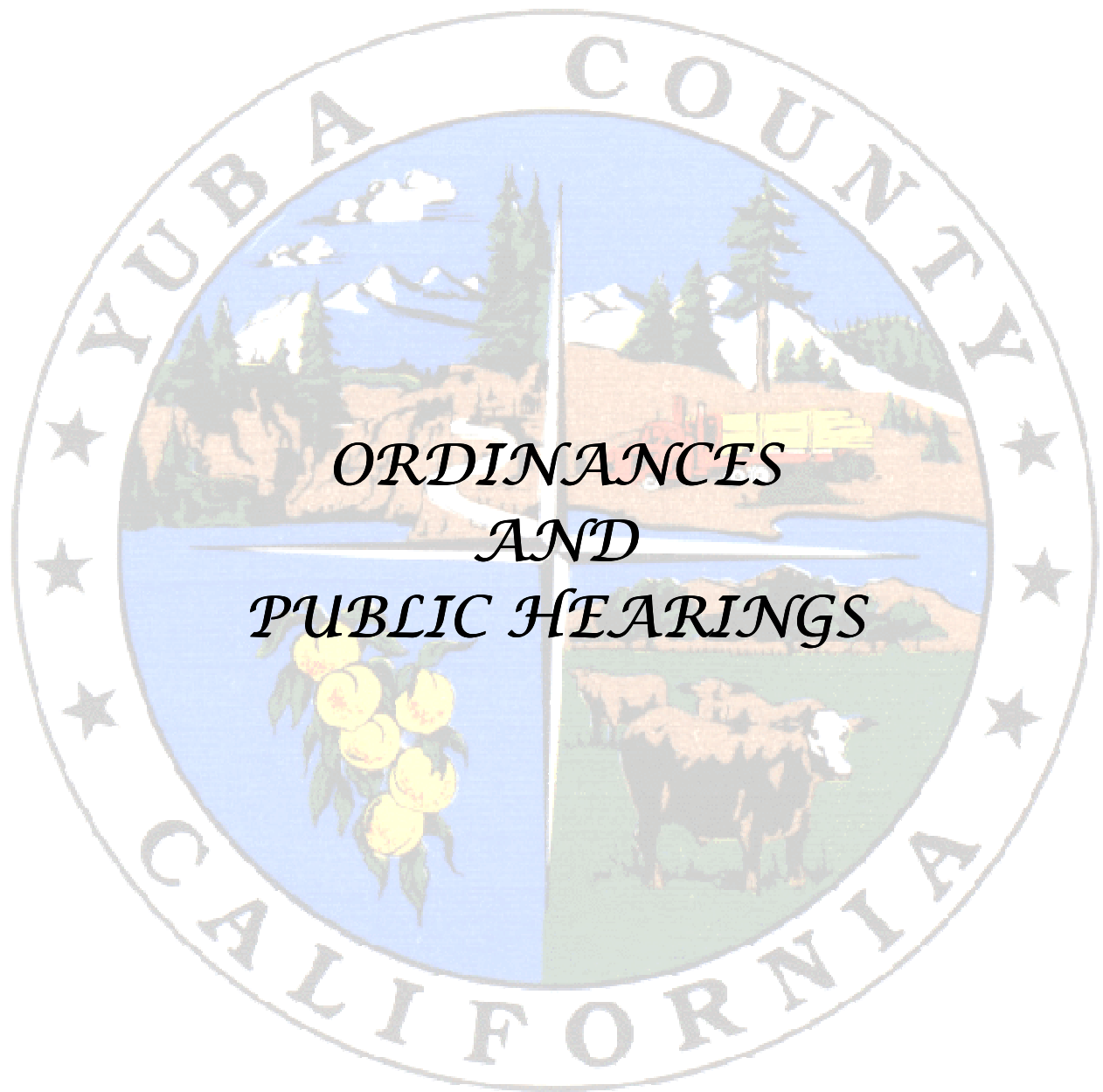
CLASSIFICATION	A	B	C	D	E	OT CODE	WC CODE	RANGE
CORRECTIONAL MEDICAL OFFICER	113.38	119.05	125.00	131.25	137.81	N	9410	11338
ENGINEERING AIDE I	12.77	13.41	14.08	14.78	15.52	N	9410	1277
ENGINEERING AIDE II	14.09	14.79	15.53	16.31	17.13	N	9410	1409
GENERAL WORKER			9.00			N	8810.1	900
JUVENILE CORRECTIONS AIDE	12.15	12.76	13.40	14.07	14.77	N	9410.PB	1215
MAINTENANCE AIDE	10.61	11.14	11.70	12.29	12.90	N	9420	1061
PROGRAM WORKER	10.44	10.96	11.51	12.09	12.69	N	9410	1044
PROJECT LEADER	10.81	11.35	11.92	12.52	13.15	N	9410	1081
PROJECT WORKER	9.55	10.03	10.53	11.06	11.61	N	9410	955
RESERVE DEPUTY			9.00			N	7722.R	900
YOUTH WORKER			9.00			N	8810.1	900

**YUBA COUNTY ELECTED OFFICIALS**  
**Classification System - Basic Salary Schedule**  
**EFFECTIVE DATE: July 2015**

CODE	CLASSIFICATION	BARG UNIT	BASE	OT CODE	WC CODE
ASSR	ASSESSOR	10	8,341	E	9410
AUCO	AUDITOR-CONTROLLER	10	8,341	E	9410
COCR	COUNTY CLERK-RECORDER	10	8,341	E	9410
DATY	DISTRICT ATTORNEY	10	10,943	E	9410
SHCO	SHERIFF-CORONER	10	10,676	E	7720
*SUPV	SUPERVISOR	10	4,147	E	9410
TRTA	TREASURER-TAX COLLECTOR	10	8,341	E	9410

ELECTED LONGEVITY STEP INDEX (BU 10)			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.2160	16	1.3800
at least 1	1.2160	17	1.3950
" 2	1.2160	18	1.4100
" 3	1.2160	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		
TO DETERMINE AN ELECTED'S MONTHLY SALARY:			
1ST:	Determine the # of Years of Service Completed.		
2ND:	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".		
3RD:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.		

Elected Officials (Barg. Unit 10) with a position code identified by \* are not subject to Longevity/Step Index.



*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# *The County of Yuba*

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



915 8<sup>TH</sup> STREET, STE 113  
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

**TO:** Board of Supervisors  
**FROM:** Jill Abel, Human Resources Director  
**DATE:** June 23, 2015  
**SUBJECT:** Adopt urgency ordinance to amend CalPERS contract

### RECOMMENDATION

Approve the attached urgency ordinance adopting an amendment to the existing contract between the County of Yuba and the California Public Employees' Retirement System (CalPERS) Board of Administration to include Section 20516 (cost sharing provision) for all miscellaneous members in YCEA and Non-Represented groups and authorize the Clerk of the Board of Supervisors to complete the required Certification of Final Action of Governing Body.

### DISCUSSION

In September of 2014, your Board approved the negotiated contract between the County of Yuba (County) and the Yuba County Employees' Association (YCEA), and in October of 2014, your Board approved the policy between the County and miscellaneous Non-Represented groups which included the provision for employees to share in the employer cost of ongoing retirement contributions. YCEA and Non-Represented employees agreed to begin paying a portion of the employer's share of pension cost effective July 1, 2015.

The attached ordinance is the final requirement for CalPERS to process the contract amendment and it allows the County to implement the negotiated cost sharing benefit. As stated to your Board on May 12<sup>th</sup>, in order for the CalPERS contract amendment to be effective on July 1, 2015, the County requested action must be done as an urgency ordinance. The urgency action is necessitated by CalPERS' time frames in getting the County required documents, the requirement of an employee election and the Board's schedule of meetings prior to July 1, 2015.

### COMMITTEE

None – Administrative only

### FISCAL IMPACT

This action is administrative only.

URGENCY ORDINANCE NO. \_\_\_\_\_

**TITLE 3: PERSONNEL – AMENDING CHAPTER 3.40.010. AND ADDING CHAPTER  
3.04.042: AN ORDINANCE ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT  
BETWEEN THE COUNTY OF YUBA AND THE CALIFORNIA PUBLIC EMPLOYEES’  
RETIREMENT SYSTEM BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:


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

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM  
ANGIL MORRIS-JONES County Counsel:

By: \_\_\_\_\_



FINDINGS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA AUTHORIZING THE AMENDMENT OF TITLE 3 CHAPTER 3.40 OF THE YUBA COUNTY ORDINANCE CODE TO INCLUDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) OF .824% FOR LOCAL MISCELLANEOUS MEMBERS IN THE YUBA COUNTY EMPLOYEES' ASSOCIATION AND NON-REPRESENTED GROUPS

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA FINDS AND ORDAINS AS FOLLOWS:

SECTION 1. The Board of Supervisors of the County of Yuba, by four-fifths vote, hereby finds and declares the following:

A. CalPERS has strict rules and regulations governing the contract amendment process. During the 2014 contract negotiations with the Yuba County Employees' Association (YCEA) the County contacted CalPERS to ascertain the process to include a provision for employees to share in the employer cost of ongoing retirement contributions. Based on the County's understanding of the information provided, the County adopted the Master Labor Agreement (MLA), specifically Section 17.02 of the MLA, with YCEA and a similar policy with miscellaneous Non-Represented groups stating "[e]ffective July 1, 2015, the County and the Employees will share the increased employer pension costs equally with each paying 50% of the employer cost increase set by CalPERS for Fiscal Year 2015/2016 and Fiscal Year 2016/2017".

B. In February of 2015, the County contacted CalPERS to begin the contract amendment process to include Section 20516 (Employees sharing additional cost) for local miscellaneous members in YCEA and Non-Represented groups. This allowed plenty of time to amend our contract prior to July 1, 2015. However, CalPERS would not recognize the MLA language referenced above as sufficient. For that reason, the County met with YCEA and prepared a side letter of agreement to expressly state the percentage increase of .824% to its members and to collect signatures from all miscellaneous Non-Represented employees. These additional steps took more than a month to complete.

C. Once we remitted the information required by CalPERS, the County was able to begin the standard contract amendment process. The County had to delay progress with several Board items due to CalPERS' lengthy timeframes to upload required documents, the requirement of an employee election and the Board's schedule of meetings prior to July 1, 2015.

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

**Section 1.** This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California and thenceforth and thereafter the same shall be in full force and effect.

**Section 2.** That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

**Section 3.** The Chairman of the Yuba County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the County of Yuba.

**Section 4.** Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.010 as follows: "13. July 1, 2015 – §20516 – Employees sharing additional cost of .824% for local miscellaneous members in the Yuba County Employees' Association (YCEA) and Non-Represented groups; and section 3.40.042 as follows: "Approval of Additional Amendment. Pursuant to Government Code §20460 et seq., the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on May 12, 2015, and on file with the Clerk of the Board of Supervisors to include Section 20516 (Employees Sharing Additional Cost) of .824% for local miscellaneous members in the Yuba County Employees' Association (YCEA) and Non-Represented groups."

**Section 5.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



California  
Public Employees' Retirement System

---

**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisors  
County of Yuba

---

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007, July 1, 2007 and September 1, 2014 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective September 1, 2014, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

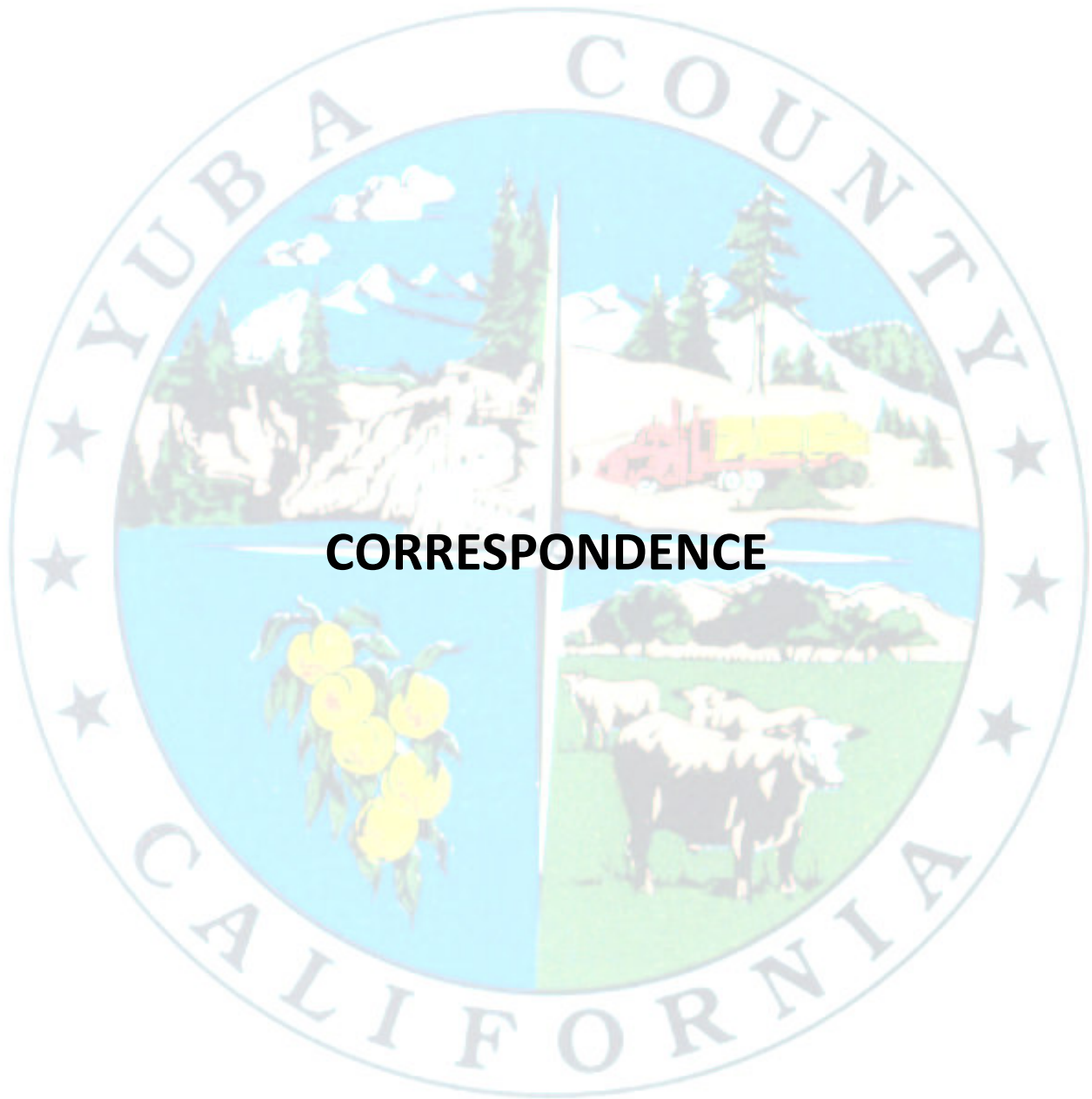
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. County Peace Officers (included as local safety members);
  - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
- a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
- a. Section 20042 (One-Year Final Compensation).
  - b. Section 21573 (Third Level of 1959 Survivor Benefits).
  - c. Section 20965 (Credit for Unused Sick Leave).
  - d. Section 21024 (Military Service Credit as Public Service).

- e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after September 1, 2014 for local safety members.
- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- g. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, .824% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

- 10. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 12. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.







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**Commissioners****Michael Sutton**, President  
Monterey**Jack Baylis**, Vice President  
Los Angeles**Jim Kellogg**, Member  
Discovery Bay**Richard Rogers**, Member  
Santa Barbara**Jacque Hostler-Carmesin**, Member  
McKinleyvilleSTATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor**Fish and Game Commission****Sonke Mastrup**, Executive Director

1416 Ninth Street, Room 1320

Sacramento, CA 95814

(916) 653-4899

(916) 653-5040 Fax

www.fgc.ca.gov

**RECEIVED**

JUN 1 2015

May 27, 2015

Clerk/Board of Supervisors

**TO ALL INTERESTED AND AFFECTED PARTIES:**

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Sections 478, 479, and 702, Title 14, California Code of Regulations, relating to the implementation of the Bobcat Protection Act, which will be published in the California Regulatory Notice Register on May 29, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Dr. Eric Loft, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Caren Woodson

Associate Governmental Program Analyst

Attachment

BOS CORRESPONDENCE

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

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, 215, 220, 331, 332, 713, 1050, 1055.1, 1572, 3003.1, 4150, 4155, 4331, 4336, and 10502 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 207, 215, 219, 220, 331, 332, 713, 1050, 1055, 1055.1, 1570, 1571, 1572, 1573, 3950, 3960, 3951, 4150, 4155, 4302, 4330, 4331, 4332, 4333, 4336, 4340, 4341, 4652, 4653, 4654, 4655, 4657, 4750, 4751, 4752, 4753, 4754, 4755, 4902, 10500 and 10502 of said Code, proposes to amend Sections 478, 479, and 702 Title 14, California Code of Regulations, relating to implementation of the Bobcat Protection Act of 2013.

### **Informative Digest/Policy Statement Overview**

Amend sections 478, 479, and 702, Title 14, California Code of Regulations.

The statutory mandate to promulgate regulations to place restrictions on bobcat trapping is set forth in Fish and Game Code Section 4155, the Bobcat Protection Act of 2013, which states in subsection (b)(1):

“Through the commission’s next regularly scheduled mammal hunting and trapping rulemaking process occurring after January 1, 2014, the commission shall amend its regulations to prohibit the trapping of bobcats adjacent to the boundaries of each national or state park and national monument or wildlife refuge in which bobcat trapping is prohibited.”

In addition, Fish and Game Code Section 4155(e) directs the Commission to set trapping license fees and associated fees at the levels necessary to fully recover all reasonable administrative and implementation costs of the department and the commission associated with the trapping of bobcats in the state, including, but not limited to, enforcement costs. A range of potential fees is presented with the recommended fee combination of \$35 per shipping tag and \$1,137 for the proposed Bobcat Trapping Validation. The proposed regulatory changes will not affect the take of bobcats with a hunting license and bobcat hunting tags under subsection 478.1, or under a depredation permit issued pursuant to Section 401.

### **PROPOSED REGULATORY CHANGES**

Option 1: Partial closure of the state to bobcat trapping and establishing property-specific closure boundaries around protected areas.

- Amend Section 478, Bobcat, by adding descriptions of a statewide “Bobcat Trapping Closure Area” and 18 “Property-Specific Closure Areas” surrounding 23 protected areas and incorporate editorial changes and re-numbering of the text for clarity.

- Amend Section 702, Fees, by adding a new subsection (d)(1) to require (in addition to the trapping license fee set forth in the Fish and Game Code) the payment of a Bobcat Trapping Validation Fee set at \$[ 0 – 1,325 ] and subject to annual adjustment.
- Amend Section 479, Bobcat Pelts, by moving the current bobcat pelt shipping tag fee from subsection (c)(5); and Amend Section 702, Fees, adding a new subsection (d)(2), Shipping Tags, and increasing the fee from \$3 to \$[ 0 - 245 ] and subject to annual adjustments. Additionally, there are editorial changes and re-numbering of the text for clarity.
- Amend Section 479 by deleting the 'no cost' provision and 'department mark' on pelts not for sale in subsection (a)(1), each pelt will be required to have a Department issued shipping tag; and, by eliminating the listed Method of Take in subsection (c)(4).

Option 2: Total prohibition on bobcat trapping in California.

- Amend Section 478 by prohibiting bobcat trapping throughout California.
- Amend Section 479 eliminating pelt tags, fees, and department marks for bobcats taken by trapping.

#### BENEFITS OF THE PROPOSED ACTION:

The benefits of the proposed regulations to the environment, whether of a partial trapping ban as described in Option 1, or a full ban as described in Option 2, will be through the improved protection of bobcat populations and the enhancement of non-consumptive use benefits. Non-consumptive uses anticipated to potentially increase include: the observation of bobcats in the wild and the perceived value of the bobcat population's contribution to ecosystem functioning.

#### EVALUATION OF INCOMPATIBILITY WITH EXISTING REGULATIONS:

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the commercial trapping of bobcat. No other State agency has the authority to promulgate such regulations. The Commission has searched the CCR for any regulations regarding bobcat trapping and has found no such regulation; therefore the Commission has concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Mountainside Conference

Center, at 1 Minaret Road, in Mammoth Lakes, California, on June 11, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the River Lodge Conference Center, at 1800 Riverwalk Drive, in Fortuna, California, on August 5, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 23, 2015, at the address given below, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or e-mailed to the Commission office, must be received before 12:00 noon on July 31, 2015. All comments must be received no later than August 5, 2015, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Dr. Eric Loft, Department of Fish and Wildlife, phone 916-445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

#### Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The Commission does not anticipate significant statewide adverse economic impact directly affecting business, although the proposed fee increases may reduce the ability of California bobcat trapping businesses to compete with businesses in other states.

The principle businesses that are expected to be impacted by the proposed regulatory changes are approximately 200 licensed trappers which Department records indicate have historically taken bobcat and paid the current shipping tag fee. Their income is not derived solely from the take of bobcat pelts during the relatively short bobcat trapping season, but also from other animals lawfully taken for profit. Whether the increase in fees or the reduction in opportunity from limitations on trapping areas, as described in Option 1, or a complete ban as described in Option 2, the economic loss to the state as a whole is expected to be very small and would not significantly affect California businesses or their ability to compete with businesses in other states.

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

The Commission does not anticipate any significant impacts on the creation or elimination of jobs within the State because a partial or full ban would affect only a small number of licensed commercial trappers whose income is not derived solely from bobcat pelts but also from other animals lawfully taken for profit.

The Commission anticipates potential benefits to the health and welfare of California residents through the enhancement of non-consumptive use benefits. Non-consumptive uses that could increase include: the observation of bobcats in the wild and the perceived value of the bobcat population's contribution to ecosystem functioning.

The Commission does not anticipate benefits to worker safety because this regulatory action will not impact health, welfare or worker safety.

The Commission anticipates possible benefits to bobcat populations because the regulations required by statute will place further limitations on the take of bobcats.

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

If Option 1 is adopted, the Commission anticipates increased costs to the business of commercial trappers because of the additional fees for the Bobcat Trapping Validation and increased fees for shipping tags on pelts. The Commission expects these fees to be entirely absorbable by passing on this cost to the consumers of bobcat pelts. Private persons, not involved in commerce in bobcat products will not be impacted by any cost.

A statewide ban (Option 2) would impact a small number of licensed trappers who will no longer derive any income from the sale of bobcat pelts. However, licensed trappers could continue to derive income from the legal take of other animals.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

#### Effect on Small Business

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

#### Consideration of Alternatives

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

#### FISH AND GAME COMMISSION

Sonke Mastrup  
Executive Director

Dated:



EDMUND G. BROWN JR.  
GOVERNORMATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION**State Water Resources Control Board****RECEIVED**

JUN 1 2015

Clerk/Board of Supervisors

**NOTICE OF PETITION FOR TEMPORARY CHANGE  
INVOLVING THE TRANSFER OF WATER  
UNDER SOUTH SUTTER WATER DISTRICT  
LICENSE 11118 (APPLICATION 14804)**

On May 22, 2015, South Sutter Water District (District) filed a petition for temporary change to transfer water pursuant to California Water Code section 1725 et seq. The proposed project would allow the District to transfer up to 6,000 acre-feet (af) of water from July 1 through September 30, 2015 to the following State Water Contractor Agencies: Central Coast Water Authority, County of Kings, Dudley Ridge Water District, Kern County Water Agency, Metropolitan Water District of Southern California, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District and Santa Clara Valley Water District. The proposed transfer would include the following changes: (1) add the State Water Project's Banks Pumping Plant, Barker Slough Pumping Plant, and San Luis Reservoir as points of diversion, (2) add a portion of the service area of the State Water Project as an additional place of use, and (3) add municipal and industrial purposes of use to the District's License 11118.

Pursuant to California Water Code section 1725(f), any interested party may file a comment regarding this petition. **Comments must be received by the Division of Water Rights by 4:30 p.m. on June 16, 2015. A copy must also be provided to the District c/o Sara Harper at the email address below.** To obtain detailed information regarding the proposed transfer, you may view the petition by visiting the Division's website at:

[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/applications/transfers\\_tu\\_notices/](http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/)

Any correspondence directed to the District should be emailed to Sara Harper at:  
[Harper@mbkengineers.com](mailto:Harper@mbkengineers.com).

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at [patricia.fernandez@waterboards.ca.gov](mailto:patricia.fernandez@waterboards.ca.gov). Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: June 1, 2015

PATRICIA FERNANDEZ, CHAIR • THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 • [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

State Water Resources Control Board

**NOTICE OF PETITIONS FOR TEMPORARY CHANGE  
INVOLVING THE TRANSFER UNDER CONTRA COSTA WATER DISTRICT  
PERMIT 20749 (APPLICATION 20245)  
AND THE SPECIFIED PERMITS OF THE U.S. BUREAU OF RECLAMATION**

On May 22, 2015, Contra Costa Water District (CCWD) and the U.S. Bureau of Reclamation (Reclamation), collectively Petitioners filed petitions for temporary change to transfer up to 500 acre-feet (af) of water pursuant to California Water Code section 1725 et seq. The Petitioners request the temporary addition of the Byron Bethany Irrigation District (BBID) point of diversion on the intake channel to the Banks Pumping Plant (Banks) as a point of diversion/redirection to Reclamation Permits 12721, 11967, 12725, 12726 and 11315 (Applications 5626, 5628, 9366, 9367 and 13370). The transfer water is stored in Los Vaqueros Reservoir under CCWD Permit 20749. CCWD proposes to reduce its Central Valley Project (CVP) supply deliveries/diversions at Old and Middle River intakes and increase its use of stored water in Los Vaqueros Reservoir. The 500 af of previously stored water would be transferred to BBID via the point of diversion on the Banks intake channel mentioned above.

The Petitioners have requested the temporary changes occur from June 1 to October 31, 2015.

Any correspondence directed to the Petitioners should be emailed to both: 1) CCWD, c/o Lucinda Shih, [lshih@ccwater.com](mailto:lshih@ccwater.com); and 2) Reclamation, c/o Lisa Holm, [lholtm@usbr.gov](mailto:lholtm@usbr.gov).

**CCWD and Reclamation Permits Subject to Temporary Change**

<b>CCWD Water Right</b>		
Application Number	Permit Number	Description
20245	20749	Los Vaqueros Reservoir
<b>Reclamation Water Rights</b>		
5626	12721	Shasta Project
5628	11967	Trinity Project
9366	12725	Contra Costa Canal
9367	12726	Contra Costa Canal
13370	11315	Folsom Project

Pursuant to California Water Code section 1725(f), any interested party may file a comment regarding these petitions. **Comments must be received by the Division of Water Rights by 4:30 p.m. on June 16, 2015. A copy must also be provided to the Petitioners at the email addresses above.** To obtain detailed information regarding the proposed transfer, you may view the petitions by visiting the Division's website at:

[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/applications/transfers\\_tu\\_notices/](http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/)

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at [patricia.fernandez@waterboards.ca.gov](mailto:patricia.fernandez@waterboards.ca.gov). Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: June 1, 2015