

BOARD OF SUPERVISORS

AGENDA

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



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

OCTOBER 6, 2015

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

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

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. 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 Vasquez
- 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. [\(439-1015\) Approve agreement with Mead and Hunt, Inc. for engineering services for completion of Airport Layout Plan and authorize Chair to execute.](#)
 2. [\(440-1015\) Approve second amendment to sub-lease Peach Tree Clinic, 5730 Packard Avenue, and authorize Chair to authorize.](#)
 - B. Community Development and Services
 1. [\(441-1015\) Award contract to apparent low bidder, R and R Horn Inc., for rail crossing reconstruction on Ellis Road at Union Pacific Railroad, pending review and approval by County Counsel and Caltrans, and authorize Chair to execute.](#)
 2. [\(442-1015\) Approve floodplain development variance for agricultural building at 7880 Highway 70, APN 018-030-025.](#)
 - C. Clerk of the Board of Supervisors
 1. [\(443-1015\) Approve minutes of the meetings of September 14, 15, and 22, 2015.](#)
 2. [\(444-1015\) Reappoint Ann Soliday as the Public Agency Representative to the Child Care Planning Council of Yuba and Sutter Counties for the term ending September 30, 2018.](#)
 - D. Health and Human Services
 1. [\(445-1015\) Approve renewal agreement with Bi-County Ambulance Service, Incorporated and authorize Chair to execute.](#)

2. [\(446-1015\) Authorize continuation of County Employee Wellness Program for Fiscal Year 2015-2016.](#)
- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- V. **COUNTY DEPARTMENTS**
 - A. Board of Supervisors
 1. [\(447-1015\) Appoint California State Association of Counties Board of Director representative and alternate for term commencing December 1, 2015. \(Five minute estimate\)](#)
- VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.
 - A. [\(448-1015\) Ordinance- Hold public hearing, waive reading, and introduce ordinance adding section 8.05.325 relating to incessant dog barking and enforcement procedure. \(Roll Call Vote\) \(First Reading\) \(Ten minute estimate\)](#)

[\(449-1015\) Ordinance - Hold public hearing, waive reading, and introduce ordinance amending section 8.05.320 reducing violation to an infraction. \(Roll Call Vote\) \(First Reading\) \(Ten minute estimate\)](#)
- VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
 - A. [\(450-1015\) Minutes from California Fish and Wildlife Conservation Board of May 21, 2015, which includes Daugherty Hill Wildlife Area expansion acquiring 732 acres.](#)
 - B. [\(451-1015\) Notice from United States Fish and Wildlife Service Petition findings on ten species in California and Nevada.](#)
 - C. [\(452-1015\) Notice from California Fish and Game Commission of proposed regulatory action regarding "Transgenic" and "Miscellaneous Applications."](#)
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **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.

The County of Yuba

Department of Administrative Services

Doug McCoy - Director



(439-1015) Appro... - 1 of 24

741-6248
749-7880
FACILITIES MANAGEMENT 749-7880
INFORMATION SERVICES 749-7891
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880

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

October 6, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJECT: APPROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH MEAD & HUNT, INC.,
FOR ENGINEERING SERVICES FOR FAA GRANT AIP 3-06-0149-16-2015

Recommendation:

It is recommended that the Board approve the subject agreement and authorize the Chairman to sign the agreement as submitted.

Background:

The engineering services are for the completion of the update of the Airport Layout Plan (ALP). The ALP is the official document of proposed projects that are anticipated to be constructed on the airport. The update will include the location for the proposed Olivehurst Public Utility District's solar array project along Arboga Road and the proposed parallel taxiway to serve the Skyway Drive industrial areas.

Discussion:

The Yuba County Airport has received a grant from the Federal Aviation Administration for completion of this project covering 90 percent of the cost or \$144,000. The total project cost is \$160,000.00. The 10 percent grant match or \$15,000.00 will be accomplished through a matching grant from the State Division of Aeronautics with the balance from the Airport Enterprise Fund.

Committee Action:

This item was not presented to the Public Facilities Committee as it is considered routine and the project has previously been before the Board of Supervisors on June 2, 2015.

Fiscal Impact:

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

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for engineering 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

MEAD & HUNT, INC.
"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", Consultant shall provide said services at the time, place and in the manner specified in Attachment "A", Phase 1 through 4.

2. Term.

Commencement Date: September 15, 2015

Termination Date: December 31, 2016

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for 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.

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.

Mary Hansen, Airport Manager, is the representative of the County and will administer this Agreement for the County. Brad Musinski, P.E., is the point of contact 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 Requirements

9. Termination. County and Consultant shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

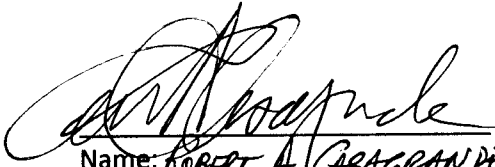
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of

_____, 2015.

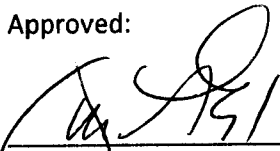
"County"
County of Yuba

"Consultant"
Mead & Hunt

Chair,
Board of Supervisors

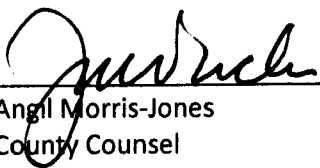

Name: ROBERT A. CASAGRANDE
Title: VICE PRESIDENT

Insurance Provisions
Approved:



Jill Abel
Risk Manager

Approved as to Form:



Angil Morris-Jones
County Counsel

**YUBA COUNTY AIRPORT
COUNTY OF YUBA, CALIFORNIA
AIRPORT LAYOUT PLAN UPDATE**

AIP No. 3-06-0149-016-2015

SCOPE OF SERVICES

This Scope of Services describes the tasks that will be undertaken to update the Airport Layout Plan (ALP) set for the Yuba County Airport (Airport) located three miles south of Marysville, California and owned and operated by the County of Yuba (County). This Scope of Services is organized into two sections: Project Understanding and Scope of Services. The Project Understanding section documents the Airport owner's goals for this process, the circumstances surrounding the need for the project, and the required areas of emphasis. The Scope of Services details the work tasks to be completed by Mead & Hunt, Inc. (Consultant) in pursuit of the goals outlined in the Project Understanding section.

PROJECT UNDERSTANDING

The last comprehensive update to the Yuba County Airport ALP was completed as part of the 2008 Airport Master Plan. The 2008 ALP includes a 1,000-foot southward extension of the primary runway (Runway 14-32), construction of new exit/entrance taxiways at the present runway ends, and expansion of the Airport's core building area in the southeast quadrant.

At the direction of the Federal Aviation Administration (FAA) San Francisco Airport District Office, the 2008 ALP needs to be updated to meet FAA guidance on ALP standards. Additionally, the County has several high-priority projects to be included on the updated ALP. The Scope of Services covers the following tasks.

- Update the 2008 ALP to meet requirements of FAA Advisory Circulars (AC) 150/5300-13A, Change 1, *Airport Design*, 150/5070-6B *Airport Master Plans*, and checklists associated with 2013 *ALP Review Checklist* (ARP SOP No. 2.00) and *Exhibit 'A' Review Checklist* (ARP SOP No. 3.00). The 2008 ALP set includes the ALP drawing, ALP data sheet and Exhibit 'A' Airport Property Map. Consultant will update the existing ALP sheets and prepare the following additional sheets to complete the ALP set:
 - Title Sheet
 - Airport Airspace Plan and Profile
 - Inner Portion of the Approach Surface Plan and Profile
 - Runway Departure Surface Plan and Profile
 - Terminal Area Plan

Note that the Land Use Drawing is excluded from this Scope of Services as the County and other local government agencies rely upon the state-mandated Yuba County Airport Land Use Compatibility Plan (ALUCP) to guide off-airport land use decisions.

- Define any modifications needed to comply with FAA design standards. The midfield exit taxiways which connect to the primary runway at a 45-degree angle rather than 90-degrees will specifically be evaluated.
- Identify sites for future solar farms.
- Reflect a taxiway extension that will serve an industrial park located southwest of the Airport.

In addition to the ALP Update, the following projects are included in this Scope of Services to support future planning and development at the Airport.

- Prepare an Airports GIS (AGIS) Airport Airspace Analysis.
 - As indicated in the preceding section, a new Airspace Plan is required as part of the ALP update. The FAA has begun an initiative to streamline the Airport airspace analysis and survey process and centralize airport data storage into one integrated web-based Geographic Information System (GIS) called "Airports GIS or AGIS." AGIS surveys capture survey data of the Airport property and the surrounding area. The Airport was last surveyed in 2008. As such, the obstruction data for the Airport is outdated. An AGIS survey will provide high quality obstruction data for the Airport Airspace Drawings and obstruction analysis.
- Identify a new site on-airport for a future fire station.
 - The 2008 ALP identifies a future fire station site on-airport property at the southwest corner of Arboga Road and 11th Avenue (Item #33 on the 2008 ALP). This site is being considered for a new solar farm for the Yuba County Water Agency. If this site is selected for the solar farm, a new site for a future fire station should be identified. As part of this ALP update, the Consultant will identify a suitable site for a future fire station on the Airport, if it continues to be desirable to have a fire station on the Airport property.
- Re-evaluate future development options for the core building areas.
 - The 2008 Master Plan provides a layout concept of how the Airport's southeastern quadrant might look at full build-out. An existing drainage ditch crossing through the building area is an impediment to expansion of aviation-related facilities. The build-out concept assumes that the drainage ditch will be realigned to follow a future segment of Sky Harbor Drive. As part of this ALP update, the Consultant will develop a phasing plan for future development that considers the existing alignment of the drainage ditch.
 - The 2008 Master Plan also looked at future development in the east hangar area located south of the approach end of Runway 23. The site is constrained by wetlands and lack of road access. The Consultant will identify potential layout options for this east hangar area. The results of this analysis will be reflected in the new Building Area Plan.
- Prepare a lease boundary map.
 - Building upon information shown on the Exhibit 'A' Map and provided by the County, a lease Boundary Map will be created to show the locations of airport property currently under lease to public agencies or private entities. Boundary descriptions (metes and bounds) and leasehold acreages provided by the County will be documented. A tabulation listing current leaseholders and the lease expiration dates will be included. The lease boundary map will be included in the new Building Area Plan.
- Prepare draft approach protection easement.
 - Consultant will provide draft language for an approach protection easement to be obtained by the County on private property south of the Airport (western portion of "90-acre" parcel). Proposed conditions to be placed on future use of the property will be described. Such conditions will include, but not be limited to, allowable heights, acceptance of airport noise and related impacts, and other restrictions essential to promote airport compatible development of the land. Negotiations with the property owner regarding the easement conditions are not included in this task.

SCOPE OF SERVICES

This section describes the work elements that will be completed as part of the ALP Update.

Element 1: Study Design

The study design will include the preparation of a comprehensive Scope of Services, along with a schedule for completing work elements. The parties, including the County, Consultant, and FAA, will agree to any changes required and the documents will be submitted to the County for final review and approval. These documents will form the basis of a contract.

Element 1 will terminate upon Consultant receipt of a Notice to Proceed by the City. The remaining elements included in this Scope of Services will then proceed in accordance with the work plan maintained by the Consultant project manager.

Assumptions:

- No in-person meetings will be required to complete this element. Coordination will be conducted via telephone and electronic mail.

Deliverables:

- Draft scope, schedule, and budget.
- Final scope, schedule, budget, grant application, and executed contract documents.

Element 2: Project Management

Project management includes administrative tasks, project coordination, and communication efforts needed to complete this project. The approach combines routine and timely coordination with Airport management, FAA, members of the project team, and others who become involved through the course of the study. The project management and coordination process includes the following tasks:

Project Initiation — Consultant will hold a project kickoff meeting with County staff via conference call. During this call, the project work plan will be reviewed and refined, communication protocols will be established, and a brainstorming session will be conducted using the 2008 ALP.

Project Management — includes communications among the project team for purposes of tracking the progress of the various study elements. Project management duties include: developing and documenting the project work plan; organizing the project team; launching and monitoring project activities; managing/mitigating risks; overseeing quality control efforts; and closing out the project once completed.

Sponsor Project Briefings — regular monthly status briefings will take place through the duration of the project, which is anticipated to take 18 months from the date of contract acceptance by the County and FAA. It is expected that these briefings will take place in accordance with a communication protocol to be established at the project kickoff. Written project status reports will be filed on a monthly basis with the County's designated point of contact and the FAA program manager.

FAA Coordination — the primary purpose of this task is to keep the FAA informed of project progress, and to help establish a consensus between the County and the FAA when FAA input is necessary. The method and frequency of such coordination efforts will be established at project kickoff.

Assumptions:

- Active work period of eighteen (18) months by Consultant team.
- Consultant will send monthly email to County and FAA during inactive periods (if any) to identify the delay and anticipated restart. Inactive project time may include ALP review and approval processing by FAA and/or County.

Deliverables:

- Eighteen (18) monthly project status reports delivered via email and/or in hard copy with invoices.
- As-needed email correspondence and telephone discussions throughout active project duration.

Element 3: Project Travel

This Scope of Services provides three (3) project-related trips to meet with the County and FAA. In-person meetings are anticipated to consist of the following:

Meeting #1, Project Initiation — Consultant will meet with County staff to review this scope and schedule. During this work session, the project work plan will be reviewed and refined, communication protocols will be established, and a brainstorming session regarding the projects listed in the Project Understanding will be conducted using the 2008 ALP.

Meeting #2, Administrative Draft ALP — upon completion of the administrative draft ALP set and Narrative Report, the Consultant will meet with County staff to present the proposed Plan and recommended revisions. This meeting also will be used to review the results of the new airspace analysis. The Consultant will work with County staff to formulate a feasible implementation plan for removal of obstructions (if any).

Meeting #3, FAA Draft ALP — Consultant will accompany County staff to a meeting with the FAA to present the draft ALP set.

Assumptions:

- Up to two (2) Mead & Hunt staff at the meetings.
- No meetings will require an overnight stay.
- Consultant will prepare meeting materials and will forward meeting notes and action items for initial review by County before being finalized.

Deliverables:

- Consultant participation at three (3) in-person meetings.
- Preparation and distribution of meeting materials to County.
- Meeting notes and action items reports to County.

Element 4: AGIS

An AGIS survey will be conducted to support an aeronautical obstruction survey for the Airport. The survey will follow FAA guidance for a Vertically Guided Airport Airspace Analysis (AAA) Survey, as defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1. *Runways with Vertical Guidance* (inclusive of paragraphs 2.7.1.1. through 2.7.1.1.7.). The project will include vertically guided AAA Survey for Runway 14-32 and Runway 5-23. New aerial photography will be collected as part of this effort, and used to provide data on objects on the Airport property and underlying the vertically guided AAA surfaces, as defined in AC 150/5300-18B.

Assumptions:

- AGIS survey data will be submitted to the FAA through the program's website at <http://airports-gis.faa.gov>.
- Applicable AGIS survey data, including objects, structures, elevation data, will be integrated into the Airport Layout Plan and Airspace Plan.

Deliverables:

- Items required per Table 2.1 (Survey Requirements Matrix) of FAA AC 150/5300-18B, Column 'Airport Layout Plan.'
- AGIS website deliverables include:
 - Statement of Work, Imagery Plan and Survey and Quality Control Plan
 - Imagery Delivery
 - Digital limited landmark detail outside the airport
 - Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
 - Obstruction survey data (that covers VG surfaces)
 - Surveyed centerline profile on VG runways
 - NAVAID data
 - Photogrammetrically derived points, lines and polygons with attribution per the standards defined in AC 150/5300-18B
 - Federal Geographic Data Committee compliant metadata
 - Final Report

Element 5: Alternatives/Proposed Development

Consultant will evaluate the near- and intermediate-term needs of the Airport. The evaluation will focus on the specific projects identified in the Project Understanding. Alternatives will be provided as appropriate for each topic. The results of this planning effort will be reflected in the appropriate ALP sheet and described in the ALP Narrative Report.

Assumptions:

- A total of four (4) alternatives will be generated.
- Update does not include a runway length analysis.

Deliverables:

- Deliverables to be provided in PDF format for County's review and comment.

Element 6: Airport Layout Plan

Consultant will update its electronic ALP files of the Airport to include as-built information for any projects completed since the last ALP approval. Existing proposed airfield facilities will be evaluated based upon the new design guidelines in FAA Advisory Circular 150/5300-13A, *Airport Design*. Data tables will be updated and expanded to reflect FAA design nomenclature. ALP drawings will be formatted to conform to the FAA's guidance in the 2013 *ALP Review Checklist* (ARP SOP No. 2.00). Consultant will update the ALP to reflect the future projects analyzed in Element 4 at the County's direction.

Assumptions:

- Element 6 includes inventory collection of airport data and maps. This includes the Airport base map, which appears to be relatively current. Any major revisions of the base map are not included in this ALP update. Other data to be collected for the ALP by the Consultant includes:
 - Airport 5010 and AVN datasheet (runway ends and elevations will be based on published data)

- Published instrument approach and departure procedures
- USGS topo quad map
- Terrain contours
- Elevation data for on-airport structures for which elevations do not currently exist will be provided as part of the AGIS survey.
- Update does not include a runway length analysis.
- FAA will provide comments after initial review and the ALP will be updated for the internal ADO review.

Deliverables:

- Administrative Draft ALP set to client (printed and digital pdf) – one (1) set of 24" x 36" sheets. Sheets included in the full ALP set:
 - Title (Index) Sheet
 - Airport Layout Plan Sheet
 - Airport Data Sheet
 - Part 77 Airspace Plan
 - Inner Approach Plan (x2)
 - Departure Surface
 - Building Area Plan Sheet
 - Exhibit 'A' Property Map
- Draft ALP (same sheets as above) to FAA for initial review – one (1) set of 24" x 36" sheets plus digital files in PDF format.
- Draft ALP (same sheets as above) to FAA for internal ADO review – one (1) set of 24" x 36" sheets plus digital files in PDF format.
- Draft FAA ALP checklist.

Element 7: Airspace Plan

A new Airspace Plan will be created using the new data from the AGIS AAA Survey. The Airspace Plan will reflect the existing and future airfield configuration in plan and profile view. The drawing will depict the FAR Part 77 airspace surfaces, threshold siting surfaces, departure surface(s), and inner approach surfaces for each runway end. The Airspace Plan sheets will reflect objects obtained from the anticipated AGIS survey (Element 4). Only the most critical objects at each runway end will be identified and called out on each inner-approach sheet (no greater than 30 objects per runway end). Objects close to each other will be 'grouped' to create 'one' object (e.g., cluster of trees). The Airspace Plan is anticipated to require at least four sheets to effectively present the data.

Assumptions:

- Obstruction data will be taken from the AGIS survey conducted as part of Element 4.
- For clarity, the existing and future inner-approach plans for Runway 32 may be shown on different sheets.

Deliverables:

- The Airspace Plan will be included with ALP set (see Element 6, Deliverables above).

Element 8: Building Area Plan

A new Building Area Plan will be prepared in accordance with the FAA's guidance in the 2013 *ALP Review Checklist* (ARP SOP No. 2.00). The Plan will build upon the work conducted as part of the 2008 Master

Plan reflecting build-out of the Airport's core building area. Projects described in Project Understanding and analyzed under Element 5 will be reflected in this drawing.

Assumptions:

- The build-out concept illustrated in Figure 4C of the 2008 Master Plan will be digitized and used as the basis of the new Building Area Plan.
- Refinements to the building area layouts will be based on the work produced under Element 5.
- Lease information provided by the County will be illustrated to show airport property under lease to public agencies or private entities.

Deliverables:

- Draft Building Area Plan will be included with ALP set (see Element 6, Deliverables above).

Element 9: Exhibit 'A' Property Map

The 2008 Exhibit 'A' map will be updated to conform to the FAA's guidance in the 2013 *Exhibit 'A' Review Checklist* (ARP SOP No. 3.00). The map will be updated to reflect any property or aviation easements acquired by the County since the 2008 ALP was last approved.

Assumptions:

- County will provide metes and bounds descriptions of any property or aviation easements acquired since this property map was last updated.
- A boundary survey and record search is not included in this Scope of Services to be conducted by the Consultant.
- Draft and final property map submissions anticipated to be concurrent with ALP set.

Deliverables:

- Draft Exhibit 'A' Property Map will be included with ALP set (see Element 6, Deliverables above).

Element 10: Airport Layout Plan Narrative Report

A Narrative Report will accompany the ALP submission to identify the major changes since the 2008 ALP. The Narrative Report will focus on the following topics identified in the FAA's 2013 *ALP Review Checklist* (ARP SOP No. 2.00): Executive Summary, Aeronautical Forecasts, Proposed Development, Obstruction Surfaces, and Development Summary. Other checklist items are either covered in the 2008 Master Plan or not applicable.

Assumptions:

- The Narrative Report will place emphasis on the following:
 - Aeronautical forecast for the purposes of establishing the future critical aircraft.
 - Critical aircraft and runway reference code determination.
 - Alternative analysis as proposed projects identified in the Project Understanding and Element 5.
 - Phasing of future projects.
 - Documenting obstruction issues and any proposed changes to the ALP.
- The Narrative Report will not repeat the topics covered in the 2008 Airport Master Plan.
- This is not a Master Plan update. The following sections typically addressed in a master plan will not be included: inventory, detailed forecasts, facility requirements, implementation and financial plan, environmental consequences, and land use.

- The Narrative Report is anticipated to have a printed length of no more than twenty (20) pages, including up to eight (8) pages of graphic depictions in addition to the ALP set.
- Schedule assumes draft report will be submitted with the draft ALP drawing set.

Deliverables:

- Administrative Draft Airport Layout Plan Narrative Report – PDF for County staff review.
- Draft Airport Layout Plan Narrative Report – two (2) printed copies for FAA review.
- Letter responding to FAA comments.
- Final Airport Layout Plan Narrative Report – two (2) printed copies for FAA and an electronic version.

Element 11: Final Plan Preparation

Following receipt of FAA comments on the draft ALP set, the Consultant will review the comments with the County to define the specific changes that will be made. This meeting will be held via telephone.

Client retains responsibility for FAA coordination, CEQA compliance, and local adoption. Consultant will advise Client when to begin this process or may undertake these services under a separate contract.

Assumptions:

- This ALP Update is intended to resolve only those items included in the Project Understanding section.
- Element includes one (1) formal response to Client and FAA comments between draft and final plan submission.

Deliverables:

- Written response to FAA and Client comments.
- Plan set (as described in Element 6) submission to FAA for formal review – ten (10) sets of 24" x 36" sheets.
- Digital copies of ALP set for the Client and FAA.
- Completed final FAA ALP checklist to accompany final plan submission.
- Final plan set submission to client for signature and FAA approval – five (5) sets of 24" x 36" sheets.

RESPONSIBILITIES OF COUNTY OF YUBA

Our Scope of Services and Compensation are based on the County of Yuba performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Obtain and deliver airport property information needed for completing the property map, if any property has been acquired since the ALP was approved.
- Obtain and deliver airport leasehold information needed for completing the lease boundary map.
- Access to the project site.
- Available data, drawings, and information related to the project as specified in the scope elements.
- Review of draft and final plans, reports, etc. within forty-five (45) days of receipt.
- Protection of Mead & Hunt supplied digital information or data, if any, from contamination, misuse, or changes.

FEE

The fee associated with this ALP update will be: One Hundred Fifty-Seven Thousand Two Hundred Dollars (\$157,200).

ELEMENT	BUDGET
Element 1: Study Design	\$2,200
Element 2: Project Management	\$3,500
Element 3: Project Travel (3 trips)	\$8,200
Element 4: AGIS	\$57,200
Element 5: Alternatives/Proposed Development	\$11,000
Element 6: Airport Layout Plan	\$16,000
Element 7: Airspace Plan	\$33,300
Element 8: Building Area Plan	\$5,200
Element 9: Exhibit 'A' Property Map	\$3,800
Element 10: ALP Narrative Report	\$10,800
Element 11: Final Plan Preparation	\$6,000
TOTAL	\$157,200

SCHEDULE

The schedule shown below is proposed for the project. The schedule will need to be extended if County or FAA reviews take longer than specified.

June 2015	Meeting #1: Project initiation meeting with client
June – August 2015	AGIS Survey
June – August 2015	Alternatives analysis
September 2015	Analyze AGIS obstruction data
October – December 2015	Prepare administrative draft ALP set
December 2015 or January 2016	Meeting #2: Present administrative draft ALP to client
January 2016	Client review of administrative draft ALP
February – March 2016	Revise ALP based on client comments and prepare draft Narrative Report
March 2016	Meeting #3: Present draft ALP set and Narrative Report to FAA
March – May 2016	Initial review of ALP set by FAA
May 2016	Receipt of FAA comments
May – June 2016	Revise ALP set and Narrative Report based on FAA comments and prepare formal response to FAA comments
July 2016	Submit ALP set and Narrative Report to FAA for formal review
Fall 2016	Submit final ALP set and Narrative Report to client for signature and FAA for final approval

ATTACHMENT B

PAYMENT

B.1 Base Contract Fee. The Consultant shall be paid for services in connection with the project. County shall pay Consultant on a time-and-expense basis in accordance with Consultant's "Standard Billing Rate Schedule" in effect at the time the services are rendered, unless a lump sum amount is negotiated for any individual task. The Consultant's 2015 "Standard Billing Rate Schedule" is attached. The total charges and payments under this Agreement shall not exceed One Hundred Fifty Seven Thousand Two Hundred Dollars (\$157,200.00) unless specifically authorized in writing by County. Consultant shall submit invoices to County covering work accomplished in the preceding month and County shall pay said invoices within thirty (30) days of receipt.

B.2 Travel Costs. For any Consultant travel requested by County, County shall pay travel costs and associated expenses in accordance with the Consultant's "Standard Billing Rate Schedule" in effect at the time of the travel.

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

None.

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 contractors 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 Operative Provision No. 9.

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, Consultants, or subcontractors.

D.5 Contractor 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 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.2192 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:

County:

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

With a copy to:

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

Consultant:

Mead & Hunt
133 Airport Boulevard, Suite 100
Santa Rosa, CA 95403

ATTACHMENT E INSURANCE REQUIREMENTS

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, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | | |
|--|--|--|
| 1. General Liability: (including operations products and completed operations, as applicable.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage |
| 3. Workers' Compensation: | As required by the State of California | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit
bodily by disease, \$1,000,000 each
employee bodily injury by disease |
| 5. Errors & Omissions | \$1,000,000 | per occurrence |

Liability:

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.

Other Insurance Provisions

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

1. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
2. 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.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

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

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

Acceptability of Insurers

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

Verification of Coverage

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.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of contractor 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 subcontractors.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *[Signature]*
Date: October 6, 2015
Re: Amendment to lease with Peach Tree Clinic

Recommendation

The Board approves the second amendment to the lease between the County and Peach Tree Clinic

Background

In December of 2014, the Board approved a lease between Peach Tree Clinic and the County for the space they occupy at the Heal & Human Services building at 5730 Packard Ave. It was a sub-tenant agreement to memorialize our relationship within the existing 'master' lease agreement between the County and Descor / Hampac LLC (the current owners).

Discussion

The master lease directs the annual rent escalation and the adjustment to the monthly property operating expense payment to be implemented annually in September. This was specifically clarified in our sub-tenant agreement between Peach Tree Clinic and the County, so this action is an amendment to our agreement to clarify when the rent adjustments shall take place and to keep them in line with the County's increase to its landlord.

Committee Action

The Public Facilities Committee was bypassed due to the routine nature of this item.

Fiscal Impact

There is no fiscal impact to this amendment. If it is not approved, the County could be liable for the rent increase delta between the September implementation date and the sub-lease renewal date in December.

SUB-TENANT LEASE AGREEMENT
Between
Yuba County And Peach Tree Clinic

AMENDMENT # 2

This is the first amendment to the SUB-TENANT AGREEMENT, dated *December 14,* 2014, between the County of Yuba (COUNTY) and Peach Tree Healthcare, Inc. (CLINIC). *Pan*

Pursuant to Operative Provision 3, "Rent," of the basic agreement, the following changes are hereby made:

- a. Rent Increase. Changes to rent shall coincide with the date stated in the master agreement between Hampac, LLC and the COUNTY referenced in the original agreement; which has been established as September 1 of each year.

Pursuant to Operative Provision 4, "Rent Adjustments," of the basic agreement, the following changes are hereby made:

- a. Property Operating Expense. Changes to the property Operating Expense, as defined in the master agreement, shall also coincide with the date stated in the master agreement between Hampac, LLC and the COUNTY referenced in the original agreement; which has been established as September 1 of each year.

All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment #2 to the Agreement on

_____ 2015.

"COUNTY"
County of Yuba

Mary Jane Griego
Chair

"CLINIC"
Peach Tree Healthcare, Inc.

Greg Stone,
CEO

ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: *[Signature]*

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(441-1015) Award... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

October 6, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low Bidder for Contract No. 2015-2238 Ellis Road Rail Crossing Reconstruction

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above mentioned project to the apparent low bidder, and to authorize its chair to execute the contract pending contract approval by County Counsel and Caltrans.

BACKGROUND:

The project will entail reconstructing the eastbound and westbound approaches on Ellis Road to the Union Pacific Railroad tracks, bringing the road to current specifications and reducing the approach grade to the extent feasible. The majority of the project will be funded with federal funding for a qualifying California Public Utilities Commission (CPUC) project that is managed through a division of Caltrans. The Engineer's Estimate for construction and construction engineering at the time of application in 2013 was \$251,400.

On Thursday, August 13, 2015 bids were opened for the subject project. The lowest three bids received were:

- | | |
|--------------------|--------------|
| 1. R & R Horn Inc. | \$239,458.00 |
| 2. Escheman Const. | \$242,502.64 |
| 3. Franklin Const. | \$250,951.00 |

With the actual bids received the total of construction and construction engineering is \$296,000. Yuba County has requested an increase in funding to cover a shortfall of \$44,600. If the additional funds request is unsuccessful, Public Works will reduce or eliminate one or more of the bid items.

DISCUSSION:

The work in general will consist of creating a safer roadway by improving the railroad crossing and allowing trucks and trailers access across the levee without high centering on the tracks.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The project will be 100% funded with federal funds.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(442-1015) Appro... - 1 of 14

CODE ENFORCEMENT
749-5455 • Fax 749-5484

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

TO: BOARD OF SUPERVISORS

FROM: Daniel Peterson, Principal Engineer

A handwritten signature in black ink, reading "Daniel Peterson".

SUBJECT: Approval of Floodplain Development Variance for Agricultural Building at 7880 Highway 70

DATE: October 6, 2015

Recommendation

That the Board approve the application for a floodplain development variance for an agricultural storage building planned at 7880 Highway 70, APN 018-030-025.

Background

The owners of 7880 Highway 70, located west of Highway 70, are proposing to construct five additions to an existing agricultural building. The new 129,393 square foot addition will be used to store dryers, produce, and agricultural equipment.

Discussion

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to address special situations. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage of agricultural produce, dryers, and agricultural equipment. Requesting a variance for wet flood proofing this type of agricultural structure is common, and the drying and storage of produce is specifically listed as allowable uses for a wet-floodproofed structure according to the National Flood Insurance Program (NFIP).

Committee Action

The Land Use & Public Works Committee was bypassed as this item is routine in nature.

Fiscal Impact:

There is no fiscal impact to Yuba County.

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Yuba County Public Works Department
915 8th Street, Suite 123
Marysville, California, 95901
(530) 749-5420

APPLICATION PACKET FOR

FLOODPLAIN DEVELOPMENT VARIANCE

Floodplain management regulations cannot be written to anticipate every imaginable situation. A process for issuing variances gives a builder a way to seek permission to vary from the letter of the rules because of a special situation. A **variance** is a grant of relief by the County from the terms of a land use, zoning or building code regulation. Because a variance can create an increased risk to life and property, variances from flood elevation or other requirements in the flood ordinance should be rare.

Granting variances is a local decision that must be based on not only National Flood Insurance Program (NFIP) criteria, but also on state law and local regulations. A floodplain development variance may only be issued for either of the following situations: 1) wet floodproofing of an accessory structure or a structure used solely for agricultural purposes; 2) reconstruction, rehabilitation or restoration of historic structures; or 3) wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Attached are the necessary filing forms and instructions for submitting a complete floodplain management variance application. All forms must be completely filled out and submitted with any necessary supporting information. This packet includes the following forms:

- Application for Floodplain Development Variance
- General Application Information
- Eligibility Criteria
- Acknowledgement of Adverse Effects
- Site Plan Requirements

Upon receipt of the **completed forms, site plan, and filing fees**, the Floodplain Administrator will determine the completeness of the application. This review will be completed as soon as possible, but at most, within thirty (30) days of the submittal of the application. If the application is determined to be complete, the County will set the application for a hearing before the Land Use and Public Works Committee.

If sufficient information **has not** been submitted to adequately process your application, you will receive a notice of incomplete application with instructions on how to complete the application. Upon receipt of that additional information or revised application, the thirty (30) day review period will begin again.

Approximately five (5) days prior to the Land Use and Public Works Committee meeting, the Floodplain Administrator will prepare a report and submit it to you, the Land Use and Public

Works Committee, and others involved with the project. This report will be based on the information contained in your application and staff analysis. The report will usually contain a recommendation for approval, conditional approval, or denial. After either being approved or denied by the Land Use and Public Works Committee, the application will be scheduled for hearing before the County Board of Supervisors.

Since the information contained in your application is used to evaluate the project and in the preparation of the staff report, it is important that you provide complete and accurate data. Failure to provide adequate information could significantly delay the processing of your application.

Each section of the application packet should be carefully reviewed prior to submittal and responses to **EVERY** question provided. If a particular response is not applicable, an N/A should be marked in the space provided indicating that the question has been reviewed by the applicant. If there are **ANY** blank spaces, staff will assume that the applicant has not completed the application packet and will return it for completion.

Applicants and/or their representatives are encouraged to attend the public hearing.

The variance criteria set forth in the Floodplain Management Ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the land itself, and not shared by adjacent parcels. The unique characteristics must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

If the variance requested is to allow wet floodproofing of accessory or certain agricultural structures, the wet floodproofing design will be checked during the building permit process. A wet floodproofing design is not required prior to obtaining a variance.

PLEASE CONTACT THE PUBLIC WORKS DEPARTMENT at (530) 749-5420 IF YOU HAVE ANY QUESTIONS WHILE PREPARING THE APPLICATION, OR AT ANY TIME DURING THE PERMIT PROCESS. WE WILL BE HAPPY TO ASSIST YOU IN ANY WAY WE CAN.

COUNTY OF YUBA

APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Applicant

- ☒ a. Request variance to allow wet floodproofing
☐ b. Other (explain): _____

Property Location and Address: 7880 Hwy 70

Assessor's Parcel No(s): 018-030-025-000 **Zoning:** _____

Proposed Building Type/Use: Agriculture structure for drying & storage of produce

Proposed Building Size: 55,550; 28,600; 55,550; 2,100; 25,413 (sq ft) **Proposed Finish Floor Elevation:** _____

Existing Ground Elevation at Proposed Building Site: 20 feet (NGVD 1929)

Note: Existing ground elevation may be estimated; no formal survey is required for a variance application.

FIRM Map/Panel No: 0340D **Flood Zone:** A **Base Flood Elevation:** N/A

	Property Owner	Applicant
NAME:	<u>Bakshinder Thiara</u>	<u>Bakshinder Thiara</u>
ADDRESS:	<u>P.O. Box 3658</u>	<u>P.O. Box 3658</u>
CITY:	<u>Yuba City</u>	<u>Yuba City</u>
PHONE:	<u>(530) 682-5861</u>	<u>(530) 682-5861</u>

SIGNATURE OF PROPERTY OWNER: _____

OFFICE USE ONLY	
Floodplain Administrator Recommendation:	DATE: <u>09/17/2015</u>
<input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> CONDITIONAL APPROVAL <input type="checkbox"/> DENY	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Land Use & PW Committee:	
DATE: _____	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Board of Supervisors:	
DATE: _____ Floodplain Administrator Signature: _____	
Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I agree to accept the Variance subject to the provisions of the Floodplain Management Ordinance and the Conditions of Approval of the permit.	
Owner's Signature: _____	Date: _____

THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.

GENERAL APPLICATION INFORMATION FORM

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

**PLEASE PRINT CLEARLY OR TYPE
USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:**

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. Proposed project is to expand an existing structure for drying and storage of agricultural produce (prunes).

- B. Parcel size (square feet or acres): 40 acres.

- C. Existing land use (attached photographs of the site):
Undeveloped (vacant) _____ Developed X _____

If developed, describe extent (type and use of all structures): _____
Existing structures for drying and storage of prunes, storage of agricultural equipment.

- D. Existing surrounding land uses:

North Orchard
South Two residential estates and orchards.
East Highway 70, orchards.
West Orchards

- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? Yes

If yes, please explain Portable fuel storage tanks will be on site during harvest and drying season.

- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? Yes

If yes, please explain Electrical power is provided to proposed building.

- G. Will the project include any stationary mechanical equipment in the proposed building? Yes

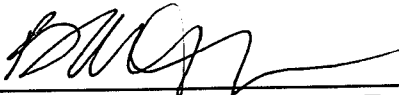
If yes, please explain Prune dryers will be installed in proposed building.

- H. What is the necessity of the facility to have a waterfront location?
This is not a waterfront location.

- I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage?

No.

I hereby certify, to the best of my knowledge, that the above statements are correct.



Signature of Person Preparing Form

9/14/15
Date

(530) 682 5861
Telephone Number

ELIGIBILITY CRITERIA
(Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement: Parcel is located in a wide, expansive floodplain. Owner requires access to drying and storage facilities adjacent to the orchards served. There is no feasible alternative location for the proposed prune drying / storage facility.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement: This variance is for new construction. Lot size is 40 acres.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement: Variance is not for repair or rehabilitation of an historic structure.

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not

result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: Proposed project is not within a regulatory floodplain.

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: The requested variance is the minimum necessary relief from standard floodplain development in order to sustain agricultural activities in this area.

**Acknowledgement of Adverse Effects
Application for Floodplain Management Variance
Yuba County, California**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

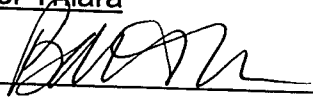
Property On Which Requesting Variance:

Address: 7880 Highway 70

Yuba County APN: 018-030-025

PROPERTY OWNER:

Name (printed) Bakshinder Thiara

Name (Signature)  Date 9/14/15

Mailing Address

Street Address: P.O. Box 3658

City: Yuba City State: CA Zip: 95992

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.

- I. What danger is there that materials may be swept onto other lands to the injury of others?

Minimal. The structure will be designed to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters via flood vents. The structure will be adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- II. What danger to life and property may occur due to flooding or erosion damage?

Little or none. The structure will be constructed using flood resistant materials and the building utility equipment including electrical will be flood proofed.

- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?

This property is in the area being designated Flood Zone A. Unless there is a levee failure there is little chance of flood damage. Structure is designed to be subject to minimal flood damage. This agricultural building is to be used exclusively for drying and storing agricultural produce and storing agricultural related equipment.

- IV. What is the importance of the services provided by the proposed facility to the community?

The proposed structure will support a major drying facility that sustains the community's agricultural operations. The drying operation is very important for continued agricultural activities in the community.

- V. What is the compatibility of the proposed use with existing and anticipated development?

The type of storage being proposed is consistent and accessory to the principal agricultural use of the existing structures on this parcel and within the community.

- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area?

The proposed structure to house prune dryers is consistent with the County's General Plan and zoning.

- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood?

Access to this community is provided by State Highway 70 and Silva Avenue. This structure would not require additional response from emergency vehicles in time of flood.

- VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site?

This is an A Zone with an unknown BFE. Unless the local levee breaks the flooding would be a slow rise event. With a slow rise event sediment transport would likely be minimal.

- IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges?

None for this structure. In this rural agricultural community, the property owners own and maintain their own wells and septic systems. Electrical power is provided by Pacific Gas & Electric Co. and the State Highway and Silva Avenue provide access to the community.

7880 Hwy 70

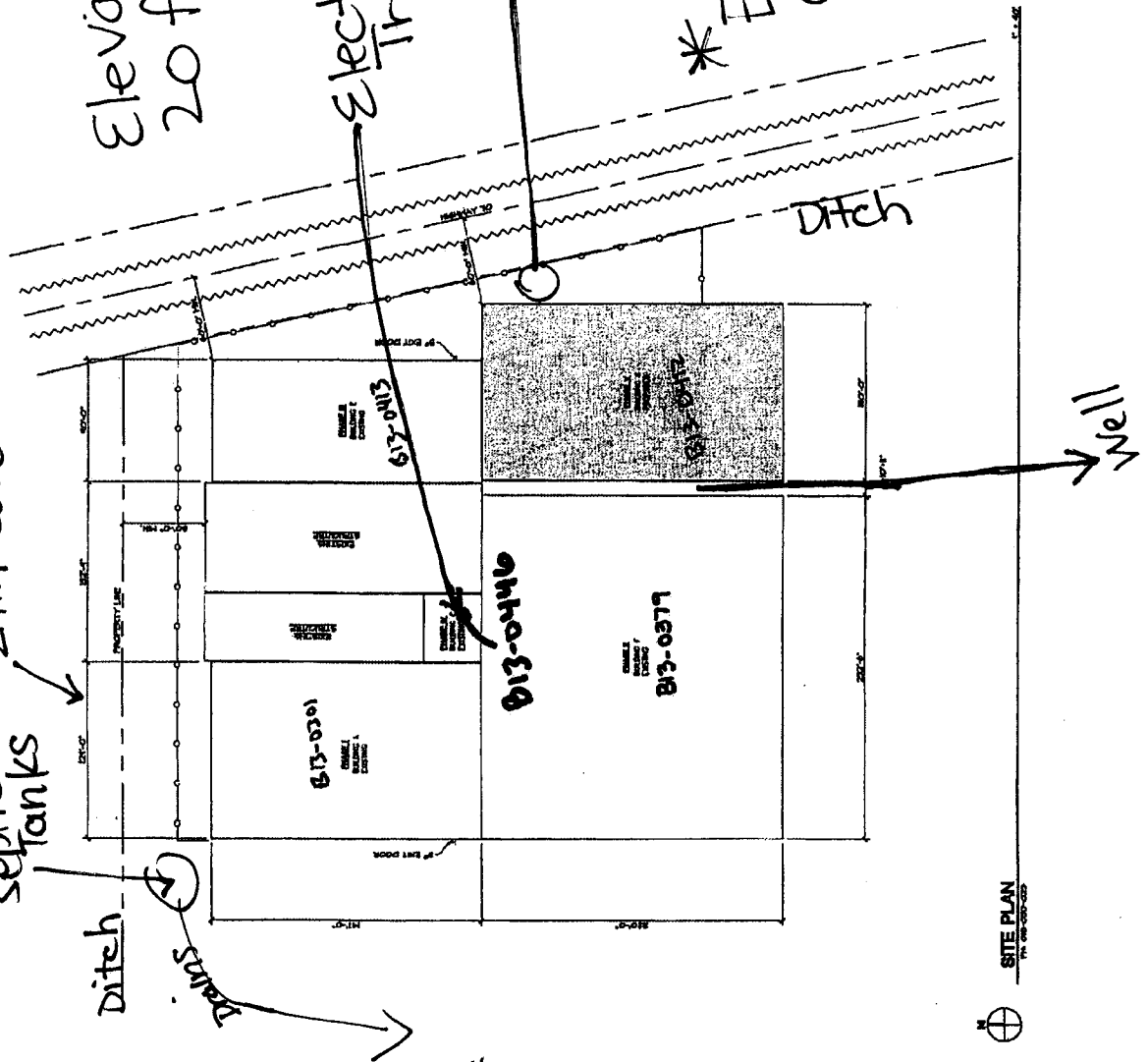
septic tanks 24in cover

Elevation
20 ft NGVD 1929

Electric
Transformer

PG&E Gas
Meter

*Entire parcel falls within
an Approximate "A" Zone.
NO BFE determined



COUNTY OF YUBA FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Summary Sheet (to be completed by Public Works Staff)

Type of Variance Requested:

- ☐ Wet floodproofing of an accessory structure;
☒ Wet floodproofing of a structure used solely for agricultural purposes;
☐ Reconstruction, rehabilitation or restoration of an historic structure;
☐ Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Is application complete?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would variance comply with FEMA regulations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would denial result in exceptional hardship?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If within Floodway, is No-Rise Certification provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
Would variance constitute minimum relief?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would there be a risk of debris transport?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Would there be an increased risk to life or property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is proposed location necessary?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Is there a better alternate location for facility?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Staff recommendation:

- ☒ Approve Variance
☐ Approve Variance with conditions
☐ Deny Variance


 Public Works Staff Signature

9/17/2015
 Date

The County of Yuba

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

SEPTEMBER 14, 2015 SPECIAL MEETING



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 3:35 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Randy Fletcher. Mary Jane Griego was absent. Also present were County Counsel Angil Morris-Jones. Vice Chair Abe presided.

I. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher: Supervisor Griego absent.

II. CLOSED SESSION

Personnel pursuant to Government Code §54957(b)(1) - Appeal Hearing One Case By 4/0 vote the Board ordered recommendation of Human Resources Director

III. ADJOURN: 4:45 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS

SEPTEMBER 15, 2015 SPECIAL MEETING



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 8:30 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 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 - Supervisor Abe absent.

County Counsel advised at the special meeting of September 14, 2015, the Board by unanimous vote upheld the Human Resources Director decision.

B. SPECIAL PRESENTATION: (404-0915) Receive update from Camptonville Community Partnership on forest biomass energy project and feasibility study. (Forty-five minute estimate) Camptonville Community Partnership Cathy LeBlanc briefly recapped the project.

Supervisor Abe joined the meeting at 8:35 a.m.

Ms. Regine Miller, Camptonville Community Partnership, provided a PowerPoint presentation recapping the following and responded to Board inquiries:

- o Fire Hazard Zones
- o Improvement of air quality/reduced pile burning
- o Job creation
- o Re-vitalize Celestial Valley Mill site
- o Business Center Concept
- o Use of logs for Biomass from private timber companies
- o Power Plant Facility
- o Use of electricity and heat produced
- o Project History

Project Manager Greg Retzlaff, Black and Veatch Corporation, provided a PowerPoint presentation recapping the following and responded to inquiries:

- o Scope of Work
- o Permits
- o Technology Analysis
- o Boiler Venders/Steam Turbine Vendors
- o Cost Estimates Development
- o Financial Analysis

Ms. Miller advised the Steering committee recommended direct combustion boiler with steam turbine generator and recapped next steps for moving forward with the project.

C. ADJOURN: 9:26 a.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS



SEPTEMBER 15, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:40 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 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: Andrew Vasquez SECOND: John Nicoletti
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

A. Auditor-Controller

1. (405-0915) Adopt resolutions establishing appropriations limits for Yuba County for Fiscal Years 2014/2015 and 2015/2016. Adopted Resolution Nos. 2015-94 and 2015-95, which are on file in Yuba County Resolution Book No. 46.
2. (406-0915) Adopt resolutions establishing county-wide and special district tax rates for Fiscal Year 2015/2016.
 Adopted Resolution Nos. 2015-96 and 2015-97, which are on file in Yuba County Resolution Book No. 46.

B. Board of Supervisors

1. (407-0915) Approve decision and findings of fact for Administrative Appeals regarding Santiago and Martha Ramirez, property owners/Luis Silva, cultivator and tenant, for 5284 Montclair Avenue, Linda, CA 95901 and authorize Chair to execute. Approved.

C. Clerk of the Board of Supervisors

1. (408-0915) Approve minutes of August 25, 2015. Approved.

D. Community Development and Services

1. (409-0915) Approve Hammon Grove caretaker agreement with Samuel and Debbie DeWitt and authorize Chair to execute. Approved.

E. Health and Human Services

1. (410-0915) Award contracts to Pannell Counseling Services for counseling, therapeutic and/or evaluation services and authorize Chair to execute upon review and approval of County Counsel. Approved.
2. (417-0915) Approve agreement with California Statewide Automated System Consortium IV for purchase of Facilitate and Control Tablets and authorize Chair to execute. Approved.

F. Human Resources

1. (411-0915) Approve Comprehensive Memorandum of Understanding between Yuba County and the Deputy Sheriff's Association effective July 1, 2013 - June 30, 2016 and authorize Chair to execute. Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Zach Cross, water bills regarding marijuana legalization
Ms. Mary Jane Salvato, water usage

V. COUNTY DEPARTMENTS

A. Agricultural Commission

1. (412-0915) Consider approval to allow the Fish and Game Commission to hold a Yuba County pheasant hunt November 21 and 22, 2015 pending insurance requirements and property use, and review and approval of Risk Manager and County Counsel. (Ten minute estimate) Vice-Chair Mike Boom recapped the proposal for a Yuba County Hunt.

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

B. Board of Supervisors

1. (413-0915) Adopt joint resolution with City of Marysville supporting project feasibility and engineering evaluation for a relocation of railroad track bed within Marysville. County Administrator Robert Bendorf recapped purpose of relocating tracks, estimated costs, and responded to Board inquiries.

City Manager Walter Munchheimer indicated this was the first step of process, recapped items included within study, urged Board support, and responded to Board inquiries.

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

C. County Administrator

1. (414-0915) Receive report on proposed and ongoing economic development activities and provide staff

direction as appropriate. County Administrator Robert Bendorf and Ms. Brenda Stranix, Yuba Sutter Economic Development Corporation Chief Operating Officer, recapped strategies to attract, retain, and expand new businesses, and responded to inquiries.

The following individual spoke: Mr. Zach Cross

2. (415-0915) Approve Memorandum of Agreement for economic development services by Yuba-Sutter Economic Development Corporation for the County of Yuba and authorize Chair to execute. County Administrator Robert Bendorf recapped the agreement, funding, and responded to inquiries.

Mr. John Krueger, Great Sacramento Area Economic Council, provided a PowerPoint presentation recapping operational strategy, building a regional delivery system, and responded to inquiries.

Ms. Brenda Stranix responded to inquiries regarding difference in services provided by Corporation and the Council.

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

3. (416-0915) Approve Economic Development Agreement and Protocol Agreement between the Greater Sacramento Area Economic Council and Yuba County, and adopt resolution authorizing the County Administrator to execute; Appoint a Board member or County Administrator to Greater Sacramento's Board of Directors; and designate Brynda Stranix as Yuba County's representative on the Economic Development Director's Taskforce.

MOTION: Move to approve agreement, adopt resolution, appoint Chair, and designate Brenda Stranix
 MOVED: John Nicoletti SECOND: Andy Vasquez
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-99, which is on file in Yuba County Resolution Book No. 46

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

- A. (418-0915) Public Hearing - Hold public hearing and adopt resolution amending the Community Development Block Grant (CDBG) business assistance loan program guidelines. (Fifteen minute estimate) Planning Director Wendy Hartman recapped necessary changes to guidelines and responded to Board inquiries.

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

MOTION: Move to adopt MOVED: John Nicoletti SECOND: Randy Fletcher
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, 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. (419-0915) Notice of hearing on December 9, 2015 from California Fish and Game Commission regarding marine protected area. Received.
- B. (420-0915) Notice from State Water Resources Control Board regarding temporary transfer of up to 10,000 acre-feet of water from South Feather Water and Power Agency to participating State Water Contractors, Inc. Received.
- C. (421-0915) Letter from Michael Hatherly regarding Dobbins/Oregon House Fire Protection. Received.

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

Supervisor Vasquez: Met with Congressman Gallagher

Supervisor Nicoletti:

- Sister City/County meeting September 14, 2015
- Friends of Bok Kai restored dragon head
- BMLC Golf Tournament
- Travel to Washington DC with BMLC October 4 - 9, 2015

Supervisor Abe:

- Wheatland City/County Liaison meeting September 8, 2015
- ACWA Conference September 10 - 11, 2015
- Sierra Sacramento Valley EMS September 11, 2015
- Memorial Adjournment - Mr. Kenny Kaiser

Supervisor Fletcher: Meetings Attended

- North Yuba Grown September 2, 2015
- Yuba County Water Agency September 3, 2015
- Fish and Game Advisory Commission September 3, 2015
- Two Camptonville meetings
- John Murphy fundraiser September 12, 2015
- Valley Vision meeting September 14, 2015
- Memorial Adjournment - Mr. Dan Bradshaw

Supervisor Griego:

- Lindhurst High ROTC Program and Culinary Academy
- Flood Management Association Conference September 8 - 11, 2015
- CALAFCO Conference September 2 - 4, 2015

County Counsel Angil Morris-Jones: Naturalization Ceremony at Yuba City Veterans Hall October 16, 2015

County Administrator Robert Bendorf:

- Amendment to Recology agreement regarding compost
- County Emergency Services staff summoned to CAL OES to assist with Lake County Fires
- Federal PILT program
- BMLC Fundraiser Event

IX. CLOSED SESSION: The Board retired into closed session at p.m. and returned at 1:29 p.m. with all present as indicated above.

A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case By unanimous vote directives were given to staff.

X. ADJOURN: 1:30 p.m. in memory of Mr. Kenny Kaiser and Mr. Dan Bradshaw.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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



SEPTEMBER 15, 2015 FINAL BUDGET HEARINGS

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 1:30 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.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – All Present
- III. SPECIAL DISTRICTS PUBLIC HEARING:

A. Gledhill Landscaping and Lighting

- 1. (422-0915) Adopt resolution adopting the budget for Gledhill Landscaping and Lighting District in the total amount of \$50,500. Public Works Director Mike Lee briefly recapped.

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

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

By roll call vote, adopted Resolution No. 2015-101, which is on file in Yuba County Resolution Book No. 46.

B. Linda Street Lighting and Maintenance District

- 1. (423-0915) Adopt resolution adopting the budget for Linda Street Lighting Maintenance District in the total amount of \$350,000 for Fiscal Year 2015-2016. Public Works Director Mike Lee briefly recapped.

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

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

By roll call vote, adopted Resolution No. 2015-102, which is on file in Yuba County Resolution Book No. 46.

C. County Service Areas

1. (424-0915) Adopt County Service Area Assessment for CSA No. 2 through 70A in the total amount of \$2,871,593.38. Public Works Director Mike Lee briefly recapped.

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

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

By roll call vote the Board adopted County Service Area Assessments as outline in Exhibit "A" which is made apart of the minutes.

IV. FINAL COUNTY BUDGET FISCAL YEAR 2015-2016 PUBLIC HEARING

A. County Administrator

1. (425-0915) Present overview and recommended changes for Fiscal Year 2015-2016 Final Budget.

County Administrator Robert Bendorf recapped the following adjustments to proposed budget and responded to Board inquiries:

- o Discretionary Revenue
- o Auction Proceeds decrease \$350,000
- o Mandated Cost Reimbursements decrease \$79,344
- o Use of one-time funds
- o County Capital Project Account for Payroll Processing Upgrades
- o Final Budget Fund Balance \$570,886
- o General Fund Reserves \$1,942,588
- o General Fund Contingencies \$769,272
- o Health Premiums, retiree costs increases
- o Capital Outlay \$483,635
- o General Fund Department Adjustments
- o Board of Supervisors Special - \$20,000 increase
- o Economic Development \$102,168 increase
- o Probation \$72,000 increase
- o CMSP reduction of \$101,907
- o Airport \$240,568 increase
- o Fund Balance \$400,000

Receive comments from Bi-County/County Department Heads: None

Public Comments: None

- B. Board of Supervisors: Consider Fiscal Year 2014-2015 Final Budget, provide direction to staff, and take action as appropriate.

MOTION: Move to approve Operating Funds as outlined in Exhibit B and attached to and made a part of the minutes

MOVED: Roger Abe SECOND: Randy Fletcher
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Contingencies - General in the amount of \$769,272
MOVED: Roger Abe SECOND: Randy Fletcher
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Airport Enterprise Funds in the amount of \$602,772
MOVED: John Nicoletti SECOND: Roger Abe
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Reserves-General in the amount of \$200,000
MOVED: John Nicoletti SECOND: Randy Fletcher
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Internal Service Funds in the amount of \$19,302,072
MOVED: John Nicoletti SECOND: Andrew Vasquez
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

V. ADJOURN: 2:06 p.m.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

Yuba County Public Works
County Service Area Assessments
2015-2016

(443-1015) Appro... - 12 of 18

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
2	100.00	200.00	22,600.00
4	24.00	96.00	1,872.00
5	100.00	400.00	7,600.00
8	44.00	176.00	4,532.00
9	21.00	84.00	2,100.00
10	163.00	163.00	1,630.00
11	22.00	88.00	2,882.00
12	20.00	80.00	980.00
13	25.00	100.00	1,825.00
14	100.00	200.00	30,000.00
15	75.00	150.00	13,050.00
16	28.00	112.00	1,120.00
17	182.00	250.00	1,296.00
18	33.00	132.00	3,927.00
19	N/A	300.00	16,200.00
20	31.00	124.00	1,271.00
21	34.00	136.00	9,350.00
22	N/A	220.00	1,760.00
24	48.00	192.00	1,152.00
25	38.00	152.00	1,634.00
25A	N/A	75.00	2,325.00
26	18.00	72.00	864.00
28	20.00	80.00	600.00
29	21.00	84.00	861.00
30	60.00	240.00	840.00
31	10.00	10.00	70.00
32	15.00	60.00	360.00
33	43.00	172.00	2,193.00
34	20.00	80.00	1,020.00
36	48.00	192.00	864.00
37	38.00	152.00	2,964.00
38	90.00	360.00	13,410.00
39	25.00	100.00	2,675.00
40	84.00	336.00	4,620.00
42	27.00	108.00	1,539.00
43	15.00	60.00	405.00
44	110.00	440.00	2,640.00
45	60.00	240.00	1,920.00
46	45.00	180.00	1,575.00
48	60.00	60.00	12,720.00
52	23.00	148.00	96,791.00
52B	N/A	269.72	368,167.80
52C	N/A	425.80	64,721.60
53	100.00	200.00	900.00
54	100.00	200.00	1,300.00
55	18.00	72.00	234.00
59	100	200.00	2,100.00

EXHIBIT A

Page 1 of 2

Yuba County Public Works
County Service Area Assessments
2015-2016

(443-1015) Appro... - 13 of 18

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
60	50	200	450.00
61	N/A	284.08	5,113.44
63	N/A	271.46	18,730.74
66A	N/A	449.62	1,430,241.22
66B	N/A	339.58	80,140.88
66C	N/A	569.18	280,605.74
66D	N/A	354.96	64,957.68
66E	N/A	593.94	58,800.06
69	N/A	276.84	22,700.88
70	N/A	163.52	106,615.04
70A	N/A	95.10	87,777.30
			2,871,593.38

Budget for Fiscal Year 2015-2016 Allocation by Budget Unit

(443-1015) Appro... - 14 of 18

Section I

Operating Funds

The following budgets may be approved en mass.

Notes

Welfare Administration	\$34,039,500
Welfare - Categorical Aids	\$22,635,927
General Relief	\$60,782
Board of Supervisors	\$442,751
Board of Supervisors - Special	\$1,180,819
Clerk - Recorder	\$603,113
Human Resources	\$189,050
Auditor-Controller	\$542,482
Treasurer	\$616,461
Assessor	\$1,402,976
County Counsel	\$514,701
Elections	\$540,276
Buildings & Grounds	\$464,393
Energy	\$642,847
Custodial Services	\$235,727
Capital Improvements	\$40,000
Surveyor	\$185,999
Comm Dev Admin & Finance	\$49,731
County Administration	\$264,504
Clerk of the Board	\$272,331
Economic Development	\$164,421
Administrative Services	\$215,094
Information Technology	\$1,550,430
Public Defender	\$1,128,796
Grand Jury	\$34,100
Sheriff - Boat Grant	\$259,175
Probation	\$4,722,484
Victim/ Witness - Child Abuse	\$45,459
Victim / Witness Program	\$128,521
V.W. - Spec Emph	\$32,898
V.W. - Prev & Ed (JAG)	\$220,000
JAG ARRA	\$135,355
Crime Prevention Act 2000	\$235,298
Youth Offender Block Grant	\$181,231
Probation - Family Resource Center	\$152,613
State Correctional School	\$24,000
Drainage Ditch Maintenance	\$2,010
Agriculture Commissioner & Sealer of Weights	\$1,061,557
Building Inspection/Code Enforcement	\$2,167,649
Juvenile Traffic	\$18,250
Public Guardian	\$229,413
Emergency Services	\$525,930
Planning	\$710,687
Animal Control	\$695,449
Health/CMSP	\$0
Environmental Health	\$1,338,246
County Parks	\$180,000
Bi - County Veterans	\$310,603
Library	\$400,172

EXHIBIT B

Operating Funds

Subsidies - Human Services	
Subsidies - Health	\$70,095
Subsidies - Public Authority	\$187,701
Subsidies - Public Works Road	\$0
Subsidies - Public Safety	\$0
Agriculture Extension	\$14,104,606
Housing Authority	\$78,995
Other Long Term Debts	\$0
Public Works Road	\$0
Fish & Game	\$22,252,819
Special Aviation	\$14,125
Health Services	\$10,000
Public Authority	\$6,936,575
Child Support Services	\$527,369
District Attorney	\$3,956,170
Sheriff	\$2,137,238
Sheriff - County Jail	\$12,829,218
Juvenile Hall	\$10,328,063
Sheriff - Court Bailiffs	\$4,679,346
County Drug Grant	\$535,104
Criminal Justice System Grant	-\$1,288
CDBG 2010	\$164
Sutter County - Community Services Block Grant - 2015	\$63
Sutter County - Community Services Block Grant - 2014	\$0
CSBG 2014	\$0
CSBG 2015	\$151,997
NSP 3 HCD	\$130,939
CDBG 2012	\$1,570,210
Debt Service	\$52,726
YS Enterprise Zone	\$5,274,245
EDBG Grant	\$20,883
Industrial Development Grant	\$0
Standards & Training - Prob/JH	\$0
Standards & Training - Sheriff	\$35,575
Standards & Training - Juv. Hall	\$39,145
	\$0

Combined with Standards & Training Probation

Section II

Individually Approved Funds

The following funds must be approved individually.

Contingencies - General		
Total Operating Funds	\$168,485,566	\$769,272
Airport Enterprise Funds		
Total Enterprise Funds	\$602,772	\$602,772
Total Operating/Enterprise	\$169,088,338	\$169,088,338
Reserves-General		
Total Gen Fund Reserves	\$200,000	\$200,000
FY 2015-2016 Reserves Amount is \$1,942,588		
Internal Service Funds		
Automotive Service		\$572,227
Sheriff - Automotive Service		\$1,178,567
IT - Network Infrastructure		\$392,209
Workers Comp		\$1,704,211
Liability Insurance		\$2,838,996
Health Insurance		\$11,387,223
General Insurance		\$213,479
Unemployment Insurance		\$775,660
Short Term Disability		\$239,500
Total Internal Service Funds	\$19,302,072	

The County of Yuba

BOARD OF SUPERVISORS

SEPTEMBER 22, 2015



The Honorable Board of Supervisors of the County of Yuba met on the above date, in special session, commencing at 9:54 a.m. within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger, Abe, and Randy Fletcher. Supervisor Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Rachel Ferris. Chair Griego presided.

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

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

A. Agricultural Commissioner

1. (426-0915) Authorize out of state travel to Washington D.C. to attend California Agricultural Commissioners and Sealers Association Conference, and to Reno, Nevada to attend California Association of Pest Control Advisors Annual Conference October 18 - 20, 2015. Approved.

B. Auditor-Controller

1. (427-0915) Adopt resolution adopting budget for Fiscal Year 2015/2016. Adopted Resolution No. 2015-103, which is on file in Yuba County Resolution Book No. 46.

C. Board of Supervisors

1. (428-0915) Appoint Charles J. Mathews Jr., Division I, and Kay Siller, Division II, to the Cordua Irrigation District Board of Directors for four year terms through 2019. Approved.
2. (429-0915) Appoint Michael E. Rue and Victor D. Graf to South Yuba Water District Board of Directors for four year terms through 2019. Approved.

D. Clerk of the Board of Supervisors

1. (430-0915) Approve minutes of the special and regular meetings of September 1, 2015. Approved as written.

E. Community Development and Services

1. (431-0915) Approve Amendment No. 3 to agreement with Parsons Brinckerhoff for North Beale Road Complete Streets Design and authorize Chair to execute. Approved.

2. (432-0915) Accept Plumas Lake Phase Three Improvements as complete and release Performance Bond No. 1030570, Track Map 2006-0044. Accepted.

F. Emergency Services

1. (433-0915) Adopt resolution proclaiming the existence of ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2015-104, which is on file in Yuba County Resolution Book No. 46.

IV. SPECIAL PRESENTATION

- A. (434-0915) Present proclamation to Casa de Esperanza proclaiming October Domestic Violence Awareness Month. (Five minute estimate) Supervisor Abe presented the proclamation to Marina Cavanagh, Sexual Assault Program Director.

Ms. Cavanagh encouraged all to wear a purple ribbon in support of Domestic Violence, and advised on September 30 the Fifth Street Bridge will be festooned with purple ribbons.

V. PUBLIC COMMUNICATIONS:

- Mr. David Hantusch - Medi-Cal Eligibility certification
- Ms. Mary Jane Salvato - received Board consensus for discussion item of roundabout Olivehurst Avenue and Powerline, at a future Board meeting
- Mr. Russ Brown - Feather River Boulevard/Highway 70 Ribbon cutting ceremony Wednesday September 30, 2015 at 10:00 a.m.

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

- A. (435-0915) Notice from California Fish and Game Commission regarding petition to list tricolored black bird as endangered. Accepted.
- B. (436-0915) Letter from California Department of Community Services and Development regarding Audit Transmittal Report 14-044 for Fiscal year ending June 30, 2014. Accepted.
- C. (437-0915) Notice from California State Water Resources Control Board of temporary water transfer up to five thousand (5,000) acre-feet of water under various permits of the U.S. Bureau of Reclamation. Accepted.
- D. (438-0915) Notice of Vacancy from Plumas Brophy Fire Protection District, requesting applications to fill vacant Board of Director position. Accepted.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Fletcher: Meetings attended:

- Yuba Sutter Transit Authority September 17, 2015
- Dobbins-Oregon House Valley Vision program September 19, 2015
- North Yuba Water District September 21, 2015

Supervisor Nicoletti:

- Various Beale meetings
- Autumn Moon Festival
- Combat Veterans Waterfowl Association meeting September 19, 2015
- Supervisor Griego and Mrs. Angie Gates received "Woman of the Year" awards for Yuba County from Congressman Garamendi

County Administrator Robert Bendorf:

- Yuba Sutter Chamber of Commerce State of Counties meeting September 25, 2015 at 7:30 a.m.
- Employee Recognition picnic at River Front Park September 25, 2015 at 11:30 a.m.

Supervisor Abe:

- Received Board consensus to add to a future agenda consideration of PACE Program
- Town hall meetings relating to Magnolia Ranch
- Wheatland/Lincoln High School football game September 18, 2015

VIII. CLOSED SESSION The Board retired into closed session at 10:11 a.m. and returned at 10:16 a.m. with all members present as indicated above.

A. Personnel pursuant to Government Code §54957(b)(1) - One Case the Board affirmed the decision of the Administrative Law June by a 4/0 vote

IX. ADJOURN 10:17 a.m.

Chair

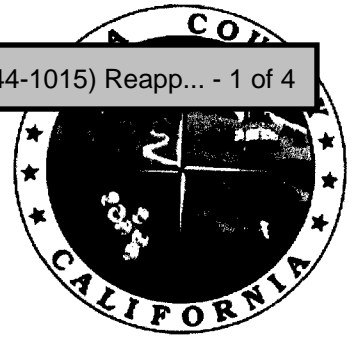
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS


Approved:_____

The County of Yuba

Office of Clerk of the Board of Supervisors

(444-1015) Reapp... - 1 of 4



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Child Care Planning Council – Public Agency Representative
Date: October 6, 2015

Recommendation

Appoint Ana Soliday to the Child Care Planning Council of Yuba and Sutter Counties as the Public Agency representative for a term ending September 30, 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 and updated bi-monthly. This is a scheduled vacancy due to the term end of Ann Soliday on September 30, 2015.

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.

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

(444-1015) Reapp... - 3 of 4

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

Memorandum

Date: September 23, 2015

To: Yuba County Board of Supervisors

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

RE: Re-Appointment to the Child Care Planning Council

RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the re-appointments to the Child Care Planning Council of Yuba and Sutter Counties for the term October 1, 2015 to September 30, 2018.

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.

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

Attachments

RECEIVED

JUL 31 2015

Yuba Co. Health Services



Child Care Planning Council

of yuba and sutter counties

Notice of Intent

Your council membership term expires September 30, 2015. Please complete the form below and mail to the Council office at 1104 E Street, Marysville, CA 95901 by Wednesday, September 18, 2015.

Name

Ann Soliday

(Ann Soliday)

Signature

- ☐ **No**, I do not wish to be considered for reappointment to the Council. However I would like to recommend the following person(s):

Name: _____ Phone: _____

Address: _____

Name: _____ Phone: _____

Address: _____

- ☒ **Yes**, I would like to be considered for reappointment to the Council. (A new membership application is not necessary unless there has been a change in your job or category.)

Note: The Executive Steering Committee reviews requests for reappointment, the Council votes on recommendations, and either the Yuba/Sutter County Board of Supervisors or the Yuba/Sutter Superintendent of Schools make appointments.

Category:

- ☒ I am currently serving in the Public Agency Representative category and would like to be considered for the same category.

- ☐ I would like to be considered for any of the following categories (number according to preference, with #1 being your first choice):

____ Consumer

____ Community Representative

____ Child Care Provider

____ Discretionary

____ Public Agency Representative

For further information, contact Tonya Byers at 749-4041

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Health & Human Services Department

DATE: October 6, 2015

SUBJECT: Agreement with Bi-County Ambulance Service, Inc.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement between Yuba County, on behalf of its Health and Human Services Department, and Bi-County Ambulance Service, Inc.

BACKGROUND: Yuba County has contracted for ambulance services with Bi-County Ambulance Service, Inc., since 1980. The attached is a renewal agreement to continue to provide services to indigent/incarcerated individuals for the period of July 1, 2015, through December 31, 2017.

DISCUSSION: The attached Agreement remains substantially unchanged from the former agreement with the exception of updated ambulance response times and adding a new provision for the contractor to provide a monthly report of the indigent individuals served under this agreement. The cost of providing ambulance services for indigent/incarcerated individuals remains at \$1,014 per month which has been the rate in effect since 1993.

COMMITTEE: The Human Services Committee was bypassed as this is a routine request with no General Fund impact.

FISCAL IMPACT: This Agreement is funded through Health Realignment funds including a small portion of County match funds which have been budgeted. No additional County General Funds are required.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for ambulance 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 Bi-County Ambulance Service, Inc., a California corporation ("CONTRACTOR").

RECITALS

- A. It is in the public interest that the residents of the COUNTY receive prompt and efficient ambulance service; and
- B. COUNTY desires to provide a means for the transportation of sick and injured persons in emergency cases; and
- C. COUNTY desires in accordance with the exercise of its general police powers to assure an emergency ambulance service for all persons who are injured or otherwise incapacitated in incidents coming within its official jurisdiction; and
- D. CONTRACTOR operates an ambulance service capable of furnishing the aforementioned services to the COUNTY.

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-2. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-5.

2. TERM.

Commencement Date: July 1, 2015

Termination Date: December 31, 2017

The term of this Agreement shall become effective on July 1, 2015, and shall continue in force and effect for a period of two (2) year(s) and five months, 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. Kelly W. Bumpus, President, 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 – HIPAA Business Associate Agreement
- Attachment G – Ambulance Response Times

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9. TERMINATION. COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement. Notwithstanding the preceding, COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon one (1) year's written advance notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2015.

"COUNTY"
COUNTY OF YUBA

Mary Jane Griego, Chair
Yuba County Board of Supervisors

"CONTRACTOR"
BI-COUNTY AMBULANCE SERVICE, INC.

Kelly W. Bumpus, President

INSURANCE PROVISIONS APPROVED

Jill Abel,
Human Resources Director / Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angie P. Morris-Jones

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

A.1 OFFICIAL CALL

As used herein, the term "official call" shall mean any request for ambulance service made by any of the following:

- a. A member of the California Highway Patrol.
- b. A member of any official law enforcement agency within Yuba County.
- c. An employee or volunteer of any official fire department within Yuba County, including a department operated by any fire protection district.
- d. The medical director, staff physician, or supervising nurse at the Peach Tree Clinic or the Health Officer or the Director of Nurses of the Yuba County Health and Human Services Department.
- e. A Probation Officer or Juvenile Hall Director, or their designee.

A.2 CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall:

A.2.1. Furnish everything necessary and proper to render ambulance service to all residents of Yuba County on a 24-hour per day, 7 days a week basis.

A.2.2. Maintain a 24-hour answering service to dispatch ambulances from the Marysville area when request is made therefore by one of the persons specified in Provision A.1 of this Agreement.

A.2.3. Comply with all laws and regulations relating to ownership, licensing, use, and operation of ambulance vehicles, including compliance with Yuba County Ordinance Code Chapter 6.05 and applicable California Health and Safety Code and Vehicle Code provisions.

A.2.4 Carry in each ambulance all necessary equipment, including such equipment as specified in Yuba County Ordinance Code Chapter 6.05.

A.2.5 Promptly replace, upon written request, any and all materials furnished to CONTRACTOR's employees by other agencies at the scene of emergency responses. Such requests shall specifically identify the incident at which materials were used by CONTRACTOR's employees and itemize all materials for which replacement is requested.

A.2.6 Ensure that all ambulances are properly licensed as ambulance vehicles in accordance with State and County law.

A.2.7 Insure that each ambulance call is attended by a driver and attendant, both of whom are certified and licensed in accordance with Yuba County Ordinance Code Chapter 6.05 and pertinent provisions of the California Vehicle Code; one of whom shall be a certified Paramedic who is S-SV EMS accredited and an EMT-I certified in the State of California.

A.2.8 Transport patients to and from Peach Tree Clinic upon request of any person specified in Provision A.1 of this Agreement.

A.2.9 Respond to all official calls for emergency ambulance service in the COUNTY at the request of any person designated in Provision A.1 of this Agreement and render all ordinary and customary ambulance service as necessary.

A.2.10 Maintain a regular ambulance station in either the Linda area or the Olivehurst area of Yuba County.

A.2.11 CONTRACTOR will furnish COUNTY monthly reports that detail the calls for emergency ambulance service that were for transport of Yuba County medically indigent persons. Medically indigent refers to persons who do not have health insurance and who are not eligible for other health care coverage such as Medi-Cal, Medicare, or private health insurance, and lack sufficient funds to meet the cost of medical care.

A.3. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY and the Sierra Sacramento Valley Emergency Medical Services Agency (S-SV EMS) Program Policy.

A.3.1 Any call for ambulance service made to the point or facility designated by the COUNTY as its ambulance dispatch center shall be made first to the CONTRACTOR and such calls shall not be made on a rotation basis or other basis. In the event that the CONTRACTOR is unable to respond to any such call within the time requirements set forth in Attachment G, Ambulance Response Times, the ambulance dispatch center shall then call another ambulance service.

A.3.2 CONTRACTOR shall be obligated to inform the ambulance dispatch center if response to a call cannot be made within the requirements of this section.

A.3.3 In the event that CONTRACTOR is unable or unwilling to respond within

the time requirements of Provision A.3.1 to an official call for which the COUNTY is primarily liable, CONTRACTOR shall reimburse COUNTY for the actual cost of securing alternate ambulance service.

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 his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 FEE. For the services provided herein, which are understood to include emergency transport of individuals incarcerated in the County Jail and illegal aliens, standby, and any assistance required of CONTRACTOR by the COUNTY during a natural disaster or other emergency situation, COUNTY shall pay CONTRACTOR a fee of One Thousand Fourteen Dollars (\$1,014.00) per month during the term of this Agreement. Such monthly payments shall be paid in advance on the first working day of each month commencing July 1, 2015. In no event shall the amount of fee paid to CONTRACTOR under this Provision B.1 exceed One Thousand Fourteen Dollars (\$1,014.00) per month without a formal written amendment to this Agreement approved by both parties. No other obligations for payment for any sums are assumed by this Agreement.

B.1.1 As a condition of the COUNTY's payment for services provided herein, CONTRACTOR shall make any individual claiming to be or considered potentially indigent aware of their obligation to apply for and complete a determination of their eligibility for Medi-Cal or County Medical Services Program benefits. Upon receipt of said application, COUNTY shall determine Medi-Cal and County Medical Services Program eligibility for such persons in accordance with then current Federal and State laws and regulations.

B.1.2 The rates for services rendered during a COUNTY declared state of emergency shall be at the current established rates approved by both parties. Nothing herein shall restrict access to or claiming of amounts which are or may be available from sources other than COUNTY for services rendered by CONTRACTOR during a declared emergency. CONTRACTOR shall create and maintain such records as are necessary to establish eligibility to receive any such amount and shall make such records available to COUNTY if COUNTY assistance is needed to access or claim any such amounts.

B.2 FEES TO BE CHARGED BY CONTRACTOR. It is understood by the parties that the CONTRACTOR may render statements to and collect fees from persons and patients for services under the terms of the Agreement in the course of its business. Such collections shall be the property of CONTRACTOR and COUNTY shall not be reimbursed for such collections for any payment made by it to CONTRACTOR under this Agreement. For the purpose of recovering costs associated with CONTRACTOR'S transport of indigent persons, all billing statements relating to services provided under this Agreement shall be accompanied by the following notice, or any other notice required by COUNTY, directing persons considering themselves indigent to contact the

Yuba County Health and Human Services Department in order to be processed for eligibility under the Medi-Cal and County Medical Services Programs:

NOTICE

Any person who receives ambulance services may be eligible for assistance under the Medi-Cal and County Medical Services Programs. Eligibility for assistance under these programs is based on income and assets. Any person unable to pay for their ambulance services is required to apply for and have their eligibility for assistance under these programs determined. A limited time is available to file an application for assistance. Although a longer period of time may apply depending on the case, to be safe, applications for Medi-Cal and County Medical Services Program assistance should be filed within the month of ambulance service. Applications and information may be obtained and applications may be filed at:

Yuba County Health and Human Services
Department
5730 Packard Avenue, Suite 100
Marysville, CA 95901
Telephone: (530) 749-6311

B.3 INFORMATION TO CONTRACTOR. Whenever State of California regulations permit, COUNTY will furnish to CONTRACTOR a Beneficiary Identification Card (BIC) number (if known) for the month of service, upon receipt of request from CONTRACTOR. CONTRACTOR understands and agrees that CONTRACTOR is considered a business associate of COUNTY under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-919 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013 and further agrees to abide by the conditions of confidentiality specified by the California Privacy Law (California Codes, Welfare and Institutions Code, Section 14100.2) and the terms and conditions of the HIPAA Business Associate Agreement in Attachment F.

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.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 BANKRUPTCY. This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

C.2 NOTICE TO COUNTY. Throughout the term of this Agreement, CONTRACTOR agrees to:

- a. Immediately notify COUNTY in writing of any and all claims, accidents, and/or incidents which might give rise to litigation arising out of CONTRACTOR's performance or lack of performance of any term or conditions under this Agreement; and
- b. Send COUNTY a copy of any pleading served on CONTRACTOR as the result of CONTRACTOR's performance or lack of performance under this Agreement.

C.3 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

C.4 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct by any party under the terms and conditions of this Agreement.

C.5 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.6 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.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours 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 and, prior to the commencement of performance of this Agreement, provide a copy of each such license, permit, and certificate to: Yuba County Health and Human Services Department, Attention: Contracts, P.O. Box 2320 , Marysville, CA 95901.

C.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/or any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C. 9 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

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.

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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 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Kelly W. Bumpus
President
1700 Poole Boulevard
Yuba City, CA 95993

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 \$5,000,000 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 \$5,000,000 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 HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Bi-County Ambulance Service, Inc. (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. Purpose. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.

2. Regulatory References. All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" in Section 160.103, and in reference to the party to this Agreement, shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted by or maintained in electronic media or transmitted or maintained in any other form or medium limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment,

which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized persons and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any

remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the person committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to

which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or

revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any person, agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any person, agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information

received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. Entire Agreement. This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. Notices.

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer
5730 Packard Avenue, Suite 100
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY

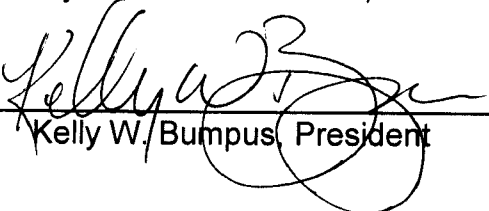
Yuba County Health and Human Services Department

By: _____
_____, Chair

On: _____
(Date)

CONTRACTOR

Bi-County Ambulance Service, Inc.

By: _____
Kelly W. Bumpus, President

On: _____
(Date)

APPROVED AS TO FORM:

_____
Angil P. Morris-Jones
Yuba County Counsel

ATTACHMENT G AMBULANCE RESPONSE TIMES



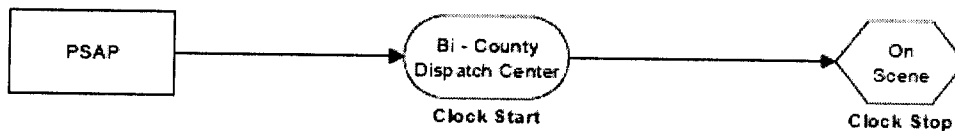
SIERRA SACRAMENTO VALLEY EMS AGENCY PROGRAM POLICY

REFERENCE NO. 415-D

SUBJECT: 911 RESPONSE TIME CRITERIA – SUTTER & YUBA COUNTY

Bi – County Ambulance

Ambulance Response Zone	Response Time Standard
Yuba City	8 minutes/90% of the time
City of Marysville	8 minutes/90% of the time
Linda	10 minutes/90% of the time
Olivehurst	10 minutes/90% of the time
Sutter County Rural 20	20 minutes/90% of the time
Yuba County Rural 20	20 minutes/90% of the time
Bi – County Wilderness	As soon as possible



Beale Air Force Base Ambulance

Ambulance Response Zone	Response Time Standard
Beale AFB	8 minutes/90% of the time
Beale AFB Wilderness	As soon as possible



Effective Date: 06/01/2015
 Next Review Date: 11/2017
 Approved by:

Date last Reviewed/Revised: 11/2014
 Page 1 of 1

SIGNATURE ON FILE

S-SV EMS Medical Director

SIGNATURE ON FILE

S-SV EMS Regional Executive Director

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



(446-1015) Autho... - 1 of 2

Dr. Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Dr. Nichole Quick, Health Officer
Health & Human Services Department

DATE: October 6, 2015

SUBJECT: Employee Wellness Program

RECOMMENDATION: The Health and Human Services Department, Public Health Division, recommends the continuation of the County Employee Wellness Program for Fiscal Year (FY) 2015-16.

BACKGROUND: The County Employee Wellness Program was implemented in Fiscal Year (FY) 2014-15 to improve the health and wellness of Yuba County employees. The program included the following activities: sponsorship of employee participation in local athletic events, group challenges and an educational brown bag lunch series. Beginning July 2015, Aetna Resources for Living, a robust online wellness program, became available to County employees.

DISCUSSION: The Public Health Division has evaluated the success and impact of the County Employee Wellness Program and would like to continue to offer the program on a modified basis. The Wellness Program will continue to sponsor employee participation in several local athletic events or challenges throughout the year and will sponsor two educational healthy living demonstrations. The Wellness Program will also encourage utilization of Aetna Resources for Living.

COMMITTEE: Committee was by-passed as the continuation of the Employee Wellness Program was discussed during budget talks.

FISCAL IMPACT: Funds for the continuation of the Employee Wellness Program will be drawn from existing funds maintained by the Human Resource Department.

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California State Association of Counties @
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

RECEIVED

SEP 25 2015

Clerk/Board of Supervisors

September 24, 2015

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on December 1, 2015. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in December. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2016 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2015 Board of Directors
Clerks, Board of Supervisors

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OFFICE OF YUBA COUNTY COUNSEL

(448-1015) Ordin... - 1 of 8



TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel

DATE: October 6, 2015

SUBJECT: Public Hearing to Adopt Animal Noise Ordinances re Dog Barking

Recommendation:

On behalf of the Animal Care Services Division of the Yuba County Sheriff's Department it is recommended that the Board of Supervisors adopt the two (2) attached Ordinances which would add to and amend sections of Chapter 8.05 of Title VIII of the Yuba County Code.

Background and Discussion:

At the September 1, 2015 Board of Supervisors' Meeting, the Board received an oral report from Capt. Long regarding various Dog Barking Ordinances that are used by different counties and cities in California. Capt. Long gave the Board an overview of possible amendments to the County's Animal Noise Ordinance. Capt. Long's stated, during his presentation, what he had learned from his research and review of the ordinances that were easier to enforce and had proven to be more effective.

The Board gave Capt. Long direction, with the assistance of County Counsel, to return in October with the ordinances that he recommended as amendments to the Yuba County Ordinance Code.

A summary of each of the two recommended proposed ordinances are as follows:

- (1) An ordinance which would add Section 8.05.325 defining an incessant dog barking as a violation and establishing an enforcement procedure for the breach of the peace; and
- (2) An ordinance which would amend Section 8.05.320 by reducing the violation from a misdemeanor to an infraction, which will make it easier to enforce.

Fiscal Impact: None

Committee Action: None, as the ordinances were drafted at the Board's direction.

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ORDINANCE NO. _____

**ADDING SECTION 8.05.325 OF CHAPTER 8.05 TO TITLE
VIII OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO BARKING DOGS**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

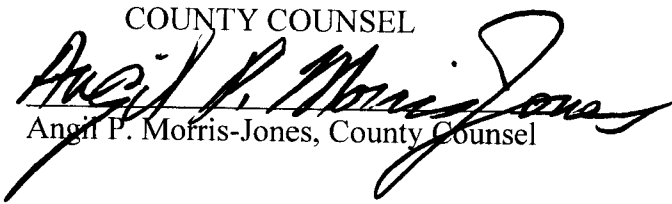
ABSTAIN:

Chairman of the Board of
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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


Angil P. Morris-Jones, County Counsel

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

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

Section 2. Section 8.05.325 of Chapter 8.05 to Title VIII of the Yuba County Ordinance Code is hereby added to read as set forth below:

8.05.325. Barking Dogs

(a) Definition.

"Barking dog" means a dog that barks, bays, cries, howls or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking for ten (10) minutes or more in any one hour period, or intermittent barking for ten (10) minutes or more during any one hour period. A dog shall not be deemed a "barking dog" for purpose of this section if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is teased or provoked by someone other than the owner.

(b) Applicability.

- (1) This section is applicable in the unincorporated areas of Yuba County.
- (2) This section makes any violation of keeping, maintaining, or permitting a barking dog an infraction subject to a fine.
- (3) This section establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of civil fines for barking dog violations pursuant to Government Code section 53069.4 and the County's plenary police power.

- (4) The issuance of an infraction citation under this section is solely at the County's discretion and is one option the County has to address barking dog violations. By adopting this section, the County does not intend to limit its discretion to utilize any other remedy, civil or criminal, including public nuisance remedies.
- (5) The purpose of this section is to encourage voluntary and complete compliance with the provisions of this section and to eliminate nuisances for the protection and benefit of the entire community.
- (6) This section does not apply to dogs that are assisting the owner or responsible person in charge of livestock or ranch operations in the herding or guarding of such livestock or ranch operations.

(c) Barking dog complaint procedure.

- (1) A barking dog complaint is initiated by a complaint filed online or by mail on the forms provided by Animal Care Services.
 - (i) Upon filing of an initial complaint, an Animal Care Services officer will make a personal visit with the dog owner or responsible person to offer information about a dog violation and infraction fine and to provide educational materials and information on dog training courses and trainers.
 - (ii) From the day of the visit, the dog owner or responsible person is allowed ten (10) days to remedy the barking violation.
- (2) If after ten (10) days from the day of the visit the barking violation continues, the original complainant must file a second complaint by mail on forms provided by the department.
 - (i) Upon second complaint, the original complainant must sign a sworn affidavit, under penalty of perjury, that the dog barking is violating the county ordinance.
 - (ii) An Animal Care Services officer will then make a second visit with the dog owner or responsible person and may issue an infraction citation for the barking dog violation.

(d) Barking dog citation—General.

- (1) Any Animal Care Services officer has the authority to issue an infraction citation to any responsible person for a barking dog violation that the Animal Care Services officer did not see or hear occur but is based on a complaint, signed under penalty of perjury by the persons who have been disturbed by the barking dog.
 - (i) A responsible person to whom an infraction citation is issued shall be liable for and shall pay to the County the fine or fines described in the barking dog citation when due.

- (ii) Where the responsible person is a minor under the age of eighteen (18) years, the minor's parents or legal guardian shall be liable for and held responsible for payment of their minor child's citation fines and/or late penalties.
 - (iii) In any case, the responsible person (by his/her parents when the responsible person is under the age of eighteen (18)) shall have the right to contest the infraction citation in court.
- (2) Each day a barking dog violation exists beyond the initial ten (10) calendar day period allowed for correction, shall be a separate violation and be subject to a separate citation and fine. A barking dog civil citation may include a violation for one (1) or more days on which a violation exists, and for violation of one (1) or more code sections.

(e) Barking dog citation—Contents.

Each barking dog citation shall contain the following information:

- (1) Dates on which the complaints established the barking dog violation(s).
- (2) Name of the responsible person for the barking dog violation(s) (if known).
- (3) Address where the barking dog violation(s) occurred.
- (4) The code section(s) violated.
- (5) Whether the violation(s) were established by complainants.
- (6) Amount of the fine for the violation(s) and procedure to pay the fine to avoid a late payment penalty.
- (7) Designation of prior citations issued for the same code violation(s), if known by the Animal Care Services officer.
- (8) Notification of the procedure for requesting a hearing where the infraction may be contested, including the date by which such request must be made.
- (9) A notice that a barking dog violation is a nuisance and that collection of unpaid fines and/or penalties can result in additional fines and penalties.
- (10) Signature of the Animal Care Services officer who issued the barking dog infraction fine.
- (11) Date upon which the barking dog infraction fine was issued.
- (12) Proof of service to be completed by the Animal Care Services officer indicating whether citation was issued by personal service, by mail, or by posting in a conspicuous place on the property where the barking dog violation occurred.
- (13) A self-addressed envelope in which the violator can mail the infraction fine to the department if the citation is not contested.

- (14) Any other information deemed necessary by the department for enforcement or collection purposes.

(f) Service of barking dog citation.

A barking dog citation may be served as follows:

- (1) An Animal Care Services officer may personally serve the barking dog citation on the responsible person. The responsible person shall be requested to sign a copy of the citation showing his or her receipt of the citation and notice of the responsible person's right to a court trial. Signing the citation shall not constitute an admission of guilt. A refusal to sign does not invalidate service of the citation.
- (2) An Animal Care Services officer may mail the infraction citation by certified mail, return receipt requested, if the property owner and/or occupier's name is known but the violator is not present when personal service is attempted. The citation shall be mailed to the address where the barking dog violation occurred.
- (3) An Animal Care Services officer may post a copy of the barking dog citation in a conspicuous place on the property where the barking dog violation occurred if the property owner and/or occupier's name is unknown. In this event, the citation shall also be mailed by certified mail, return receipt requested to the owner of the property where the barking dog violation occurred as reflected on the County's property tax rolls. A copy of the citation shall also be mailed within twenty-four (24) hours of posting the citation addressed to "Resident" at the address where the barking dog violation occurred.

(g) Amount of barking dog civil fines.

Violations of this section shall be an infraction. Fines for violating the provisions of this section shall be progressively increased based on the number of violations occurring within the same twelve-month period as follows:

First violation	\$100.00
Second violation in 12 months	\$200.00

Third and each subsequent violation in 12 months	\$500.00
Barking Dog Infraction Fines	

(h) Payment of barking dog infraction fines.

- (1) After receiving a barking dog violation citation, a violator may respond by either of the following methods:
 - (i) The violator may choose to correct the barking dog violation and pay the barking dog citation fine without contesting the fine in court. In that event, payment of the citation fine must be made to the Yuba County Superior Court prior to the date contained in the citation by which the responsible party must request a court trial to contest the fine.
 - (ii) A violator may choose to request court trial by the date contained in the citation. In that event, the fine is due and payable to the court at the conclusion of the trial if the judge upholds the barking dog citation.
 - (A) The judge may allow the violator an additional period of time in which to pay the fine if the judge finds that such additional time for payment is necessary.
- (2) Fines for barking dog violations must be received by the court within fifteen (15) days of the date they are due as specified in subparagraph (a)(1) or (a)(2) above.
- (3) The issuance of a barking dog citation and/or payment of a fine shall not bar the county from taking any other enforcement action regarding a barking dog violation that is not corrected, including issuing additional barking dog citations and/or criminal complaints.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

ORDINANCE NO. _____

AMENDING
SECTION 8.05.320 OF CHAPTER 8.05 TO TITLE VIII
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO ANIMAL NOISE

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

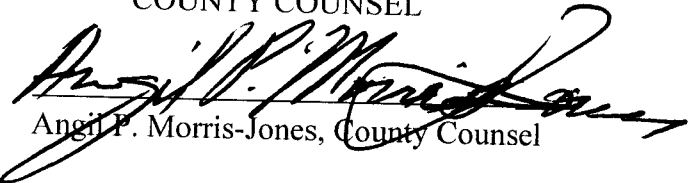
ABSTAIN:

Chairman of the Board of
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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


Angil P. Morris-Jones, County Counsel

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

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

Section 2. Section 8.05.320 of Chapter 8.05 to Title VIII of the Yuba County Ordinance Code is hereby amended to read as set forth below:

8.05.320. - Animal Noise.

It is unlawful for any person having custody or control of animal to allow, permit or cause the animal to utter any frequent or continuous noise of an irritating, harsh, loud, or raucous nature that disturbs the peace and quiet of any person. Violation of this Section is an infraction.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE CONSERVATION BOARD

1416 9TH STREET, ROOM 1266
SACRAMENTO, CALIFORNIA 95814
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

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Clerk/Board of Supervisors

State of California
Natural Resources Agency
California Department of Fish and Wildlife
WILDLIFE CONSERVATION BOARD
Minutes

May 21, 2015

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Yuba County

\$2,630,000.00

This proposal was to consider the acquisition in fee of 732± acres of land by the California Department of Fish and Wildlife (CDFW) for the protection of blue oak woodland, riparian habitat along South Honcut Creek, winter range for the Mooretown deer herd, and to provide future wildlife oriented public use opportunities as an expansion to the CDFW's Daugherty Hill Wildlife Area located near Browns Valley, in Yuba County.

Ms. Teri Muzik presented the project to the Board.

LOCATION AND SURROUNDING USES

The subject property (Property) is located in the Sierra Foothills, in northeastern Yuba County, near the community of Loma Rica. The Property is adjacent to the Wildlife Area and northeast of the University of California Foothill Research and Extension Center.

The northwestern Sierra Foothill region has been identified by CDFW and other conservation groups as one of the most impacted habitat areas in the state as a result of increased urban and residential development, which causes fragmentation of larger habitat areas into smaller acreage sites. Over the last 40 years, the northern Central Valley areas have undergone rapid residential and urban development. Some of this growth has extended into and impacted the adjoining foothills areas. As a result, what were once large tracts of undeveloped land and ranches have been subdivided into smaller holdings and ranchette-type developments. This fragmentation has especially impacted wildlife migration corridors that run between the valley floor up into the higher elevations of the Sierra Nevada Mountains.

The Property provides excellent and essential deer winter range. The Property is located along the migratory corridor for the Mooretown deer herd, comprising a portion of the herd's lower elevation wintering grounds and important foraging habitat. CDFW has recognized the need to protect this area through development of the CDFW Daugherty Hill Conceptual Area Protection Plan (CAPP). The Property is listed in the CAPP as a priority acquisition because of the Property's habitat values and location within the migration corridor for the Mooretown deer herd.

In 2012, the Wildlife Conservation Board (WCB) approved the acquisition of fee title to 679+/- acres surrounding the Property. If approved, this acquisition will provide CDFW with 1,411+/- acres of contiguous ownership as an expansion of the Daugherty Hill Wildlife Area.

PROJECT DESCRIPTION

The Property consists of rolling to steep ground with elevation ranges from approximately 500 – 800 feet above sea level. Blue oak woodlands dominate the site, which also contains annual grasslands, interior live oak, gray-pine woodlands, and Central Valley oak riparian habitat. There are fresh emergent wetlands, wet meadows, seasonable wetlands, and seasonal swales throughout the Property. This habitat supports a wide variety of wildlife including foothill yellow-legged frogs, wild turkey, quail, mountain lion, bobcat, the valley elderberry longhorn beetle, and the northwestern pond turtle. Suitable nesting and foraging habitat for raptors is also found on the Property. The Property also has frontage on South Honcut Creek, a major foothill tributary of the Yuba River.

WCB PROGRAM

The proposed acquisition is being considered under WCB's Land Acquisition Program (Program). The Program is administered pursuant to the Board's original enabling legislation, "The Wildlife Conservation Law of 1947" (Fish and Game Section 1300, *et seq.*) that authorizes WCB to acquire real property or rights in real property on behalf of CDFW, grant funds to other government entities or nonprofit organizations to acquire real property or rights in real property, and accept federal grant funds to facilitate acquisitions or subgrant these federal funds to assist with acquisitions of properties. Under the Program, WCB acquires and grants funds to facilitate acquisition of lands and interests in land that can successfully sustain or be restored to support wildlife, and when practicable, provide for suitable wildlife oriented recreation opportunities. These activities are carried out in conjunction with CDFW, which evaluates the biological values of property through development of a Land Acquisition Evaluation/Conceptual Area Protection Plan (LAE/CAPP). The LAE/CAPP is then submitted to CDFW's Regional Operations Committee for review and, if approved, later transmitted to the WCB with a recommendation to fund.

STRATEGIC PLAN

This project is guided by the WCB Strategic Plan and supports the following Strategic Plan goals:

Goal A.1 Fund Projects and Landscapes that provide resilience for native wildlife and plant species in the face of climate change.

The project provides essential winter range and expands an existing migratory corridor for the Mooretown deer herd. The Property also provides habitat linkage for several native species between the Central Valley and the Sierra Foothills, providing the ability for these species to move between these habitats to nest, rest, and forage and potentially adapt to any climate change impacts.

Goal A.2 Fund projects and landscape areas that conserve, protect or enhance water resources for fish and wildlife.

This project will provide several miles of frontage on South Honcut Creek, a major

foothill tributary of the Yuba River. Protection of the creek's natural floodplain and riparian vegetation will allow for improved water quality and reduction of downstream flooding on the lower portions of the Yuba River.

Goal A.4 Invest in priority conservation projects recommended under CDFW's land acquisition evaluation process or within other conservation plans supported by CDFW.

The Property is listed in the CAPP as a priority acquisition by CDFW because of the habitat values and the location within the migration corridor for the wintering Mooretown deer herd.

Goal C.1 Support a wide range of recreational activities in conjunction with other land uses and without degrading environmental resources.

Recreational opportunities in the Wildlife Area include hunting, hiking, bird watching, photography, bicycling and equestrian uses. The additional 732+/- acres will add even more outdoor opportunities.

MANAGEMENT OBJECTIVES AND NEEDS

CDFW will be the owner in fee simple and will add this Property to the adjacent Wildlife Area. CDFW regional staff anticipates that nominal management costs would be associated with some perimeter fencing and signage for the Property. Given the Property's location adjacent to the Wildlife Area, additional management funds for staffing will not be required. Public access to the Wildlife Area is currently provided for low-impact recreational activities, including hunting, fishing, hiking, bird watching, and photography. In addition, bicycling and equestrian use are allowed during summer months.

TERMS

The Property has been appraised as having a fair market value of \$2,600,000.00. The appraisal has been reviewed by WCB staff and reviewed and approved by the Department of General Services (DGS). The Property owner has agreed to sell the property for the appraised fair market value of \$2,600,000.00.

Staff of the WCB will review and approve all title documents, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. Once approved by the Board, the transaction will also be subject to review and approval by DGS.

PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

Wildlife Conservation Board	\$2,600,000.00
TOTAL Purchase Price	2,600,000.00

Other Project-Related Costs	\$30,000.00
TOTAL WCB ALLOCATION	\$2,630,000.00

It is estimated that \$30,000.00 will be needed to cover project-related expenses, including DGS review costs, escrow fees and closing costs, bringing the total proposed allocation for this project to \$2,630,000.00.

FUNDING SOURCE

The purposes of this project are consistent with the authorized uses of the proposed funding source, the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a) that allows for the acquisition of habitat, including native oak woodlands, necessary to protect deer and mountain lions.

ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The proposed acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of lands for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and existing natural conditions, including plant or animal habitats. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse.

STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$2,630,000.00 from the Habitat Conservation Fund, (Proposition 117), Fish and Game Code Section 2786(a) for the acquisition and to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the California Department of Fish and Wildlife to proceed substantially as planned.

Ms. Finn asked if deer are in jeopardy since Highway 20 bisects the project. Ms. Muzik responded and said deer are migrating from further up in the foothills and are not heading toward the roadway. Josh Bush from CDFW spoke and said he does not know if there are high rates of mortality on that particular stretch of road, but enhancing the habitat is not going to harm the animals.

Mr. Donnelly asking if there were any further questions and there were none.

It was moved by Board Member Karen Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$2,630,000.00 from the Habitat Conservation Fund, (Proposition 117), Fish and Game Code Section 2786(a) for the acquisition and to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the CDFW to proceed

substantially as planned.

Passed Unanimously.

Baylis – Yes
Finn - Yes

Pacific Southwest Region
2800 Cottage Way, Suite W-2606
Sacramento, CA 95825
Tel: 916-414-6464; Fax 916-414-6486
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Questions and Answers
90-Day Petition Findings on 10 Species in California and Nevada
(September 10, 2015)

1. How does the Fish and Wildlife Service determine whether a species warrants protections under the Endangered Species Act (ESA)?

The ESA (Section 4(a)(1)) requires that we determine whether a species is endangered or threatened based on one or more of the five following factors:

- (A) The present or threatened destruction, modification, or curtailment of its habitat or range;
- (B) Overutilization for commercial, recreational, scientific, or educational purposes;
- (C) Disease or predation;
- (D) The inadequacy of existing regulatory mechanisms; or
- (E) Other natural or manmade factors affecting its continued existence.

The Act requires us to base our assessment solely on the best scientific and commercial data available.

2. What action is the U.S. Fish and Wildlife Service taking?

The Service is announcing it has completed reviewing petitions to list nine species in California and Nevada under the Endangered Species Act (ESA) and one petition to delist the Stephens' kangaroo rat, listed as endangered under the ESA. The Service determined petitions to list the California spotted owl, Inyo Mountains salamander, Kern Plateau salamander, lesser slender salamander, limestone salamander, Panamint alligator lizard, Shasta salamander, southern rubber boa, and the tricolored blackbird contained substantial information and warrant more in-depth reviews of these species and their conservation status. The petition to delist the Stephens' kangaroo rat, an endangered species, did not provide substantial information warranting delisting.

3. What is a petition?

A petition is a request filed under the ESA by an interested party asking that a species be listed on, delisted from, or reclassified on the Federal List of Endangered and Threatened Wildlife and Plants. The ESA requires that we make and publish specific findings on the petition. We must make a finding within 90 days of receiving a petition (to the extent practicable) as to whether or not there is "substantial information" indicating that the petitioned listing *may be* warranted. If this preliminary finding is positive, a status review is conducted.

4. What is a 90-day finding?

The ESA requires the Service to determine if a petition to list a species contains substantial information to support the requested action. Findings are based on information contained in the petition, supporting information submitted with the petition, and other readily available information in the Service's files.

5. What did the Service conclude as its 90-day findings?

The Service made 90-day findings for 10 species in California and Nevada. Findings for nine of species were substantial findings, meaning that the petition contained enough scientific information to warrant further review by the Service. A petition to delist the Stephen's kangaroo rat was unsubstantial, meaning it does not contain enough information to warrant delisting, and the species will continue to be protected as an endangered species under the ESA. The findings for all these species were published in a combined "batched" notice in the *Federal Register* on September 18, 2015.

7. What did the Service consider in reaching its conclusion and finding?

In making this finding, the Service evaluated the information provided by the petitioners. The process of coming to a 90-day finding is limited to a determination of whether the information provided in the petition(s), supporting information submitted with the petition(s), and information otherwise available in Service files meets the "substantial information" threshold. The Service does not conduct additional research at this point, nor does the Service subject the petition(s) to rigorous critical review or solicit information from parties outside the Service.

8. What substantial 90-day petition findings are for species found in California and Nevada?

The Service found petitions for the following species to have provided substantial information to warrant further in depth review of the species conservation status: California spotted owl, Inyo Mountains salamander, Kern Plateau salamander, lesser slender salamander, limestone salamander, Panamint alligator lizard, Shasta salamander, southern rubber boa, and the tricolored blackbird contained substantial information and warrant more in depth reviews of these species and their conservation status.

9. Why was the petition to delist the Stephen's kangaroo rat found to be unsubstantial? And what does that mean?

In November 2014, we received a petition from the Riverside County Farm Bureau and the Center for Environmental Science, Accuracy and Responsibility requesting that Stephens' kangaroo rat be delisted and removed from the Act based on a new analysis of the rat's dispersal ability. However, none of the studies quoted by the petition found any evidence of dispersal distances greater than previously known and the Stephens' kangaroo rat continues to warrant listing under the ESA.

10. Isn't the tricolored blackbird already protected under the California Endangered Species Act?

The tricolored blackbird received emergency protection under the California Endangered Species Act (CESA) in December 2014 for 180-days. The California Fish and Game Commission did not renew the emergency listing and protections under CESA expired in June 2015. The substantial finding does not impact protections for the tricolored blackbird under the federal Migratory Bird Treaty Act.

11. Has the Service previously issued findings for the California spotted owl?

Yes. The Service was previously petitioned in 2000, 2004 and 2014 to list the owl as threatened under the ESA. Substantial findings were issued in 2000 and 2004. We conducted in-depth status reviews of the species and issued negative 12 month findings (in 2003 and 2006) that the species did not warrant protections under the ESA. In December 2014, we received a petition from John Muir Project of Earth Island Institute and Wild Nature Institute requesting the species be listed under the ESA and issued a substantial finding which is included in this announcement.

12. The petition states the Kern plateau, limestone and Shasta salamander are capped, wind power and dam construction. What affect does the 90-day finding have on those activities? (451-1015) Notic... - 3 of 6

This positive 90-day finding does not limit those activities. However, two of the three are California state listed species and all are species of special concern for the U.S. Forest Service or the areas they live in have status with the Bureau of Land Management as an ecological preserve and area of concern, which provides some protection.

13. How does a positive finding for the owl and salamanders affect dam construction, timber harvests and other land management activities?

This positive 90-day finding does not change the status of the species. A positive finding does not mean that the Service has decided to grant federal protections for the species. A positive 90-day finding means only that the Service determined the petition presented substantial scientific information to indicate that the action may be warranted. At that time, the Service begins a comprehensive review of the status of the species.

14. Are any of these species covered by Habitat Conservation Plans?

Yes, the tricolored blackbird is a covered species under the San Diego County Multiple Species Conservation Program, the Santa Clara Valley HCP, the San Joaquin County Multi-Species HCP, and others. The Stephen's kangaroo rat and the state-listed Southern rubber boa are covered under the Western Riverside County MSHCP. The California spotted owl is included as a non-listed species under the Riverside County MSHCP. During the 12-month review process, the Service will look at all substantive information about the status of these species, including any information about conservation actions being undertaken. The limestone salamander is covered under the PG&E San Joaquin Valley Operations & Maintenance HCP.

15. What is the next step?

The Service will conduct in-depth status reviews of the species with substantial findings. Species undergoing this review will not be afforded any additional protections under the ESA during this review, which typically takes about one year. The Service is also requesting information from the public, scientific community and academics that may assist us in our status review. The Service will accept information from the public for 60 days following publication of the findings in the *Federal Register*. Instructions for submitting information is published in the *Federal Register* notice.

16. Is there a difference between a 90-day finding and a status review?

Yes. A 90-day finding does not assess the status of the species and does not constitute a status review under the Endangered Species Act. A substantial 90-day finding simply states that a petitioned action (i.e., listing, delisting or reclassification) **may be** warranted. Our final determination of whether a petitioned action is warranted is not made until we have completed a thorough status review of the species, which is only conducted after a positive 90-day finding. A positive 90-day finding does not mean that the finding that results from status review will be positive.

17. What options does the Service have when making a status review determination following a 90-day finding?

Based on the status review, the Service will make one of three possible findings:

- Listing is not warranted, in which case no further action will be taken. This finding will be published and the petitioner notified.

- Listing as either endangered or threatened is warranted. The Service will publish a notice of proposed rulemaking, seek input from the public, and consider the input before making a final decision about listing is made.
- Listing is warranted but precluded.

18. What information is the Service seeking from the public?

We are seeking information from the public about the status of the species included in the substantial 90-day finding. This includes information about the biology, range, and population trends including habitat requirements; genetics and taxonomy; historical and current range and distribution patterns; historic and current population levels, current and projected population trends; and past and ongoing conservation measures for the species and its habitat. Please note, however, that submissions merely stating support for or opposition to a potential listing, without providing supporting information, although noted, will not be considered in making a determination. Section 4(b)(1)(A) of the Endangered Species Act mandates that listing decisions must be made "solely on the basis of the best scientific and commercial data available."

19. If a status review determines listing a species under the ESA is warranted, will critical habitat be proposed?

Yes. We may propose critical habitat for those species for which listing is warranted. Therefore, we also specifically request the following data and information for the species for which we are conducting status reviews:

- what may constitute "physical or biological features essential to the conservation of the species," within the geographical range occupied by the species;
- where these features are currently found;
- whether any of these features may require special management considerations or protection;
- specific areas outside the geographical area occupied by the species that are "essential for the conservation of the species"; and
- what, if any, critical habitat you think we should propose for designation if the species is proposed for listing, and why such habitat meets the requirements of section 4 of the Act.

Please include sufficient information with your submission to allow us to verify any scientific or commercial information or data you provide.

20. How do I submit information?

You may submit information by one of the following methods:

Electronically:

- 1.) Go to the *Federal eRulemaking Portal*: <http://www.regulations.gov>.
- 2.) In the Search box, enter the Docket Number (listed below) for this action and the appropriate species:

Species	Docket Number
California spotted owl	FWS-R8-ES-2015-0139
Inyo Mountains salamander	FWS-R8-ES-2015-0092
Kern Plateau salamander	FWS-R8-ES-2015-0093
lesser slender salamander	FWS-R8-ES-2015-0097
limestone salamander	FWS-R8-ES-2015-0099
Panamint alligator lizard	FWS-R8-ES-2015-0105

Shasta salamander	FWS-R8-ES-2015-0115	(451-1015) Notic... - 5 of 6
southern rubber boa	FWS-R8-ES-2015-0119	
tricolored blackbird	FWS-R8-ES-2015-0138	

3.) You may click on the document title to open the *Federal Register* notice or you may submit a comment by clicking on the “*Comment Now!*” button.

- *U.S. mail or hand-delivery:*
Public Comments Processing Attn: Docket No. [*Insert appropriate docket number; see table above*]
U.S. Fish and Wildlife, MS: BPHC
5275 Leesburg Pike
Falls Church, VA 22041-3803

The Service will post all information received on <http://www.regulations.gov>. This generally means that the Service will post any personal information that is provided.

The 60-day information request period is open until November 17, 2015.

21. What should I do if I’ve already sent in information on any of these species?

If you want to be certain we have your most up-to-date information to consider in the 12-month finding, please resubmit it as detailed above.

-FWS-

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Commissioners
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Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
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Fish and Game Commission



Wildlife Heritage and Conservation
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Clerk/Board of Supervisors

15 Day Notice of California Notice Register 2015, No.34-Z, Z-2015-0811-07

Re: Transgenic Definition; Application and Fee

September 22, 2015

This is to provide you with a 15 day continuation notice of proposed regulatory action relative to amending sections 1.92 "Transgenic" and 703 "Miscellaneous Applications, Tags, Seals, Licenses, Permits, and Fees," Title 14, California Code of Regulations, relating to the proposed regulations for "Transgenic Definition; Application and Fee," which was published in the California Regulatory Notice Register on August 21, 2015, Register 2015, No. 34-Z; OAL Notice File No. Z-2015-0811-07. The proposed additional language, shown in double underline/strikeout underline is for clarification of originally noticed language and is sufficiently related to the originally proposed text.

The date of the public hearing related to this matter, and associated deadlines for receipt of oral or written comments at the meeting to be held on October 8, 2015 in Los Angeles has not changed from the original notice.

Additional information and all associated documents may be found on the Fish and Game Commission website at http://www.fgc.ca.gov/regulations/2015/index.aspx#1_92.

Roger Bloom, Department of Fish and Wildlife, phone 916-445-3777, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Jon D. Snellstrom

Associate Governmental Program Analyst

Attachment

REGULATORY TEXT

Section 1.92, Title 14, CCR is amended as follows:

§1.92. Transgenic.

~~Genetically altered by introducing DNA (1) from another species or (2) through engineered endogenous constructs by means such as but not limited to recombinant DNA and RNA techniques to produce, gene addition, deletion, and doubling, or changing the position of the gene. This definition excludes DNA vaccines, individuals produced by the techniques of whole genome ploidy manipulation, and hybridization between closely related species, as in traditional hybridization.~~

(a) An animal whose genome has been deliberately altered, modified, or engineered, through means not possible under natural conditions, by insertion of a foreign gene or genes using genetic engineering methods.

(1) An animal is transgenic if its chromosomes contain artificially transferred genetic material from any other organism or a laboratory construct, regardless of whether the original source's genetic material was modified prior to insertion, or whether the originally transferred genetic material was inherited through normal reproduction.

(2) Methods of producing transgenic animals may include, but are not limited to, recombinant DNA and RNA techniques, cell fusion, micro- and macro-encapsulation, introduction of a foreign gene, or gene knock-in.

(3) Any progeny of a transgenic animal or any animal that is the result of breeding involving transgenic animals is transgenic within the meaning of this section.

(4) Notwithstanding subsection (a) above, an animal is not transgenic within the meaning of this section if:

(A) It is an aquatic animal species produced through breeding, conjugation, fermentation, hybridization, in vitro fertilization, or tissue culture and no transgenic organisms are involved;

(B) It is an aquatic animal species produced through whole genome ploidy manipulation;

or

(C) The foreign gene or genes in the animal is the result of therapeutic treatment with a DNA vaccine.

(b) Notwithstanding subsection 671(c)(11), a transgenic aquatic animal is not detrimental, and therefore not subject to regulation under Section 671 and subsection 671.1(a)(8), if all of the following apply:

(1) It is a live tropical marine or freshwater animal that will not be utilized for **research purposes**, human consumption, or bait purposes and will be maintained in a closed system and not placed in waters of the state;

(2) The **applicant, which may be a person or entity**, seeking to import, distribute, possess, and sell the transgenic aquatic animal in California has submitted to the department the application and fee specified in Section 703.

(3) The department has determined in writing, based on the information provided pursuant to subsection (b)(2), and any other relevant credible scientific information in the possession of the department or submitted to the department, that the presence of the transgenic aquatic animal, as modified, within California poses no reasonably foreseeable risk to native fish, wildlife, or plants.

Note: Authority cited: Sections 200, 202, 205, 210, and 220, and 1050 Fish and Game Code. Reference: Sections 200-202, 205, 206, 210 and 220, 1050 and 2271, Fish and Game Code.

REGULATORY TEXT

Section 703, Title 14, CCR is amended as follows:

§703. Miscellaneous Applications, Tags, Seals, Licenses, Permits, and Fees.

(a). Applications, Forms and Fees for January 1 through December 31 (Calendar Year).

... [No changes to subsections 703(a)(1) through (2)]

(3) Determination that a Transgenic Aquatic Animal is not Detrimental

(A) The applicant shall apply in the form of a letter, on letterhead if an entity, for a department determination that a transgenic aquatic animal is not detrimental in accordance with Section 1.92 and shall include all of the following:

1. The name, mailing address, telephone number(s), and e-mail address of the person seeking to import, possess, distribute, and sell the transgenic aquatic animal or of the principal contact person if an entity seeks to import, possess, distribute, and sell the transgenic aquatic animal.

2. A detailed analysis based on credible science containing:

a. The common and scientific names of the species for which an exemption is sought.

b. A description of the life history of the species.

c. A description of the method(s) by which the genome of the species has been deliberately altered, modified, or engineered.

d. The known or anticipated effects of the genetic modification of the species.

e. An analysis of the potential risk to native fish, wildlife, or plants posed by the presence of the transgenic aquatic animal, as modified, within California.

f. A description of the applicant's proposed importation, possession, distribution, and sale of the transgenic aquatic animal within California.

3. Certification in the following language: I certify that the information submitted in this application is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject the application to rejection, or the department determination to revocation, and to civil and criminal penalties under the laws of the State of California.

a. The original signature of the person, or principal contact person if an entity, seeking the determination.

4. The applicant shall submit a **separate nonrefundable** application and **nonrefundable** fee of \$4,790 **per species of transgenic aquatic animal**.

5. The applicant shall submit one paper copy, and an electronic copy (via email or other device as directed by department staff) containing all application materials, and the application fee, to the Fisheries Branch Chief at 830 S Street, Sacramento, CA 95811.

(B) Contents of the Department Determination

1. The department shall issue a determination in writing, based on the information provided by the applicant, and any other relevant credible scientific information in the

possession of the department or submitted to the department.

2. The determination shall state whether:

a. The presence of the transgenic aquatic animal, as modified, within California is detrimental and subject to regulation under Section 671 and subsection 671.1(a)(8); or,

b. The presence of the transgenic aquatic animal, as modified, within California is not detrimental and poses no reasonably foreseeable risk to native fish, wildlife, or plants and is not subject to regulation under Section 671 and subsection 671.1(a)(8).

c. In making its determination, the department may impose reasonable conditions to ensure the proposed importation, possession, distribution, and sale of the transgenic aquatic animal within California is not detrimental **to native fish, wildlife, or plants.**

d. The department may revoke or change its determination at any time upon newly-obtained information or circumstances involving said animal's detrimental impacts.

3. If the department identifies deficiencies in the application, requiring additional time or further review, the department shall reject the application and provide written notification of the identified deficiencies in the application to the applicant. No additional fee is required if the application, with required information, is resubmitted within one year of receipt of the original application.

(C) Effect of Department Determination

1. Once it receives a determination from the department that the transgenic aquatic animal poses no reasonably foreseeable risk to native fish, wildlife, or plants, the applicant **or its authorized agent** may import, possess, distribute, and sell the animal within the state provided that ~~it possesses on the premises or within the vehicle, if in transit, both the applicant and its authorized agent possess and provide within three business days, upon request by the department,~~ a copy of the department's determination.

2. Any wholesaler or retailer purchasing a transgenic aquatic animal from the applicant **or its authorized agent** may import, possess, distribute, and sell the animal provided that ~~it possesses on the premises or within the vehicle, if in transit, the wholesaler or retailer possesses and provides within three business days, upon request by the department,~~ both a copy of the department's determination and written documentation to demonstrate that ~~the animal that~~ the wholesaler or retailer purchased **the animal originated** from the applicant **or its authorized agent.**

3. Individuals purchasing a transgenic aquatic animal **that originated** from the applicant, **its authorized agent,** or wholesalers or retailers **as authorized by this section pursuant to subsection 2 of section 703(a)(3)(C)** may possess the animal, without a copy of the department's determination or any other documentation, provided that the animal is maintained in a closed system and not placed in the waters of the state.

[No changes to subsections 703(b) and 703(c)]

Note: Authority cited: Sections 713, 1002, 1050, 1053, 1745, 2118, 2120, 2122, 2150, 2150.2 and 2157, Fish and Game Code. Reference: Sections 395, 396, 398, 713, 1050, 1053, 1745, 2116, 2116.5, 2117, 2118, 2120, 2125, 2150, 2150.2, 2150.4, 2151, 2157, 2190, 2193, 2271, 3005.5, 3007, 3503, 3503.5, 3511, 3513, 3950, 10500, 12000 and 12002, Fish and Game Code; and Title 50, Code of Federal Regulations, Parts 21.29 and 21.30.