

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.

DECEMBER 8, 2015

8:30 A.M. YUBA COUNTY WATER AGENCY

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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

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. (514-1215) Approve consent to sublease between Continental Pacific Lumber Industries and X-Men Unlimited for property located at 5216 Arboga Road, Olivehurst, and authorize Chair to execute.

B. Board of Supervisors

1. (515-1215) Approve Board of Supervisors meeting schedule for 2016 and cancelling certain meetings.
2. (516-1215) Accept letter of resignation from Agricultural Commissioner Louie Mendoza effective December 31, 2015.

C. Clerk of the Board of Supervisors

1. (517-1215) Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors.
2. (521-1215) Approve minutes of November 17, 2015.

D. Community Development and Services

1. (518-1215) Adopt three resolutions consenting to inclusion of property in California Home Finance Authority Community Facilities District No. 2014-1; for participation in the Ygrene Works for California Property Assessed Clean Energy financing program; approving agreement with Golden State Financing Authority authorizing collection of special taxes and contractual assessments; and authorizing Community Development Services Agency Director to execute agreement and County Administrator to take necessary actions as required by agreement.
2. (519-1215) Adopt resolution consenting to the inclusion of properties within the territory of the counties participation in the California Statewide Communities Development Authority in the Property Assessed Clean Energy Financing Program, authorization to accept applications of property owners, conduct contractual assessments within territory of the county; and authorize related actions to director to take and execute materials and actions.

3. (520-1215) Adopt resolution authorizing application for funds and entering into Contract No. 16F-2053 with California Community Services and Development for 2016 Community Services Block Grant program and authorizing Director of Community Development and Services or Planning Director to execute contracts and amendments.

E. Human Resources/Risk Management

1. (522-1215) Approve CSAC-EIA Medical Malpractice Extended Participation Agreement and authorize Chair to execute.

F. Probation

1. (523-1215) Approve three agreements with Marysville Joint Unified School District (MJUSD) for the Probation and Schools Success Program (PASS) for intervention counselors and authorize Chair to execute.

G. Sheriff

1. (524-1215) Receive Inmate Welfare Expenditure Summary for Fiscal Year 2014-15 pursuant to Penal Code Section 4025(e).

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. (525-1215) Adopt resolution appointing Edward Ritchie as the At-Large Director to the Board of Directors for Three Rivers Levee Improvement Authority. (Five minute estimate)
2. (526-1215) Appoint one individual as District Two and District Five Representative, and two At-large Representatives to the Historic Resources Commission with terms ending December 31, 2016, December 31, 2018, and December 8, 2019 respectively. (Five minute estimate)

B. Community Development and Services

1. (527-1215) Adopt resolution authorizing Community Development and Services Agency Director to enter into a professional service agreement with Yuba Sutter Economic Development Corporation for administration of Yuba County Community Services Block Grant Program. (Ten minute estimate)

C. Emergency Services

1. (528-1215) Approve memorandum of understanding with Smartsville Fire Protection District and authorize Chair to execute. (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. (529-1215) Ordinance - Hold public hearing and adopt ordinance approving development agreement between Western Pacific Housing, Three Rivers Levee Improvement Authority, and the County of Yuba concerning River Oaks South, Tentative Subdivision Tract Map 2003-0015. (Roll Call Vote) (Ten Minute Estimate)

- VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
- A. (530-1215) Notice of Independent Audit of financial records Dobbins-Oregon House Fire Protection District for five years ending June 30, 2014.
 - B. (531-1215) Notice of Independent Audit of financial records for District 10 Hallwood CSD as of June 30, 2011
 - C. (532-1215) Memorandum from Yuba County Community Services Commission on the 2016 Funding Summary Allocations for the 2016 CSBG Program.
 - D. (534-2015) Notice from the Bureau of Reclamation announcing availability of Final environmental impact statement on Coordinated long-term operation of central valley project and state water project.
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION**
- A. Personnel pursuant to Government Code §54957 - Public Appointment/Agricultural Commissioner Recruitment
 - B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Administrator
- X. **ADJOURN**
- Human Services Committee - Supervisors Griego and Fletcher (Alternate Supervisor Nicoletti)**
- A. (533-1215) Consider resolution accepting funds from California Work Opportunity and Responsibility to Kids and agreements for the housing support program - Health and Human Services (Ten minutes estimate)

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.

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



514-1215

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

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

November 17, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Administrative Services Director *DM*

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE CONSENT TO SUBLEASE AS IT RELATES TO THE LEASE AND AMENDMENT TO LEASE AGREEMENTS BETWEEN CONTINENTAL PACIFIC LUMBER INDUSTRIES AND X-MEN UNLIMITED, FOR PROPERTY LOCATED AT 5216 ARBOGA ROAD, OLIVEHURST

Recommendation:

It is recommended that the Board authorize the Chairman to execute the subject agreement.

Background:

Continental Pacific Lumber leases approximately 12.5 acres in Yuba County Airport Industrial Park No. 1. The company has subleased the property since it was assigned the related leases in 1986. The lease agreements require the County to approve any sublease of the Continental Pacific Lumber's leased properties. There are three lease agreements extending to 2019, 2055, and 2065 and provide the Yuba County Airport annual revenue in the amount of \$1,500.

Discussion:

Vanning Johnson, Sr., and Nicholas Karpinsky, dba X-Men Unlimited, are leasing 18,000 square feet of an approximate 47,600 square foot complex located at 5216 Arboga Road, Olivehurst. This is a five-year lease that began on October 15, 2015, and terminating October 31, 2020. The space will be used for the storage and distribution of towed vehicles in accordance with all city, county, and state codes and laws. The business is currently working on receiving the Highway Patrol's abatement towing contract for 5 counties.

Committee Action:

This item was not presented to the Public Facilities Committee as it is considered routine. The lease is similar to previous leases the Board has reviewed within the same complex.

Fiscal Impact:

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

Attachments

Bud Applegate
Senior Vice President
Lic. #00785734

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Sacramento, CA 95825
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Email Bud.Applegate@colliers.com



October 8, 2015

Mary Hansen
Airport Manager
1364 Sky Harbor Drive, Suite A
Olivehurst, CA 95961

RE: 5216 Arboga Rd Suite A&B

Dear Mary:

Enclosed please find an original Lease executed by Owner (Continental Pacific Lumber Industries, Inc.) and Lessee (Vanning Johnson Sr. & Nicholas Karpinsky, dba: X-Men Unlimited). This property use is mainly for the storage of vehicles. X-Men Unlimited is currently working on receiving the Highway Patrol's abatement towing contract for 5 counties. They store cars until they are picked up by the owner or if time lapses long enough they sell them to sites, like Pick-N-Pull. X-Men Unlimited has already been to the county clerk's office and has received verbal approval. If you have any questions please do not hesitate to give me a call, and if you could please give me some indication about how long it will take to receive this document back.

Sincerely,

COLLIERS INTERNATIONAL

A handwritten signature in cursive script that reads "Bud".

W.W. Applegate, Jr.
Senior Vice President
(916) 563-3003

c: Paul Taylor
Paul Taylor
Continental Pacific Lumber Industries
11294 Coloma Road, Suite H
Gold River, CA 95670

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Lease Approval 5216 Arboga Road, Suite A&B, Olivehurst CA

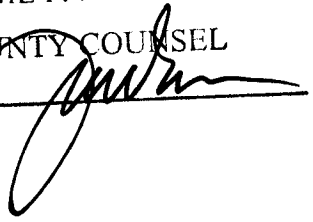
Yuba County Approval: This Lease must be approved by Yuba County. If the county adds any restriction the Lessor or Lessee cannot accept, then the Lessor and Lessee both have the option to cancel this Lease within 10 days of notice from the County.

Yuba County Lease Approval

Name

Date

Title

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

AMENDMENT I TO INDUSTRIAL REAL ESTATE LEASE**DATED OCTOBER 6, 2015****BY AND BETWEEN****CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC., AS LESSOR****AND****VANNING JOHNSON SR. AND NICHOLAS KARPINSKY D.B.A X-MEN UNLIMITED, AS LESSEE**

If any portion of the Standard Lease and Addendum I should conflict with the terms of this Amendment I, the terms of this Addendum I shall control.

Defined terms not otherwise defined in this Amendment I shall have the meanings ascribed to such terms in the Standard Lease.

All references to the "Lease" in the Standard Lease and Addendum I or in this Amendment I shall mean, collectively, the Standard Lease as modified by this Amendment I.

The purpose of this Amendment is to add Yuba County into Section 8 and Section 12 of the Lease.

Section 8 Insurance: Indemnity**8.2 Liability Insurance**

Yuba County will be added as additionally insured on X-Men Unlimited policy.

Notice to be mailed to:

Yuba County
Attn: Mary Hansen
1364 Sky Harbor Drive Suite A
Olivehurst, CA 95961
Email: mhansen@syix.com

Section 12 Assignment and Subletting:**12.1 Lessors Consent Required**

In addition to Lessor's consent, X-Men Unlimited will also be required to get consent from Yuba County. Paperwork would be submitted to:

Yuba County
Attn: Mary Hansen
1364 Sky Harbor Drive Suite A
Olivehurst, CA 95961

THE ABOVE TERMS ARE ACKNOWLEDGED AND AGREED TO:**LESSOR:**

By: Paul Taylor
Paul Taylor

Date: Oct 23, 2015

LESSEE:

By: Vanning Johnson Sr.

Date: Oct 23 2015

By: Nicholas Karpinsky
Nicholas Karpinsky

Date: Oct 23-2015

Initials: NP7

Initials: _____

Bud Applegate
Senior Vice President
Lic. #00785734

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Lease Approval 5216 Arboga Road, Suite A&B, Olivehurst CA

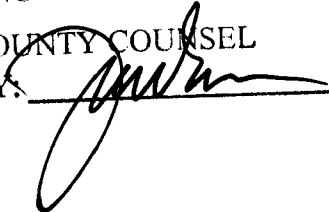
Yuba County Approval: This Lease must be approved by Yuba County. If the county adds any restriction the Lessor or Lessee cannot accept, then the Lessor and Lessee both have the option to cancel this Lease within 10 days of notice from the County.

Yuba County Lease Approval

Name

Date

Title

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



AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only October 6, 2015, is made by and between Continental - Pacific Lumber Industries, Inc. ("Lessor") and Vanning Johnson Sr. and Nicholas Karpinsky d.b.a: X-Men Unlimited

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 5216 Arboga Road Suite A & B, located in the City of Olivehurst, County of Yuba, State of California, with zip code 95961, as outlined on Exhibit A attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): approximately 18,000 square feet of an approximately 47,600 square foot complex on a +/-5 Acre parcel

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** on site unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** five (5) years and 2 weeks months ("Original Term") commencing October 15, 2015 ("Commencement Date") and ending October 31, 2020 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$ 2,500.00 per month ("Base Rent"), payable on the First day of each month commencing October 15, 2015. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 **Lessee's Share of Common Area Operating Expenses:** thirty eight percent (38 %) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$ 3,750.00 for the period October 15, 2015 to November 30, 2015
- (b) **Common Area Operating Expenses:** \$ _____ for the period _____
- (c) **Security Deposit:** \$ 5,000.00 ("Security Deposit"). (See also Paragraph 5)
- (d) **Other:** \$ _____ for _____

(e) **Total Due Upon Execution of this Lease:** \$ 8,750.00

1.8 **Agreed Use:** Storage and distribution of towed vehicles in accordance with all city, county and state codes and laws at Lessee's sole cost and expense

1.9 **Insuring Party:** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15)

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(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction
→ (check applicable boxes):

- ☐ _____ represents Lessor exclusively ("**Lessor's Broker**");
☐ _____ represents Lessee exclusively ("**Lessee's Broker**"); or
☒ Colliers International - Bud Applegate represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached a separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of per Agreement _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 50 through 53 ;
☒ a site plan depicting the Premises Exhibit "A";
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify); _____

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("**Applicable Requirements**"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the

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Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and

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landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.


3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are


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deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late

Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or

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materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

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(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

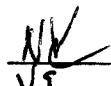
(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an


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amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender,

but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any

damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the

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termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

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10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's

remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.


(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under


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Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an

Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay


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such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that


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guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all


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other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project

without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the


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other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☒ is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Rancho Cordova, CA

Executed at: Olivehurst, CA

On: _____

On: _____

By LESSOR:

By LESSEE:

Continental - Pacific Lumber Industries Inc.

Vanning Johnson Sr. and Nicholas Karpinsky
d.b.a X-Men Unlimited

By: Paul Taylor

By: [Signature]

Name Printed: Paul Taylor

Name Printed: Vanning Johnson Sr.

Title: _____

Title: _____

By: _____

By: [Signature]

Name Printed: _____

Title: _____
 Address: 11294 Coloma Road, Suite H
Rancho Cordova, CA 95670
 Telephone: (916) 852-8503
 Facsimile: ()
 Email: cplii@sbcglobal.net
 Email: _____
 Federal ID No. _____

Name Printed: Nicholas Karpinsky
 Title: _____
 By: _____
 Name Printed: e
 Address: 6 Cabana St
Vallejo, CA 94589
 Telephone: (510) 715-5743
 Facsimile: ()
 Email: nk3429@yahoo.com
 Email: _____
 Federal ID No. _____

BROKER:

Colliers International

Attn: Bud Applegate
 Title: Senior Vice President
 Address: 301 University Ave., #100
Sacramento, CA 95825
 Telephone: (916) 563-3003
 Facsimile: (916) 641-1318
 Email: bud.applegate@colliers.com
 Federal ID No. _____
 Broker/Agent DRE License #: 00785734

BROKER:

Colliers International


Attn: Bud Applegate
 Title: Senior Vice President
 Address: 301 University Ave., #100
Sacramento, CA 95825
 Telephone: (916) 563-3003
 Facsimile: (916) 641-1318
 Email: bud.applegate@colliers.com
 Federal ID No. _____
 Broker/Agent DRE License #: 00785734

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM I TO INDUSTRIAL REAL ESTATE LEASE
DATED OCTOBER 6, 2015
BY AND BETWEEN
CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC. AS LESSOR
AND
VANNING JOHNSON SR. AND NICHOLAS D.B.A: X-MEN UNLIMITED

If any portion of the Standard Lease should conflict with the terms of this Addendum I, the terms of this Addendum I shall control.

Defined terms not otherwise defined in this Addendum I shall have the meanings ascribed to such terms in the Standard Lease.

All references to the "Lease" in the Standard Lease or in this Addendum I shall mean, collectively, the Standard Lease as modified by this Addendum I.

Section 50 Rent:

| | |
|---|--------------------|
| October 15, 2015 thru February 29, 2016 | \$ 2,500 per month |
| March 1, 2016 thru October 31, 2016 | \$ 5,000 per month |
| November 1, 2016 thru October 31, 2017 | \$ 5,200 per month |
| November 1, 2017 thru October 31, 2018 | \$ 5,400 per month |
| November 1, 2018 thru October 31, 2019 | \$ 5,600 per month |
| November 1, 2019 thru October 31, 2020 | \$ 5,800 per month |

Section 51 Tenant Improvements:

A. Lessee at his sole cost and expense will:

- Install an ADA bathroom into the 6,000 square foot section of warehouse if needed.
- Install cyclone fence down center of property and add Razor Wire on the perimeter with two gates for the fire department.
- Install a mobile office with a restroom.

These building improvements will become the property of the Lessor and will be done in accordance with City, County and State Building codes.

Section 52 Animals:

Lessee will be allowed to bring his dog to his Premise. Lessee will be responsible for any actions of his dog.

Section 53 Expansion:

When Lessee starts using the 8,400 SF premises the Rent will go to \$5,000.00 per month, but will increase no later than March 1, 2016.

Consult Your Advisors:

This document (including its exhibits and addenda, if any) has been prepared by Broker for approval by the undersigned respective parties' legal counsel. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for an attorney or accountant.

VJ
Initials: NK

Initials: DPZ

THE ABOVE TERMS ARE ACKNOWLEDGED AND AGREED TO:

LESSOR: Continental-Pacific Lumber
Industries, Inc.

By: Paul Taylor
Paul Taylor

Date: _____

LESSEE: Vanning Johnson Sr. and Nicholas
Karpinsky d.b.a X-Men Unlimited

By: Vanning Johnson Sr.
Vanning Johnson Sr.

Date: 10-8-15

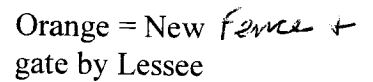
By: Nicholas Karpinsky
Nicholas Karpinsky

Date: 10-8-15

VS
Initials: NK

Initials: BPZ

**ADDENDUM I TO INDUSTRIAL REAL ESTATE LEASE
DATED OCTOBER 6, 2015
BY AND BETWEEN
CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC. AS LESSOR
AND
VANNING JOHNSON SR. AND NICHOLAS D.B.A: X-MEN UNLIMITED**



VS
NK

117

Property: 5216 Arboga Road, Olivehurst, California

Flood Zones. According to Yuba County Dated: 2/18/11 the Property may or may not be located in a flood zone. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas or in a dam inundation zone (California Government Code Section 8589.5). Buyers and tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters. **Flood Zone Designation: Zone X500L**

Earthquakes. Earthquakes occur throughout California. According to Fault Activity Map of California and Adjacent Areas, 1994 [specify source], the Property may or may not be situated in an Earthquake Fault Zone and/or a Seismic Hazard Zone (Sections 2621 et seq. and Sections 2690 et seq. of the California Public Resources Code, respectively). Property development and construction in such zones generally are subject to the findings of a geologic report prepared by a state-registered geologist. Whether or not located in such a zone, all properties in California are subject to earthquake risks and may be subject to a variety of state and local earthquake-related requirements, including retrofit requirements. Among other items, all new and existing water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions, sellers must execute a written certification that the water heaters are so braced, anchored or strapped (California Health and Safety Code Section 19211). Buyers and tenants should have their experts confirm whether the Property is in any earthquake zone and otherwise investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the area or the construction materials used, the Property may have hazardous or undesirable metals (including lead-based paint), minerals (including asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers and tenants and allow for inspections (42 United States Code Sections 4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code Section 25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code Sections 25915 et seq.); buyers/tenants have similar obligations. Have your experts investigate and evaluate these matters.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code Sections 12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code Section 1446 requires buyers to withhold and pay to the IRS 10% of the gross sales price within 10 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Fires. California Public Resources Codes Sections 4125 et seq. require sellers of real property located within state responsibility areas to advise buyers that the property is located within such a wildland zone, that the state does not have the responsibility to provide fire protection services to any structure within such a zone and that such zones may contain substantial forest/wildland fire risks. Government Code Sections 51178 et seq. require sellers of real property located within certain fire hazard zones to disclose that the property is located in such a zone. Sellers must disclose that a property located in a wildland or fire hazard zone is subject to the fire prevention requirements of Public Resources Code Section 4291 and Government Code Section 51182, respectively. Sellers must make such disclosures if either the sellers have actual knowledge that a property is in such a zone or a map showing the property to be in such a zone has been provided to the county assessor. Properties, whether or not located in such a zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Broker Representation. Colliers International is a national brokerage firm representing a variety of clients. Depending on the circumstances, Colliers International may represent both the seller/landlord and the buyer/tenant in a transaction, or you may be

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Initials: BP7

interested in a property that may be of interest to other Colliers International clients. If Colliers International represents more than one party with respect to a property, Colliers International will not disclose the confidential information of one principal to the other.

Seller/Landlord Disclosure, Delivery of Reports, Pest Control Reports and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all information known to sellers/landlords regarding the Property, including but not limited to, hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. If a pest control report is a condition of the purchase contract, buyers are entitled to receive a copy of the report and any certification and notice of work completed.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements and the availability of all utilities. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur and do not represent the current or future performance of the property. Real estate brokers are not experts concerning nor can they determine if any expert is qualified to provide advice on legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

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The County of Yuba



Office of the Board of Supervisors

Andy Vasquez – Supervisorial District One
John Nicoletti – Supervisorial District Two
Mary Jane Griego – Supervisorial District Three
Roger Abe – Supervisorial District Four
Randy Fletcher – Supervisorial District Five

Donna Stottlemeyer, Clerk of the Board
Yuba County Government Center
915 8th Street, Suite 109
Marysville CA 95901
(530) 749-7510/Fax 749-7353

December 8, 2015

TO: Board of Supervisors

FROM: Vice-Chair Abe

SUBJECT: Meeting Schedule for 2016 and Cancellation of Certain Board Meetings

Recommendation:

Approve Board of Supervisors meeting schedule for 2016 and cancelling certain meetings.

Background and Discussion:

The proposed meeting calendar consists of 34 regular Board meetings and one workshop. A total of ten meetings are proposed to be cancelled. Certain meetings are recommended cancelled for department heads to prepare budgets and presentations for Fiscal Year 2016/17. Pursuant to Ordinance Section 2.25.010 two meetings will not be held due to holidays.

During 2015, there were 34 regular meetings, three special meetings, and four workshops which included one on the budget.

Committee Action:

This matter brought directly to the Board for consideration.

Fiscal Impact:

None.

Attachment

2016 Meeting Schedule Board of Supervisors

January

Jan. 05 6:00 p.m. Cancel
Jan. 12 9:30 a.m.
Jan. 19 9:30 a.m. Cancel
Jan. 26 9:30 a.m.

February

Feb. 02 6:00 p.m.
Feb. 09 9:30 a.m.
Feb. 16 9:30 a.m. Cancel
Feb. 23 9:30 a.m.

March

Mar. 01 6:00 p.m.
Mar. 08 9:30 a.m.
Mar. 15 9:30 a.m.
Mar. 22 9:30 a.m.
Mar. 29 No Meeting 5th Tuesday
June

April

Apr. 05 6:00 p.m.
Apr. 12 9:30 a.m. Cancel
Apr. 19 9:30 a.m.
Apr. 26 9:30 a.m.

May

May 03 6:00 p.m. Cancel
May 10 9:30 a.m.
May 17 9:30 a.m.
May 24 9:30 a.m.
May 31 No Meeting 5th Tuesday

Jun. 07 No Meeting - Election Day
Jun. 14 9:30 a.m.
June 21 9:30 a.m.
Jun. 28 9:30 a.m.

July

Jul. 05 6:00 p.m. Cancel
Jul. 12 9:30 a.m.
Jul. 19 9:30 a.m.
Jul. 26 9:30 a.m.

August

Aug. 02 6:00 p.m. Cancel
Aug. 09 9:30 a.m.
Aug. 16 and 17 8:30 a.m. Budget Workshop
Aug. 23 9:30 a.m.
Aug. 30 No Meeting 5th Tuesday

September

Sept. 06 6:00 p.m. Cancel
Sept. 13 9:30 a.m.
Sept. 20 9:30 a.m.
Sept. 27 9:30 a.m.

Oct. 04 6:00 p.m.
Oct. 11 9:30 a.m. Cancel
Oct. 18 9:30 a.m.
Oct. 25 9:30 a.m.

Nov. 01 No Meeting - Election Day
Nov. 08 9:30 a.m.
Nov. 15 9:30 a.m.
Nov 22 9:30 a.m. No Meeting
Nov 29 No Meeting 5th Tuesday CSAC/ACWA

Dec. 06 6:00 p.m.
Dec. 13 9:30 a.m.
Dec. 20 9:30 a.m.
Dec. 27 9:30 a.m. Cancel

**Pursuant to Ordinance Code 2.25.010 "any regular meeting...that falls upon a holiday or Election day is cancelled.*

There shall be no regular meeting in any work week having 2 County holidays. Section 2.25.020 provides no regular meeting shall be held on the 5th Tuesday in any calendar month.

Election Days - June 7, November 1

RCRC Conference Sept. 28 - 30, CSAC Annual Conference Nov 29 - Dec 2 (Palm Springs)/ACWA Fall Conference (Anaheim)

2016 Holidays - Jan 1 and 18, Feb 15, May 30, July 4, Sept 5, Nov 11, 24 & 25, Dec 23 & 26

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Letter of Resignation for the Agricultural Commissioner –
Director of Weights and Measures
DATE: December 8, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors accept a letter of resignation from Louie Mendoza, Yuba County Agricultural Commissioner – Director of Weights and Measures, effective December 31, 2015.

BACKGROUND / DISCUSSION

The Board of Supervisors is responsible for the appointment of Yuba County's Agricultural Commissioner – Director of Weights and Measures. For approximately the last eight years, Louie Mendoza has served in that role. Mr. Mendoza recently accepted an offer of employment for the Butte County position of Agriculture Commissioner.

Mr. Mendoza has been a great addition to our organization and not only provided tremendous leadership to his employees and department, but he also has worked very well diligently with our executive team. His service is appreciated and I consider myself privileged to have worked alongside Mr. Mendoza.

Louie, thank you for your service to Yuba County.

FISCAL IMPACT

None

The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

RECEIVED

November 12, 2015

NOV 12 2015

Robert Bendorf
Yuba County Administrative Officer

COUNTY ADMINISTRATOR

Re: Resignation as Agricultural Commissioner/Director of Weights & Measures

Dear Robert,

Please accept this notice as my formal letter of resignation from the Yuba County Agricultural Commissioner's Office.

I have been offered the position of Agricultural Commissioner/Director of Weights and Measures with Butte County and have accepted the position. Pending approval from the Butte County Board of Supervisors; my last day of "official" employment with Yuba County will be Thursday, December 31, 2015. I do plan to use some vacation accrual time during the last few weeks in December.

As you know, this was a very difficult decision for me to make. I want to thank you and the Board of Supervisors for giving me the opportunity to serve as the Yuba County Agricultural Commissioner/Director of Weights & Measures for the past eight years. It has been the best years of my professional career. I cannot thank you enough for your leadership of this organization.

Prior to the end of the year, I will coordinate program priorities as needed with co-workers or other departments.

Again, thank you and the Board of Supervisors for giving me the opportunity to work here.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou B Mendoza Jr.", written in a cursive style.

Louie B. Mendoza Jr.
Agricultural Commissioner
Director of Weights & Measures

THE COUNTY OF YUBA**Clerk of the Board of Supervisors**915 8th Street, Suite 109

Marysville, CA 95901

(530) 749-7510

(530) 749-7353 Fax

**To:** Board of Supervisors**From:** Donna Stottlemeyer, Clerk of the Board **Subject:** **Local Appointment List****Date:** December 8, 2015**Recommendation**

Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors.

Background and Discussion

The Maddy Appointive List Act of 1975 requires that on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency.

A current list is attached for your review and adoption. The list is continually posted at the Government Center, in the office of the Clerk of the Board of Supervisors, the Library, and on the County website, and is updated as vacancies and appointments occur.

Fiscal Impact

None

Committee Action

None required.

ds
attachment

**INDIVIDUALS NEEDED FOR
BOARDS/COMMISSIONS/COMMITTEES
APPOINTED BY THE
YUBA COUNTY BOARD OF SUPERVISORS**
Applications and Vacancies on line at <http://www.co.yuba.ca.us/departments/bos/Committees.aspx>

November 25, 2015

AREA 4 AGENCY ON AGING ADVISORY COUNCIL – Two Vacancy

Qualifications: Resident of Yuba County; low income, older minority persons, or actual consumer of services under the Area Plan (El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, & Yuba). Meets: Third Thursday of each month, 1:00 p.m. at different locations within the counties represented Compensation: Mileage at the IRS rate for out of county meetings

BEHAVIORAL HEALTH ADVISORY BOARD-SUTTER YUBA (Bi-County) Three Vacancy - 2 At-Large Representative, 1 Family Representative

Appointees: 5, Three-year terms ending June 30 with terms being staggered/Plus 1 Supervisor (6/30/2017)

Qualifications: Resident of Yuba County and at least two members must be consumer representatives

Meets: First Thursday of month at 5:30 p.m. at 1965 Live Oak Blvd. Conference Room, Yuba City (Except for August and December

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE - Five Vacancies

Qualifications: Business owners and professionals within the County

Meets: Third Friday of odd numbered months at 7:30 a.m. in various county locations

Compensation: None. Voluntary

HISTORIC RESOURCES COMMITTEE - Eight Vacancies

Appointees: 10, Four-year term.

Qualifications: 1 appointed by City of Marysville, 1 appointed by City of Wheatland, 1 appointed by each supervisorial district, 3 at-large appointed by Board of Supervisors.

Meets: Monthly, time and place to set by the Historic Resources Commission.

Compensation: None. Voluntary

IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE – Five Vacancies

Qualifications: Resident of Yuba County and interest in serving persons with disabilities.

At least 50% of members must be current or past consumers of in-home personal assistance services, and two must be past or present IHSS care providers. Meets: Quarterly

LAW LIBRARY BOARD OF TRUSTEES – One Vacancy

Qualifications: Member of the California state bar or resident of the County

Meets: Second Tuesday of the month at noon at Department 7, Yuba County Courthouse, 215 5th Street

PLUMAS LAKE SPECIFIC PLAN DESIGN - One Vacancy – Technical Rep

Qualifications: Demonstrate a combination of technical knowledge, training or architectural experience, urban planning, Landscape, civil engineering and/or art or architectural history

Meets: As needed 1st Thursday of the month

REDEVELOPMENT AGENCY OVERSIGHT BOARD (City of Marysville) - One Vacancy

Qualifications: City or county resident

Meetings: As needed

RESOURCE CONSERVATION DISTRICT – Two Vacancies (Elector within the unincorporated areas of Yuba County)

Qualifications: Landowner in Reclamation District (Entire County except for cities of Wheatland and Marysville) and endorsement from 10 Yuba County registered voters

Meets: Normally on the 3rd Tuesday of the month at 2:00 p.m. at Yuba County Government Center Agriculture Commissioner Conference Room.

SMARTSVILLE CEMETERY DISTRICT – One Vacancy

Qualifications: Elector within the Cemetery District Meets: As needed

WHEATLAND CEMETERY DISTRICT– *One Vacancy*

Qualifications: Elector within the Cemetery District Meets: As needed

YUBA COUNTY COMMISSION ON AGING - *One Vacancy*

Qualifications: Resident of District 1, Appointed by their Supervisorial District

YOUTH COMMISSION – *Eleven Vacancies - Two from each Supervisorial District and One At-large*

Qualifications: Yuba County Resident and/or Supervisorial District; at least 12 years of age entering the eighth (8th) through twelfth (12th) grade of school at the time of appointment; have an interest in the needs of young people in Yuba County.

For more information and application, contact:

Clerk of the Board of Supervisors
915 – 8th Street, Ste. 109
Marysville, CA 95901 **(530) 749-7510**

LOCAL APPOINTMENT LIST
November 10, 2015

AREA 4 AGENCY ON AGING ADVISORY COUNCIL

TWO VACANCIES

www.a4aa.com

Tai Love
2260 Park Towne Circle, Suite 100
Sacramento, CA 95825-0416
(916) 486-1876

Appointees: 2, Three-year term ending June 30

Qualifications: Resident of Yuba County; low income, older minority persons, or actual consumer of services under the Area Plan (El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, & Yuba). Meets: Third Thursday of each month, 1:00 p.m. at different locations within the counties represented

Compensation: Mileage at the IRS rate for out of county meetings

VACANCY – 06/30/2016

VACANCY – 6/30/2017

AREA 4 AGENCY ON AGING/GOVERNING BOARD

www.a4aa.com

2260 Park Towne Circle Suite 100
Sacramento, CA 95825-0416
(916) 486-1876

Appointees: 1 At-large appointee Two-year term, and 1 Supervisor/Designee – One-year term. Terms end December 31

Qualifications: Resident of Yuba County Meets: Second Friday of each month at 10 a.m. at different locations within the 7 counties represented (El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, & Yuba).

Compensation: Mileage at the IRS rate for out of county meetings excluding Board of Supervisors members

Supervisor Randy Fletcher/Alternate Andy Vasquez

John Hollis, At-Large Representative – 12/18/2012 - 12/31/2015

ASSESSMENT APPEALS BOARD NO. 2

<http://www.co.yuba.ca.us/departments/bos/Assessment%20Appeals%20Board.aspx>

Clerk of the Board of Supervisors
915 – 8th Street, Suite 109
Marysville, CA 95901
(530) 749-7510

Appointees: 3/2 Alternates, Three-year term ending first Monday in September

Qualifications: Five years professional experience in California as one of the following: CPA/Public Accountant, licensed real estate broker, attorney, property appraiser accredited by a nationally recognized professional organization, or person which the Board of Supervisors believes possesses competent knowledge of property appraisal and taxation.

Meets: 9:00 a.m. on Monday one to two times monthly January through May and at varied times as needed throughout the year.

Compensation: \$75 per hour with \$150 minimum per meeting

Robert Storm, 10/23/2007 – 09/05/2016

Mimi Mathews, 08/26/2008 - 09/04/2017

Pete Hammontre, 08/15/2006 - 09/03/2018

Alternates

Kuldip S. Atwal, 4/24/12 – 9/03/2018

Norbert Kominsky, 8/13/2013 – 9/5/2016

BI-COUNTY SOLID WASTE INDEPENDENT HEARING PANEL

<http://www.co.yuba.ca.us/Departments/Community%20Development/EH/solid%20waste/solidwaste.aspx>

Environmental Health
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5450

Appointees: 3, Four-year term (May serve more than one term but not more than two consecutive terms)

Meets: As needed

Qualifications: One member shall be a technical expert with knowledge of solid waste management methods and technology; one member of the local governing body (Yuba County Board of Supervisors); and at least one member shall be a representative of the public at large residing in Yuba or Sutter County.

Supervisor John Nicoletti, 11/13/2012 – 12/31/2016
Terry A. Noble 06/24/2014 – 06/24/2018

Dennis Green, 06/14/2011 – 1/28/2018

BROWNS VALLEY CEMETERY DISTRICT

Ruth Mikkelsen, Chair
P.O. Box 211
Browns Valley, CA 95918

Appointees: 3, Four-year term

Qualifications: Elector within the District

Meets: As needed

Ruth Mikkelsen, 10/27/09 – 08/22/2016 Susan Lee, 08/09/2011 – 10/21/2018 Roland D'Arcy, 09/10/2013 – 09/10/2017

BROWNSVILLE CEMETERY DISTRICT

Norma Escherman, Secretary
P.O. Box 333
Brownsville, CA 95919
(530) 675-2115

Appointees: 3, Four-year term

Qualifications: Elector within the District

Meets monthly

Jim Bamford, 07/06/2010 – 02/10/2019 Alvin Bell, 06/26/2012 – 07/14/2019 Dwight Moore, 06/23/2015 - 02/26/2017

BUILDING CONSTRUCTION APPEALS BOARD

c/o Community Development
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5430

Appointees: 5, Serve at the pleasure of the Board of Supervisors.

Qualifications: Need not be Yuba County resident. Must be sufficiently experienced in building and construction matters to pass upon matters coming before the Board, such as materials to be used in construction and technical rules relating to building permits.

Meets: As needed

Gerald Sparks, 02/18/1992
Bart E. Johnson, 12/03/1985

Lloyd Appleby, 09/19/1995
Garry E. Laughlin, 02/07/1984

John Stevens, 10/12/1999

CHILD CARE PLANNING COUNCIL OF YUBA & SUTTER COUNTIES

www.childcareyubasutter.org

Executive Director Tonya K. Byers
1104 E Street
Marysville, CA 95901
(530) 749-4040

Appointees: 5, 3 year term of office ending 9/30

Qualifications: Consumer – Parent or person who receives, or has received child care services; Child Care Provider – a person who provides child care services or represents persons who provide child care services; Public Agency – a person who represents a city, county, city and county, or local education agency; Community – a person who represents an agency or business that provides private funding or advocates for child care services through participation in civic or community-based organizations and is not a child care provider and does not represent an agency that contracts with the California Department of Education to provide child care and development services; or Discretionary – a person from any of the above categories or outside of these categories at the discretion of the appointing agencies

Meets: Fourth Tuesday of month at 1:00 p.m. at Yuba County Office of Education, Center for Education, 1104 E Street, Marysville.

Kathy Woods, Child Care Provider Rep., 10/15/2013 – 9/30/2016
Ann Soliday, Public Agency Rep., 10/6/2015 – 9/30/2018
Nina Martinez, Discretionary Rep., 7-14-2015 – 9-30-2016

Donna Greist, Community Rep., 10/15/2013 – 9/30/2016
Paul Tupaz, Consumer Rep., 6/23/2015 – 9/30/2016

COMMISSION ON AGING

Chairman Sue Cejner-Moyers
915 8th Street, Suite 109
Marysville, CA 95901
(530) 743-7554

ONE VACANCY

Appointees: 7, Three-year term for At-Large and District reps run concurrent with Supervisorial District

Qualifications: Each Supervisor shall appoint one member who shall be a resident of his/her Supervisorial District. Two At-large members shall be appointed who shall be a County resident.

Meets: Second Wednesday at 10:00 a.m. at the Yuba County Senior Center, 4979 Olivehurst Avenue, Olivehurst

Compensation: None

VACANCY District One Rep., Term – 12/31/2018

V. Sue Shaffer, District Two Rep, 12/09/2014 – 12/31/2016
Daisy Shelton, District Three Rep., 02/20/2007 – 12/31/2016
Debbie Panteloglew, District Four Rep., 08/13/2013 – 12/31/2016
Sue Cejner-Moyers, District Five Rep., 12/14/2010 – 12/31/2018
Gayle Diamond, At-Large, 12/14/2010 – 06/23/2018
Gary Arlington, At-Large, 2/26/2013 – 4/3/2016

COMMUNITY SERVICES COMMISSION

http://www.co.yuba.ca.us/Departments/Community%20Development/Community%20Services/communityservicescommission_NEW.aspx

Wendy Hartman, Community Services
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5460

Appointees: 5, Term runs concurrent with District Supervisor

Qualifications: Resident of Supervisorial District.

The Board of Supervisors has the option of designating themselves individually as members or appointing a representative.

Meets: First Thursday of each month at 6:00 p.m.

Rob Klotz, District One 11/17/2015 – 12/31/2018
Vera Correa, District Three, 01/15/2013 – 12/30/2016

Supervisor John Nicoletti, District Two, 12/31/2016
David Villanueva, District Four, 4/14/2015 – 12/31/2016

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

FIVE VACANCIES

915 8th Street, Suite 115
Marysville, CA 95901
(530) 749-7575

Appointees: 20, Serves at the pleasure of the Board

Qualifications: Business owners and professionals within the County

Meets: Third Friday of odd numbered months at 7:30 a.m. in various county locations

Compensation: None. Voluntary

Purpose: Provides recommendations and strategies on implementing programs in the areas of business marketing, business attraction, business retention, business development, and tourism to further the economic strength and vitality of the County.

Nate Pomeroy, 4/13/2010
Sheila Kern, 4/13/2010
Wayne Bishop, 4/3/2010
Glenn Stifflemire, 1/21/2014
Steven Dambeck, 2/26/2013

Steve Hammarstrom 8/12/2014
Todd Hambrook, 2/1/2011
Cary Wilson, 4/13/2010
Rosemary Daoust, 01/15/13
Sean Andersen, 3/19/2013

Sarbdeep Atwal, 2/14/2012
Hilton Perez, 4/1/2014
Tib Belza, 4/13/2010
Terry Bently, 02/26/2013
Chong Yang, 10/21/2014

ENVIRONMENTAL HEALTH APPEALS BOARD

Environmental Health
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5450

Appointees: 5, Serve at pleasure of Board of Supervisors

Qualifications: One contractor licensed to install private sewage disposal systems in California; one registered environmental health specialist; one medical doctor; one registered or professional civil engineer; and one member of the public.

Meets: As needed

Fred H. Kawashima, Public At-Large Rep., 10/12/1999 Bob Nicholson, General Contractor Rep., 09/19/1995
Archibald H. Beard, Medical Doctor Rep., 03/12/1996 Wes Faubel, Civil Engineer Rep., 10/12/1999
Susan Chalpin, Environmental Health Specialist Rep., 09/19/1995

FIRST 5 YUBA COMMISSION

www.first5yuba.org

Cynthia Sodari, Executive Director
1114 Yuba Street, Suite 147
Marysville, CA 95901-6132
(530) 749-4877

Appointees: 7, Three-year term of office ending the last Monday of April

Qualifications: 1. One Board of Supervisor; 2. One member shall be the Director of Human Services or a Management Designee; 3. One member shall be the Director of Public Health or a Medical-Public Health Designee; 4. One member shall be the Chief Probation Officer or a Management Designee; 5. One member shall be the Yuba County Office of Education Superintendent or a local School District Designee; 6. The remaining two members shall be persons from the following categories: (a) recipients of project services in the County Strategic plan; (b) educators specializing in early childhood development; (c) representatives of a local child care resource or referral agency or a local child care coordinating group; (d) representatives of a local organization for prevention or early intervention for families at risk; (e) representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (f) representatives of local school districts; and (g) representatives of local medical, pediatric, or obstetric associations or societies.

Meets: Fourth Thursday of every other month at 3:30 p.m. beginning January (except Nov. and Dec) on the 3rd Thursday of the month at the Yuba County Government Center, Marysville Conference Room

Compensation: Voluntary.

Supervisor Andy Vasquez/Alternate Supervisor John Nicoletti 07/01/2013 – 01/28/2014
Pam Morasch, Deputy Director Health and Human Services Jim Arnold Chief Probation Officer
(Public Health or Medical-Public Health) - 04/21/2018
(Yuba County Office of Education Superintendent or Local School District Designee) – 04/25/2016
Melinda Staples (meets categories a thru g) – 04/24/2017 Sally Sokoloski (Meets categories a thru g) - 04/30/2018

FISH AND GAME ADVISORY COMMISSION

<http://www.co.yuba.ca.us/Departments/Ag/fishandgame.aspx>

Agriculture Commissioner - Todd Quist
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5400

Appointees: 16 Total. 7 specific district members, runs concurrent with the elected nominating officers; 8 at-large and 1 youth; youth member one year; all other terms shall be four years.

Qualifications: Resident of Yuba County, and other than the youth member who should be between the ages of 15 and 17, shall have not attained the age of 18 years by date of appointment.

Meets: First Thursday of the month at 5:30 p.m. at the Yuba County Government Center, Wheatland Conference Room

| | |
|---|--|
| Robert Gaschke, YCWA North Area, 01/15/2013 – 12/31/2016 | Cara Irwin, Youth Rep. 12/16/2014 – 12/16/2015 |
| Robert W. Gass South Area, 5-17-2011 – 12-31-2018 | Gregory T. Soliz 2/17/09 – 2/26/2017 |
| Frank Hall, District One, 01/11/2011 – 12/31/2018 | Christian Hogan, District Two, 01-20-2009 – 12/31/2016 |
| Samantha Townsend, District Three Rep –06/23/2015 -12/31/2016 | Mike Boom, District Four, 12/18/2012 – 12/31/2016 |

| | |
|---|--|
| Robert Winchester, District Five, 03-18-2003 – 12/31/2018 | Montie Lunkley 06/12/2012 – 07/23/2017 |
| Mark Harrison 01/22/2013 – 01-22-2017 | Carl Dinwiddie 5/14/2013 – 07/14/2019 |
| Grady Windham 11/16/-2010 – 02/10/2019 | Kaitlyn Irwin 1/13/2015 – 01/13/2019 |
| Nicky Harris, 06-23-2015 – 9/23/2018 | Chris Hall, 06-23-2015 – 06-23-2019 |

HISTORIC RESOURCES COMMITTEE - VACANCIES - 8

Russ Brown – County Administrator
915 – 8th Street, Suite 115
Marysville, CA 95901
(530) 749-7575

Appointees: 10, Four-year term. (Initially terms will be staggered as Three and Four-year terms)

Qualifications: 1 appointed by City of Marysville, 1 appointed by City of Wheatland, 1 appointed by each supervisorial district, 3 at-large appointed by Board of Supervisors.

Meets: Monthly, time and place to set by the Historic Resources Commission.

Compensation: None. Voluntary

Joe Henderson - Wheatland Rep.
Dale Whitmore – Marysville Rep.

HOUSING ADVISORY AND APPEALS BOARD

Community Development/Building
915 – 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5430

Appointees: 5, Serve at the pleasure of Board

Qualifications: Resident of Yuba County, and experience and training to pass upon matters pertaining to building and construction

Meets: As needed

Compensation: \$25 per day/meeting

John Guanzon, 12/16/2003
Scott Slayton, 12/16/2003

Thomas C. Stoller, 12/16/2003
Christina Pierce, 03/23/2004

Sarbdeep Atwal, 2/28/2012

11/25/2015 (H:\Common\Master\BOARD COMMITTEES\A Board Committee Appointments List.doc

IN-HOME SUPPORTIVE SERVICES (IHSS) ADVISORY COMMITTEE

John Crocker, Adult Services Program Manager
5730 Packard Avenue
Marysville, CA 95901
(530) 749-6371

Appointees: Up to 11, Two-year term

Qualifications: Resident of Yuba County and interest in serving persons with disabilities.

At least 50% of members must be current or past consumers of in-home personal assistance services, and two must be past or present IHSS care providers.

Meets: Quarterly

Ron Russell, 04/07/2009 – 09/10/2015
Lucille Bryant, 09/13/2003 – 09/10/2015
Claudia Hollis, 04/03/2012 – 04/03/2014
5 VACANCIES – Two year term

Opal Richardson, 08/11/2009 – 09/10/2015
David Hantusch, 07/06/2010 – 09/11/2014
Xia Lia Yang, 08/13/2013 – 08/13/2015

KEYSTONE CEMETERY DISTRICT

Robert Roberts, Chairman
P.O. Box 8
Dobbins, CA 95935
(530) 692-2408

Appointees: 3, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

Dan Lucero, 12/06/2011 – 12/06/2015
Morris Moody, 2/6/2007 – 07/14/2019

Robert W. Roberts, 03/17/2010 – 10/21/2018

LAW LIBRARY BOARD OF TRUSTEES

County Counsel
915 – 8th Street, Suite 111
Marysville, CA 95901
(530) 749-7565

Appointees: 2 (Board Chair or his designee and 1 At-Large Representative) One year terms ending the last meeting in January

Qualifications: Member of the California state bar or resident of the County

Meets: Second Tuesday of the month at noon at Department 7, Yuba County Courthouse, 215 5th Street

John Whidden, Designee Rep. 1/27/2015

Vacancy – At-Large

LIBRARY ADVISORY COMMISSION

<http://www.co.yuba.ca.us/Departments/Library/LibAdvisComm.aspx>

Sandeep Sidhu, Administration Supervisor
Yuba County Library
303 Second Street
Marysville, CA 95901
(530) 741-7380

Appointees: 7/5 members Concurrent with District Supervisor/1 Board of Supervisor (1 year term)/1 City of Marysville Council Member appointed by the City Council (1 year term)

Qualifications: Resident of Supervisorial District representing

Meets: 1st Thursday of every other month beginning in February

Supervisor Mary Jane Griego, 1/27/2015 – 1/26/2016
Michael Paine, District Two, 01/20/2009 – 12/31/2016

Steve Wigley, District One, 4/22/2014 - 12/31/2018
Charissa McClain, District Three, 01/11/2011 - 12/31/2016

Pat Camarena, District Four, 06/15/2010 - 12/31/2016

Sue Cejner-Moyers, District Five 01/09/2007 – 12/31/2018

PEORIA CEMETERY DISTRICT

Peoria6240@yahoo.com

Dolores McGuire, Secretary

P.O. Box 23

Browns Valley, CA 95918

(530) 749-8473

(530) 742-8674 – fax

Appointees: 3, Four-year term

Qualifications: Elector within the Cemetery District

Meets: 2nd Thursday of the second month of year quarterly at 7:00 p.m. at the Loma Rica Lions Club

Raymond G. Bradley, Jr., 09/09/2008 – 10/23/2016

Nancy Houser, 08/22/2004 – 09/10/2017

David Pietz, 4/22/2014 – 08/13/2017

PLANNING COMMISSION

<http://www.co.yuba.ca.us/Departments/Community%20Development/Planning/Default%20Pages/planningcommission.aspx>

Community Development

915 – 8th Street, Suite 123

Marysville, CA 95901

(530) 749-5470

Appointees: 5/4 year term concurrent with Supervisor expiring on the 2nd Tuesday following the first Monday in January

Qualifications: Each Supervisor shall appoint one member who shall be a resident of his/her supervisorial district.

Meets: 3rd and 4th Wednesday each month, at 6:00 p.m., Board of Supervisors Chambers.

Compensation: \$75 per meeting pursuant to YCOC 11.05.110

Alyssa Lindman, District One, 01/11/2011 – 01/15/2019

Michele Barker, District Two, 02/03/2009 – 01/10/2017

Vera Correa, District Three 05/14/2013 – 01/10/2017

Randy Rasmussen, District Four, 10/01/2013 – 01/10/2017

Warner C. Phillips, District Five 02/03/2015 – 01/15/2019

PLUMAS LAKE SPECIFIC PLAN DESIGN REVIEW COMMITTEE

<http://www.co.yuba.ca.us/departments/Community%20Development/Planning/Default%20Pages/plumaslakedesignreview.aspx>

Community Development

915 – 8th Street, Suite 123

Marysville, CA 95901

(530) 749-5430

Appointees: 5, One Year

Qualifications: Three members shall demonstrate combination of technical knowledge, training or experience architectural, urban planning, landscape, civil engineering and or art or architectural history. Two members shall be residents of the Plumas Lake Specific Plan area.

Meets: As needed on 1st Thursday of the month at 5:30 p.m. in Board of Supervisors Chambers

David Villanueva, Resident Rep., 01/10/2012 – 02/2/2016

Donald Rae, Resident Rep., 01/08/2008 – 05/5/2016

Patrick Osborne, Technical Rep., 2/3/2015 – 2/3/2016

James F. Purcell, Resident Rep., 08/12/2014 – 08/25/2016

VACANCY Technical Rep. One Year Term

REDEVELOPMENT AGENCY OVERSIGHT BOARD (Yuba County)

Sean Powers, Director of Finance and Administration

Community Development

915 – 8th Street, Suite 123

Marysville, CA 95901

(530) 749-5430

Qualifications: County resident

Appointees: 1 Board appointed, serves at pleasure of the Board

11/25/2015 (H:\Common\Master\BOARD COMMITTEES\A Board Committee Appointments List.doc

Meetings: 3:30 p.m. on the 4th Tuesday of March, June, and September. (Special meetings as needed)

Dennis Ayres, 6/24/2014

REDEVELOPMENT AGENCY OVERSIGHT BOARD (City of Marysville)

ONE VACANCY

Billie Fangman, Marysville City Clerk
526 C Street
Marysville, CA 95901
(530) 749-3901

Appointees: 1 Board appointed, serves at pleasure of the Board
Qualifications: City or County resident
Meetings: As needed

RESOURCE CONSERVATION DISTRICT

TWO VACANCIES – TERM EXPIRES /11/30/2016 & 11/30/2018

<http://www.co.yuba.ca.us/ycrcd/>
1511 Butte House Road, Ste. B
Yuba City, CA 95993
(530) 674-1461 x 3

Appointees: 5, Four-year term of office ending November 30 of even numbered years
Qualifications: Landowner in Reclamation District (Entire County except for cities of Wheatland and Marysville) and endorsement from 10 Yuba County registered voters
Meets: Normally on the 3rd Tuesday of the month at 2:00 p.m. at Yuba County Government Center Agriculture Commissioner Conference Room.

Gary Hawthorne, 10/21/2014 – 11/30/2016
Michael E. Lee, 08/11/2015 – 11/30/2016

Don L. Grimm, 04/07/2015 – 11/30/2018

SMARTSVILLE CEMETERY DISTRICT

ONE VACANCY

P.O. Box 198
Smartsville, CA 95977
(530) 713-5947

Appointees: 3, Four-year term Qualifications: Elector within Cemetery District Meets: As needed

Leanna Beam, 06/12/2001 – 08/27/2017

Rita Ann Gross, 6/19/2012 – 06/19/2016

One Scheduled Vacancy – FOUR YEAR TERM

STRAWBERRY VALLEY CEMETERY DISTRICT

Mary L. Lauck, Secretary
P.O. Box 395
Strawberry Valley, Ca 95981
(530) 675-2340

Appointees: 3, Four-year term Qualifications: Elector within Cemetery District Meets: As needed

James Parnell, 03/23/2010 – 05/20/18

Cynara (Lea) Barthelmes, 05/02/2006 – 7/22/2018

Autumn Meadow, 09/16/2014 – 09/16/2018

SUTTER-YUBA BEHAVIORAL HEALTH ADVISORY BOARD (Bi-County)

3 UNSCHEDULED VACANCIES

Sue Hopper, Executive Secretary
P.O. Box 1520
Yuba City, CA 95992
(530) 822-7200 ext. 2275

Appointees: 5, Three-year terms ending June 30 with terms being staggered/Plus 1 Supervisor (6/30/2017)

11/25/2015 (H:\Common\Master\BOARD COMMITTEES\A Board Committee Appointments List.doc

Qualifications: Resident of Yuba County and at least two members must be consumer representatives
Meets: First Thursday of month at 5:30 p.m. at 1965 Live Oak Blvd. Conference Room, Yuba City (Except for August and December)
Supervisor Andy Vasquez Representative/Supervisor Randy Fletcher Alternate 01/27/2014 – 6/30/2017
Tamaira Ramsey, Consumer Rep., 08/26/2014 – 06/30/2016 Michael Valdez, Consumer Rep. 3/10/15 – 3/10/2018
2 Unscheduled Vacancy, At-Large – 06/30/2017 **1 Unscheduled Vacancy, Family Rep.– 3/10/2017**

SUTTER-YUBA MOSQUITO & VECTOR CONTROL DISTRICT

http://sutter-yubamvcd.org/Board_of_Trustees.asp
Ronald McBride, Manager
P.O. Box 726/701 Bogue Road
Yuba City, CA 95992
(530) 674-5456

Appointee: 1, Two-year or Four-year term at the discretion of the Board of Supervisors
Qualifications: Elector and resident of portion of County which is within District
Meets: Second Thursday of each month at 4:30 p.m. at District office
Compensation: \$100 per meeting in lieu of expenses

Erica O. Jeffrey, 01/15/2013 – 12/31/2016

WHEATLAND CEMETERY DISTRICT

1 VACANCY

Holly Welch, Secretary
PO Box 281
Wheatland, CA 95692
(530) 633-4333

Appointees: 5, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

Patricia Agles, 5/15/2012 – 7/22/2018
Martha Waltz, 4/7/2015 – 8/13/2017
Lynne Bradshaw, 2/3/2015 – 11/18/2016

Debra J. Coker, 07/09/2013 – 07/09/2017

YOUTH COMMISSION

Clerk of the Board of Supervisors
915 8th St. Ste. 109
Marysville, CA 95901
(530) 749-7510

Appointees: 11 one year terms beginning July 1 and ending June 30. Each Board member appoints two District representatives, **initially one each to a one year and two year term.** Board Liaison appoints one at large member.
Qualifications: Yuba County Resident and/or Supervisorial District; at least 12 years of age entering the eighth (8th) through twelfth (12th) grade of school at the time of appointment; have an interest in the needs of young people in Yuba County.
Meets: Second and Fourth Monday of every month at 5:30 p.m. in Board Chambers at the Yuba County Government Center. The Youth Commission shall meet at least once a month except during the months of June through August.

John Nicoletti, Board Liaison

2 Vacancies -District Two
2 Vacancies -District Five

2 Vacancies -District Three
1 At-Large Representative

2 Vacancies -District Four

The County of Yuba

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

NOVEMBER 17, 2015



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and 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 Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

A. Board of Supervisors

1. (498-1115) Appoint Rob Klotz to Community Services Commission as District One Representative, term ending December 31, 2018. Approved.
2. (499-1115) Appoint Al Lassaga, Earl Parker, and Paul Baggett to Brophy Water District Board of Directors for four-year terms pursuant to Elections Code §10515. Approved.
3. (501-1115) Approve findings of fact and conclusion of law and order for property located at 5919 Park Court, Linda, APN 021-203-003/Hyalite Investments Inc. and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (500-1115) Approve meeting minutes of October 27 and November 3, 2015. Approved.

C. County Administrator

1. (502-1115) Approve supporting reinstatement of federal grant funds for construction phases of Fifth Street Bridge and authorize Chair to execute letter to Congressman Garamendi. Approved.

D. Emergency Services

1. (503-1115) Adopt resolution proclaiming the existence of ongoing local drought emergency in County pursuant to Government Code §8630. Adopted Resolution No. 2015-121, which is on file in Yuba County Resolution Book No. 46.

E. Health and Human Services

1. (504-1115) Approve Children's Medical Services (CMS) Plan and Fiscal Plan Guidelines for Fiscal Year 2015-2016 and authorize Chair to execute certifications and statements. Approved.

IV. PUBLIC COMMUNICATIONS:

- Sheriff-Coroner Steve Durfor - Award of \$20 million for jail expansion funds for medical mental health programs
- Mr. Eduardo Madera - Registry of independent jurisdictional representative
- Mr. Brook Hilton - Presentation to Board regarding AB 266 Medical Marijuana

V. COUNTY DEPARTMENTS

A. Administrative Services

1. (505-1115) Adopt resolution terminating the agreement with Environmental Alternatives which operates 4H Camp in Dobbins. (Five minute estimate) Administrative Director Doug McCoy recapped agreements and change of operations for 4H Camp and donation of camp to Boy Scout, any sale of land with reimbursement to County, timber harvest plan and harvest split 50/50 of revenues, longtime users of camp. Mr. McCoy responded to Board inquiries.

Mr. Tim Wilkison, Environmental Alternatives, recapped discussions regarding changes of 4H Camp operations and supported.

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

Adopted Resolution No. 2015-122, which is on file in Yuba County Resolution Book No. 46.

2. (506-1115) Adopt resolution authorizing six grant deeds or property known as 4H Camp in Dobbins to be granted to Golden Empire Council of the Boy Scouts of America and approve agreement granting properties to Golden Empire Council of the Boy Scouts of America and authorize Chair to execute. (Fifteen minute estimate) Mr. Charles Brasfield, Boy Scouts of America Golden Empire Council, recapped site plan for operation of 4H Camp, and responded to Board inquiries.
The following individual spoke: Ms. Cindy Cassady, Tri-Counties Women Group

MOTION: Move to adopt resolution declaring property known as 4H Camp in Dobbins as surplus and authoring County to grant property Boy Scouts of American in fee simple with intention that property will be used for park, recreation, and educational purposes.

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

Adopted Resolution No. 2015-123, which is on file in Yuba County Resolution Book No. 46.

B. County Administrator

1. (507-1115) Receive information on proposed Healthy Weight Loss Challenge between Sutter and Yuba counties and provide direction on participation.(Ten minute estimate)

Public Information Officers Russ Brown and Chuck Smith, Sutter County, recapped statistics of obesity and challenge; and responded to inquiries. Health Officer Dr. Nichole Quick responded to inquiries.

Received consensus to move forward with challenge.

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

A. (508-1115) Letter from Child Care Planning Council of Yuba and Sutter counties outlining 2014-2015 accomplishments. Received.

B. (509-1115) Notice from California Water Resources Control Board on public hearings and pre-hearing conference on petition for changes of specific water right permits for the California Waterfix Project. Received.

VII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez:

- Veterans Day Parade November 11, 2015
- Water Education Conference in Pasa Robles

Supervisor Nicoletti:

- Homeless Community Cleanup
- Swan Festival and tour of Bullards Bar Dam November 14, 2015
- Peach Tree Healthcare expansion into Sacramento
- Veterans Day Parade November 11, 2015
- Special Memorial Service at Marysville Historic Cemetery November 21, 2015, 10:00 a.m.
- Homeless Ad Hoc Committee

Supervisor Abe:

- Veterans Day Parade November 11, 2015
- Water Agency water group meeting November 12, 2015
- League of Cities November 6, 2015

Supervisor Fletcher:

- Congressman Garamendi meeting regarding Goldfields November 10, 2015
- Veterans Day Parade November 11, 2015
- Water Agency water group meeting November 12, 2015
- Yuba Sutter Transit Authority November 12, 2015
- Community meeting on foothill issues November 14, 2015

Supervisor Griego:

- Memorial Adjournments - Mrs. Emilie Wilson and Mr. Richard Sinnott
- Yuba Sutter Transit Authority November 12, 2015
- Interview with TRLIA Director applicants and consideration of adding alternate Director to TRLIA
- Community meeting on proposed Olivehurst roundabout November 5, 2015
- SACOG Transportation meeting November 5, 2015
- SACOG Regional meeting November 20, 2015

Community Development and Services Director Kevin Mallen: Code Enforcement 2015 medical marijuana statics

VIII. RECESS TO 2:00 P.M. NOVEMBER 18, 2015: The Board recessed November 17, 2015 at 11:39 a.m. and reconvened November 18, 2015 at 2:00 p.m. with all Board members present.

IX. ADMINISTRATIVE APPEAL HEARINGS: The clerk read the disclaimer and administered the oath to all testifying.

A. (510-1115) Administrative Appeal Hearing - Hold hearing regarding imposition of administrative penalties in the amount of \$62,832.32 regarding 10440 Texas Hill Road, APN 048-160-042/Jed Kenniston. (Thirty minute estimate) (Roll Call Vote) Chair Griego opened the public hearing.

Code Enforcement Manager Jeremy Strang recapped change in the cost accounting document and decrease in total amount of cost accounting to \$59,807.07.

County Counsel Angil Morris-Jones responded to specific objections from Attorney David Vasquez, counsel for Mr. Kenniston, relating to notification and total amount of cost accounting.

Mr. Strang presented a PowerPoint presentation depicting photos of violations, recapping onsite grading, plant count, inspections, and background of processing equipment found on site. Mr. Strang responded to Board inquiries.

Mr. Vasquez made specific inquiries to Code Enforcement Officer John Jacenich relating to phone conversation with Mrs. Kenniston and when property was brought into compliance.

Chair Griego closed the public hearing.

MOTION: Move to confirm existence of public nuisance; confirm administrative penalty for \$19,300 per day; confirm enforcement costs of \$59,807.07; Order enforcement costs be paid within 30 days of the date of order; Order a special tax assessment when fees go unpaid and a lien be recorded with the Yuba County Recorder's Office

MOVED: Roger Abe SECOND: Andrew Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

X. RECESS TO 6:00 P.M. NOVEMBER 19, 2015: The Board reconvened at 6:01 p.m. with all Board members present.

Supervisor Fletcher advised of a conflict of interest and left the meeting at 6:02 p.m.

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

A. (511-1115) Public Hearing - Hold public hearing and approve Certification of the Magnolia Ranch Specific Plan (MRSP) Final Environmental Impact Report; adopt resolution certifying Final Environmental Impact Report, approving mitigation monitoring plan, and adopting Environmental Quality Act Findings of Fact and Statement of Overriding Consideration for Magnolia Ranch Specific Plan Project. (Roll Call Vote) (Ten minute estimate) Director Kevin Mallen and Planning Director Wendy Hartman advised the following PowerPoint presentation would include the Environmental Impact Report (EIR) and traffic issues (Listed as A. and B. on the agenda) and responded to inquiries throughout presentation:

- Environmental Review Process to date
- Comment period on EIR
- Planning Commission Action
- MRSP Traffic Impact Fee
 - 13 mitigation measures required for traffic improvements - \$109 million cost
 - Fair share of improvements born by developer
 - Nexus Study prepared to determine MRSP fair share
 - Wheatland Bypass addressed separately
 - Traffic Impact Fee
 - Fair Share - \$53 million developer/\$31 million existing development/\$25 million other development in county
 - MRSP Impact Fee: \$14,486 per home
 - \$31 million gas tax
 - \$12 Million Countywide Traffic Fee results in \$540 increase per home countywide
- Findings of Fact and Statement of Overriding Considerations
 - 24 Impacts significant and unavoidable
 - Each impact identified

Chair Griego opened the hearing. The following individuals spoke:

- Mr. Lee Bashen
- Ms. Heather Steer
- Ms. Frances Hofman
- Mr. Bruce Burrow
- Ms. Robin Burrow
- Ms. Sandy Gilbert
- Ms. Debra Hecker
- Mr. Monty Hecker
- Mr. Ernest Ehnisz
- Ms. Johanna Lassaga
- Mr. Dana Davis
- Ms. Juanita Sommervold
- Mr. Joe Henderson
- Mr. Hal Stocker

Chair Griego closed the public hearing.

Mr. Matthew Gerken, AECOM, responded to Board inquiries.

Following discussion on misunderstanding of hearing both items at the same time, the Chair opened the floor to comments on the MRSP traffic fees and the following individuals spoke:

- Ms. Frances Hofman
- Mr. Phillip Villo
- Mr. Monty Hecker
- Ms. Debra Hecker

MOTION: Move to approve and adopt MOVED: John Nicoletti SECOND: Andrew Vasquez

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego

NOES: Roger Abe ABSENT: Randy Fletcher ABSTAIN: None

By roll call vote, adopted Resolution No. 2015-124, which is on file in Yuba County Resolution Book No. 46.

- B. (512-1115) Public Hearing- Hold public hearing and adopt resolution adopting Magnolia Ranch Specific Plan Regional Traffic Fee Nexus Study and establishing Magnolia Ranch Specific Plan Regional Traffic Fee. (Roll Call Vote)(Ten minute estimate)

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

By roll call vote, adopted Resolution No. 2015-125, which is on file in Yuba County Resolution Book No. 46.

- C. (513-1115) Public Hearing - Hold public hearing and adopt resolution for consideration of the Magnolia Ranch Specific Plan project: Specific Plan SP 2006-0002, Tentative Subdivision Tract Map TSTM 2006-0045 and TSTM 2015-0004; adopt ordinance rezoning certain property and approving development agreement by and between the County of Yuba and CEM Investments relative to the Magnolia Ranch Project subject to the conditions of approval and findings. (Roll Call Vote) (60 minute estimate) Director Kevin Mallen and Planning Director Wendy Hartman provided at PowerPoint presentation recapping the following and responded to inquiries throughout presentation:

- Background and project description
- Change of Zone to Specific Plan
- Tentative Maps
 - Two large lot maps
 - Phase I and II
 - Drainage, water, and sewer
 - Utilities
- Development Agreement
 - Term – 15 years with two five-year extensions possible
 - Impact Fees
 - Wheatland Bypass
 - Employment Village
- Fiscal Impact Study (EPS)
 - Includes costs to provide services
 - Two scenarios analyzed: Phase I and Full Buildout
 - Phase I – Net annual deficit \$412,000
 - Full Buildout – Net annual surplus \$146,000
- Public Comments on Project Merit
- Planning Commission recommendation

Mr. Greg Forest, applicant representative, provided a PowerPoint presentation recapping the following and responded to inquiries:

- 2030 General Plan – Employment Village, Policy CD13.5, Infrastructure Master Plan
- OPUD Sphere of Influence
- Development Agreement inclusions
- Plan Features – Business Park, Village Core, Age-restricted housing
- Site Plan
- Public Benefits

Chair Griego opened the public hearing the following individuals spoke:

- Mr. Charles Altekruise
- Mr. Al Lassaga
- Ms. Robin Ehnisz
- Mr. Phillip Villo
- Mr. Brett Guerrero
- Mr. Logan Pinasco
- Ms. Robin Burrow
- Ms. Sandy Gilbert
- Ms. Debra Hecker
- Mr. Monty Hecker

Supervisor Abe moved to put the matter on the ballot. Motion failed for lack of a second.

Public comments continued:

- Ms. Johanna Lassaga
- Mr. Dana Davis
- Mr. Ernest Ehnisz
- Ms. Kelly Lowery
- Ms. Brynda Stranix
- Mr. Chris Norem
- Mr. John Schleimer

The Board recess at 10:05 p.m. and reconvened at 10:19 p.m. with all present as indicated.

Public Comments continued:

- Ms. Tami Holland Davis
- Ms. Frances Hofman
- Mr. James Tapia
- Mr. Dale Ehler
- Mr. Mario Rodriguez
- Mr. Doyle Radford Jr.
- Mr. Frank Albert
- Mr. Mark Mulliner
- Mr. Dave Vaughn
- Mr. Danny Roles
- Mr. John Taylor
- Mr. Jeff Humerlach

MOTION: Move to adopt resolution approving Magnolia Ranch Specific Plan project: Specific Plan SP 2006-0002, Tentative Subdivision Tract Map TSTM 2006-0045 and TSTM 2015-0004

MOVED: Andrew Vasquez SECOND: John Nicoletti

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

By roll call vote, adopted Resolution No. 2015-126, which is on file in Yuba County Resolution Book No. 46

MOTION: Move to adopt ordinance rezoning certain property and approving development agreement by and between the County of Yuba and CEM Investments relative to the Magnolia Ranch Project subject to the conditions of approval and findings

MOVED: Andrew Vasquez SECOND: John Nicoletti

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

By roll call vote, adopted Ordinance No. 1551, which is on file in Yuba County Ordinance Book No. 24.

XII. ADJOURN: 11:35 p.m. in memory of and Mrs. Emilie Wilson and Mr. Richard Sinnott.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



518-1215

BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

To: Board of Supervisors

From: Kevin Mallen, CDSA Director

A handwritten signature in black ink, appearing to be "KM", is written over the name "Kevin Mallen" in the "From:" field.

Date: December 8, 2015

Subject: Participation in the Property Assessed Clean Energy (PACE) financing program offered by Ygrene Works for California

RECOMMENDATION:

1. Adopt resolution consenting to Inclusion of Properties within the County's Jurisdiction in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements.
2. Adopt resolution consenting to Inclusion of Properties within the County's Unincorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure.
3. Adopt resolution Approving and Authorizing Execution of the Agreement for Collection of Special Taxes and Contractual Assessments as may be applicable.

BACKGROUND:

Property Assessed Clean Energy (PACE) financing is a means for local home and business owners to finance energy efficiency, water conservation, and renewable energy improvements to their properties. PACE financing programs can be set up and administered under either of two different statutory frameworks: the Improvement Act of 1991 as amended by Assembly Bill 811 or the Mello-Roos Act as amended under Senate Bill 555.

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

SB 555 amended the Mello-Roos Act to allow for the creation of Community Facilities Districts for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly owned real property.

DISCUSSION:

Since the passage of legislation enabling PACE programs, there have been a handful of programs set up statewide that are available for cities and counties to participate in. Staff has performed an initial review of those currently available, and today we are presenting a recommendation on Ygrene Works for California, which is a PACE provider through the California Home Finance Authority. Ygrene is non-exclusive and allows the flexibility to participate in additional programs in the future, if the County desires. Private landowner participation is 100% voluntary.

Yuba County is a Member of the California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subjected to the special tax that is imposed to repay project financing only if (i) the Board adopts a resolution consenting to the inclusion of parcels in the unincorporated areas of the County within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California

Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Board adopts a resolution consenting to the inclusion of parcels in the unincorporated areas of the County within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

CHF sought and has completed the process of validation for both the SB 555 and the AB 811 programs in the Superior Court for the County of Sacramento. As of August 25, 2015, the CHF SB 555 PACE program is fully operational. Although CHF is implementing only the SB 555 PACE program at this time, CHF chose to form, validate and maintain both the SB 555 and AB 811 programs offerings to ensure that the "Ygrene Works for California" program remains the most innovative, cost effective and most secure PACE program in the state.

Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, CHF has the flexibility to offer the program that best supports CHF's vision of service without any interruption to participating counties and cities and their property owner's. CHF intends to maximize the benefits of both program offerings.

In support of CHF's approach, the Board is being asked to pass two resolutions that would approve the following actions:

The first resolution will permit property owners within the unincorporated areas of the County to participate in the CHF SB 555 Community Facilities District.

The second resolution will permit property owners within the unincorporated areas of the County to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the County's unincorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program is selected.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred on sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.
- The County incurs no financial obligations as a result of program participation.

- Once the Board passes the resolutions, the County will incur no costs, and no staff time is required for administration or funding of the PACE program. The County will assist in the levying, collection and enforcement of the special tax or contractual assessment.

The attached form of agreement between the County of Yuba and CHF specifies the respective responsibilities of the parties regarding the collection of special taxes and/or contractual assessments. The agreement provides for the payment of the County's charges for the services involved. The County's approval of the attached agreement will allow for the collection of special taxes and/or contractual assessments for any property participating in either PACE financing program.

COMMITTEE ACTION:

This item was initiated by the Board's request at the November 3, 2015 meeting.

FISCAL IMPACT:

There is no cost to the County by opting into the PACE programs described in this report. The County will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program, other than the collection of special taxes and/or contractual assessments for any property participating in either PACE financing program. The Agreement for Collection of Special Taxes and Contractual Assessments includes the County's standard charges for the services provided.

ATTACHMENTS:

Resolution – Inclusion in CHF CFD No. 2014-1

Resolution – Inclusion in PACE Authority

Resolution – Authorizing Collection of Special Taxes

Agreement for Collection of Special Taxes and Contractual Assessments

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

A RESOLUTION OF THE BOARD OF SUPERVISORS) RESOLUTION NO. _____
CONSENTING TO INCLUSION OF PROPERTIES WITHIN)
THE COUNTY'S JURISDICTION IN THE CALIFORNIA)
HOME FINANCE AUTHORITY COMMUNITY)
FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO)
FINANCE RENEWABLE ENERGY IMPROVEMENTS,)
ENERGY EFFICIENCY AND WATER CONSERVATION)
IMPROVEMENTS AND ELECTRIC VEHICLE)
CHARGING INFRASTRUCTURE)

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the County of Yuba (the "County") is committed to development of renewable energy sources and energy efficiency and water conservation improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the

"Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the County wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the County in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, and the Authority JPA, originally made and entered into July 1, 1993, as amended to date to assist property owners within the unincorporated area of the County in financing the cost of installing Authorized Improvements;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Supervisors finds and declares that properties in the County's unincorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This Board of Supervisors consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the unincorporated area within the County and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements, provided, however, that the County shall assist in the levying, collecting and enforcement of the special tax lien to finance the Authorized Improvements.
4. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the County, and report back periodically to this Board of Supervisors on the success of such program.
5. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

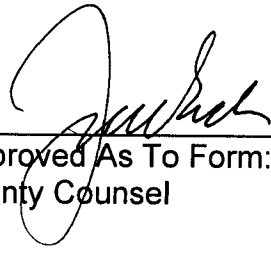
PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____

Chair, Yuba County Board of Supervisors

By: _____
ATTEST:
Clerk of the Board of Supervisors

By:  _____
Approved As To Form:
County Counsel

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS
CONSENTING TO INCLUSION OF PROPERTIES WITHIN
THE COUNTY'S UNINCORPORATED AREA IN THE
CALIFORNIA HOME FINANCE AUTHORITY PROGRAM
TO FINANCE RENEWABLE ENERGY GENERATION,
ENERGY AND WATER EFFICIENCY IMPROVEMENTS
AND ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE**) **RESOLUTION NO. _____**
)
)
)
)
)
)
)
)

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, the Authority has established a property-assessed clean energy program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the County of Yuba (the "County") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the unincorporated area of the County in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, and the Authority JPA, originally made and entered into July 1, 1993, as amended to date, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings; or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Supervisors finds and declares that properties in the County's unincorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This Board of Supervisors consents to inclusion in the Authority PACE Program of all of the properties in the unincorporated area within the County and to the Improvements, upon the request by and execution of the voluntary contractual assessment of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, and the issuance and enforcement of bonds to represent such contractual assessments; provided, however, that the County shall assist in the levying, collecting and enforcement of the contractual assessments to finance the Improvements.

4. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the County, and report back periodically to this Board of Supervisors on the success of such program.

5. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

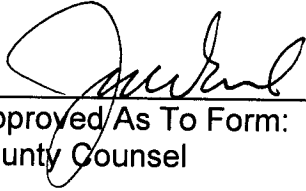
PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____

Chair, Yuba County Board of Supervisors

By: _____
ATTEST:
Clerk of the Board of Supervisors

By:  _____
Approved As To Form:
County Counsel

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

A RESOLUTION OF THE BOARD OF SUPERVISORS) RESOLUTION NO. _____
APPROVING AND AUTHORIZING EXECUTION OF AN)
AGREEMENT FOR COLLECTION OF SPECIAL TAXES)
AND CONTRACTUAL ASSESSMENTS)

WHEREAS, the California Home Finance Authority ("Authority"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority has established a property-assessed clean energy financing program (the "Authority PACE Program") for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the Board of Supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a county, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, special assessments are not taxes under the State Constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; and whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

WHEREAS, the Authority has requested, and it is in the public interest, that the County collect on the County tax rolls the special taxes, fees, and assessments for the Authority; and

WHEREAS, the Authority and County desire to enter into an agreement whereby the special taxes and assessments for the Authority will be collected by the County at the same time and in the same manner as County taxes are collected and the Authority will pay to the County the fees for such collection.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Supervisors hereby approves the Agreement for Collection of Special Taxes and Contractual Assessments ("Agreement"), between the County and the Authority, in substantially the form attached hereto and incorporated herein by reference.

2. The Board of Supervisors hereby authorizes and directs the Community Development and Services Agency Director, in cooperation with the Authority, to prepare and execute the Agreement, subject to any conforming or clarifying changes as may be approved by County Administrative Officer and the County Counsel.

3. The Board of Supervisors further authorizes and directs the County Administrative Officer, or designee, to take such actions as are necessary to perform the obligations of the County under the Agreement, including without limitation such actions as are necessary for the County to collect the special taxes and special assessments for the Authority at the same time and in the same manner as County taxes are collected.

4. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following votes..

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____

Chair, Yuba County Board of Supervisors

By: _____

ATTEST:

Clerk of the Board of Supervisors

By:  _____

Approved As To Form:
County Counsel

AGREEMENT FOR COLLECTION OF TAXES AND SPECIAL CONTRACTUAL ASSESSMENTS

THIS AGREEMENT made and entered into this _____ day of _____, by and between the COUNTY OF YUBA, hereinafter referred to as the "County", and the Golden State Finance Authority (formerly California Home Finance Authority), a joint powers authority, hereinafter referred to as the "Authority."

WHEREAS, the parties desire to enter into an agreement whereby special taxes or special assessments for the Authority will be collected by the County Tax Collector at the same time and in the same manner as County taxes are collected, and the Authority will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, it is recognized that special assessments may be levied on a fixed charge or dollar amount basis, determined by applying a special assessment rate to a specific lot or parcel in a prescribed area; and

WHEREAS, the parties to this Agreement desire to provide for the imposition of a collection fee for fixed charge special taxes and assessments and for correction of errors; and

WHEREAS, when requested by the Authority, it is in the public interest that the County Tax Collector collect on the County tax rolls the special taxes, fees, and assessments for the Authority.

NOW THEREFORE, the parties agree as follows:

1. Collection Services. The County Tax Collector will collect for the Authority all Authority special taxes and fixed charge special assessments entered on the County's assessment roll and levied by or on behalf of the Authority, said taxes and assessments to be collected at the same time and in the same manner as County taxes are collected and all laws applicable to the levy, collection and enforcement of County taxes shall be and are hereby made applicable to such taxes and assessments.

2. Collection Fee. Unless otherwise provided by law, the County Tax Collector and County Auditor Controller may impose collection fees as set forth in Title 13, Fees, of the Yuba County Ordinance Code.

3. Transmission of Information. On or before August 10th of each year (unless an earlier date is specified by law) the Authority shall certify and deliver to the County Auditor Controller an assessment roll showing the amount of the special tax or assessment against each parcel of land (which shall be designated by tax-rate area and assessment number, i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by the County Tax Collector for the Authority. In cases where the Authority levies a fixed charge special tax or assessment that is to be collected in installments over a period of years, the Authority shall compute annually the amount due as to each parcel shown on the County Secured Assessment Roll for the year in which it is to be collected and shall deliver to the County Auditor Controller annually on or before August 10th (unless an earlier date is specified by law) the assessment roll showing the installment against each such parcel of land to be collected by the County Tax Collector for the Authority.

4. Certification to County. The Authority shall certify to the County Auditor Controller the fixed charge special taxes, fees, or assessments in a dollar amount to be applied on each parcel of real property, which parcel shall be designated by the assessment (i.e., parcel) number shown on the County Secured Assessment Roll for the year in which the special tax, fee or assessment is to be collected. The amounts certified shall include the charges payable to the County pursuant to Section 2 of this Agreement.

5. Verification by Authority. It shall be the obligation of the Authority prior to the time of delivery to the County Auditor Controller of the fixed charge special tax or assessment roll to check the County Secured Assessment Roll after it is filed by the County Assessor with the County Auditor Controller (July 1; Revenue and Taxation Code, Section 617) to verify that the parcel numbers on the assessment roll for fixed charge special taxes or assessments certified by the Authority correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. Any changes in special tax or assessment data previously certified to the County Auditor Controller by the Authority, which changes occur as a result of such verification, shall be certified by the Authority to the County Auditor Controller no later than August 10.

6. Submission of Data in Machine Readable Form. The performance by the County Tax Collector of the collection function for a charge as provided for in paragraph 2 above is conditioned upon the delivery by the Authority to the County Auditor Controller of the required data and information for the collection of fixed charge special taxes or assessments in such "machine readable form" as may be acceptable to the County Auditor Controller for use in the County's electronic data processing equipment. In the event the information is not submitted in such machine-readable form, the County Auditor Controller may reject the data and notify the Authority to submit in the acceptable machine-readable form. Annually, prior to July 1, the County Auditor Controller will furnish the Authority with the format of the machine readable information necessary to process the special tax and/or assessment.

7. Incorrect Information. The County Auditor Controller will not be obligated to enter on the County's assessment roll, nor with the County Tax Collector be obligated to collect, fixed charge special taxes or assessments where the Authority has furnished incorrect assessment numbers, i.e., assessment or parcel numbers that do not correspond with assessment or parcel numbers shown on the County Secured Assessment Roll to which such assessments are to be added, or where the Authority has not furnished the information at the time or in the form specified. In such cases the County Auditor Controller may return the assessment to the Authority. If the Authority determines that the assessment is to be placed on the County Secured Assessment Roll for an ensuing year, the Authority may certify the information to the County Auditor Controller between July 1st and August 10th of the ensuing year.

8. Charge for Correction of Errors. After the roll has been delivered by the County Auditor to the County Tax Collector (on or before the fourth Monday in September; Revenue and Taxation Code, Section 2601) a charge will be made by the County Auditor Controller to the Authority for each fixed charge special assessment corrected or deleted. Said charge shall be as set forth in Title 13, Fees, of the Yuba County Ordinance Code for each account (assessment or parcel number) on the County Secured Assessment Roll for which there is a deletion or correction resulting from errors in information or data furnished by the Authority, such as the furnishing by the Authority to the County Auditor Controller of incorrect amounts or incorrect parcel numbers. The amount of the charges for such corrections will be deducted by the County Auditor Controller from the total special taxes or assessments collected by the County Tax Collector for the Authority or the Authority may pay such charges directly to the County.

9. Charge for Sale and Deed to Authority. The Authority will pay to the County any expense incurred by the County in the event the County Tax Collector is required to sell property for nonpayment of special taxes or assessments, along with other taxes and/or assessments.

10. Modification of Collection Fees and Charges. The County Auditor Controller reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the County Auditor Controller and/or the County Tax Collector in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by the County Auditor Controller to the Authority on or before May 15 of any year during the term of the Agreement.

11. Term of Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

12. Indemnification. The Authority agrees to defend and indemnify the County, its agents, officers and employees (the "County Parties") from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court

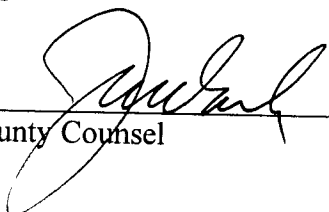
costs (collectively, Claims) arising from the County's performance under this Agreement. However, the Authority shall have no obligation to defend or indemnify the County from any claims if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of the County or its agents or employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the first day above written.

COUNTY OF YUBA

By: _____

Approved as to Form



County Counsel

Attest:

Clerk of the Board of Supervisors

GOLDEN STATE FINANCE AUTHORITY
(formerly California Home Finance Authority)

By: _____

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



519-1215

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

To: Board of Supervisors

From: Kevin Mallen, CDSA Director

A handwritten signature in black ink, appearing to be "KM", is written over the name "Kevin Mallen" in the "From:" field.

Date: December 8, 2015

Subject: Participation in the Property Assessed Clean Energy (PACE) financing program offered by California Statewide Communities Development Authority (CSCDA) Open PACE

RECOMMENDATION:

Adopt resolution consenting to inclusion of properties within the territory of the County in California Statewide Communities Development Authority (CSCDA) Open PACE Programs, and authorizing CSCDA to accept applications from property owners and conduct contractual assessment proceedings and levy contractual assessments within the County.

BACKGROUND:

Property Assessed Clean Energy (PACE) financing is a means for local home and business owners to finance energy efficiency, water conservation, and renewable energy improvements to their properties. PACE financing programs can be set up and administered under either of two different statutory frameworks: the Improvement Act of 1991 as amended by Assembly Bill 811 or the Mello-Roos Act as amended under Senate Bill 555.

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

SB 555 amended the Mello-Roos Act to allow for the creation of Community Facilities Districts for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly owned real property.

DISCUSSION:

Since the passage of legislation enabling PACE programs, there have been a handful of programs set up statewide that are available for cities and counties to participate in. Staff has performed an initial review of those currently available, and today we are presenting a recommendation on CSCDA Open PACE. CSCDA is a JPA founded and sponsored by the League of California Cities and the California State Association of Counties. CSCDA Open PACE is non-exclusive and allows the flexibility to participate in additional programs in the future, if the County desires. Private landowner participation is 100% voluntary.

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the programs are AllianceNRG Program and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- **Competition:** CSCDA Open PACE provides two options to property owners: AllianceNRG Program and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have Savings: Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- **100% voluntary:** Only property owners who choose to finance improvements will have assessments placed on their property.
- **Payment obligation can stay with the property:** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- **Prepayment option:** The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- **Customer oriented:** Part of the success of the CSCDA Open PACE is prompt customer service.

- **Favorable Terms:** The economic terms of PACE financing will often be more favorable than other options.
- **Not a personal loan or mortgage:** The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The benefits to the County include:

- **Prequalified PACE Administrators.** CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- **Single Resolution.** The County can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- **Project Eligibility.** The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- **Increase local jobs.** Property improvements provide jobs in the local economy.
- **Increase in housing sales prices.** Updated and higher efficient homes are generally more valuable.
- **No County Obligation.** As in conventional assessment financing, the County is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the County has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- **No County staff support required.** All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program and Renewable Funding. No County staff time is needed to participate in CSCDA Open PACE.
- **No internal management requirements.** The County can provide access for its residents to CSCDA Open PACE without the higher staff costs that an independent program established by the County would require.
- **Availability of Information on Projects Financed.** The County may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within the County to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. CSCDA (and not the County) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of

delinquent assessment payments. The resolution expressly provides that the county or city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

COMMITTEE ACTION:

This item was initiated by the Board's request at the November 3, 2015 meeting.

FISCAL IMPACT:

There is no cost to the County by opting into the PACE programs described in this report. The County will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program, other than the collection of special taxes and/or contractual assessments for any property participating in either PACE financing program. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

ATTACHMENTS:

Resolution – Consenting to Inclusion in CSCDA Open PACE

**A RESOLUTION OF THE BOARD OF SUPERVISORS
CONSENTING TO THE INCLUSION OF PROPERTIES
WITHIN THE TERRITORY OF THE COUNTY IN THE
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY (CSCDA) OPEN PACE
PROGRAMS; AUTHORIZING CSCDA TO ACCEPT
APPLICATIONS FROM PROPERTY OWNERS, CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS AND
LEVY CONTRACTUAL ASSESSMENTS WITHIN THE
TERRITORY OF THE COUNTY; AND AUTHORIZING
RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (CSCDA, the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the County of Yuba (the "County"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the County in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the County desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the County's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This Board of Supervisors hereby finds and declares that properties in the territory of the County will benefit from the availability of the Programs within the territory of the County and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the County hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the County and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The County will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The Community Development and Services Agency Director is hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense.

Section 4. The Community Development and Services Agency Director is hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The Board of Supervisors hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

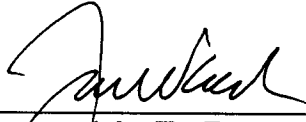
PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____

CHAIR, YUBA COUNTY BOARD OF SUPERVISORS

By: _____
ATTEST:
Clerk of the Board of Supervisors

By:  _____
Approved As To Form:
County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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FINANCE AND ADMINISTRATION
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TO: Board of Supervisors

FROM: Wendy W. Hartman, Director of Planning 

SUBJECT: 2016 CSBG Contract with the State of California

DATE: December 8, 2015

Recommendation:

It is recommended that the Yuba County Board of Supervisors approve and authorize execution of contract 16F-2053 between the Department of Community Services and Development (CSD) and the Yuba County Community Services Commission for the 2016 Community Services Block Grant (CSBG) program and authorize and empower the Director of Planning or CDSA Director to execute all necessary contracts and amendments in connection with this program.

Background:

The Yuba County Community Services Commission is approved to receive and administer approximately \$268,926 in Community Services Block Grant funds for 2016. The State is operating under a continuing resolution and has authorized an initial allocation in the amount of \$81,323. The remainder of the allocation will be released under contract amendments as the funds become available. The Board has approved prior agreements for calendar years 1989 through 2015. It is the general policy of the County that the Chairman of the Board of Supervisors executes contracts. The CSD contract requires a resolution specific to this contract, with provisions that the Yuba County Director of Planning or CDSA Director has authority to sign any amendments or execute all other necessary documents in connection with the contract with the State for this program.

The Board of Supervisors previously authorized, empowered, and designated the Executive Director of the Community Services Commission to execute all necessary documents and act in all matters in connection with the CSBG programs in Resolution No. 1990-15. The 2015 CSD contract requires that a new resolution specific to contract 16F-2053 be submitted. Day to day administration of the program including the duties of Executive Director may be contracted to a third party under a professional services agreement. However, the contract with the State is directly with the County and therefore, signatory authority for the contract will remain with the County. The

Executive Director of the Program will be authorized to submit reimbursement requests and other reports to the State and payments to the recipients of the grant funds. This change does not alter the action previously taken by the Board of Supervisors, but satisfies the requirements for the 2016 contract.

Discussion:

The contract contains many provisions, including budget information reflecting the 2016 distribution of funds previously approved by the Yuba County Community Services Commission.

Fiscal Impact:

These activities are at no cost to the General Fund.

Attachments:

- Resolution Authorizing CSBG Contract 16F-2053
- A complete copy of the contract is on file in the Clerk of the Board's office for review.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE
SUBMISSION OF THE STATE CSBG
CONTRACT NO. 16F-2053 REGARDING
COMMUNITY SERVICES BLOCK GRANT,
AMENDMENTS AND REQUIRED
REPORTS

RESOLUTION NO. _____

WHEREAS, the State of California Department of Community Services and Development has made available Community Services Block Grant (CSBG) funds for 2016, and

WHEREAS, the State of California Department of Community Services and Development has offered CSBG Contract No. 16F-2053 to the Yuba County Community Services Commission, and

WHEREAS, the Yuba County Community Services Commission and the Board of Supervisors have determined that there is a need for anti-poverty programs and are willing to accept the aforementioned contract, and

WHEREAS, should the Yuba County Community Services Commission accept a contract from the California State Department of Community Services and Development, the organization certifies that all uses of funds will be in compliance with the California State Department of Community Services and Development regulations, guidelines and contract provisions, and

WHEREAS, the Chairman of the Board of Supervisors, CDSA Director or Planning Director can act on behalf of the Yuba County Community Services Commission and will sign all necessary documents required to complete the contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby authorizes the Chair of the Board of Supervisors, CDSA Director or Planning Director, subject to approval of County Counsel, to apply for and to enter into contract #16F-2053 and any amendments thereto with the California State Department of Community Services and Development. The Executive Director of the Community Services Commission is further authorized to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to administration of such contract.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____ 2015, by the following vote:

AYES:


NOES:

ABSENT:

Chair of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





P:\COMMON\2016\BOS REPORT STATE CONTRACT.DOCX

| | |
|-------------------------------------|------------------------------|
| AGREEMENT NUMBER 16F-5053 | AMENDMENT NUMBER 0 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
Yuba County Community Services Commission
2. The term of this Agreement is: January 1, 2016 through December 31, 2016
3. The maximum amount of this Agreement is: Total \$81,323.00
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
Part I
Preamble
Article 1 - Scope of Work
Article 2 - Contract Construction, Administration, Procedure
Part II*
Subpart A - Administrative Requirements*
Subpart B - Financial Requirements*
Subpart C - Programmatic Requirements*
Subpart D - Compliance Requirements*
Subpart E - Certification and Assurances*
Subpart F - State Contracting Requirements*
Subpart G - Definitions*
Subpart H - Table of Forms and Attachments*
Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | | |
|--|--|---|--|
| IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. | | CALIFORNIA Department of General Services Use Only | |
| CONTRACTOR | | "I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval." | |
| CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> | | | |
| Yuba County Community Services Commission BY <i>(Authorized Signature)</i> | | | |
|  | | | |
| DATE SIGNED <i>(Do not type)</i> | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Wendy W. Hartman, Director of Planning | | | |
| ADDRESS | | | |
| 915 8th St., STE 123, Marysville, CA 95901 | | | |
| STATE OF CALIFORNIA | | <input type="checkbox"/> Exempt per _____ | |
| AGENCY NAME | | | |
| Department of Community Services and Development BY <i>(Authorized Signature)</i> | | | |
|  | | | |
| DATE SIGNED <i>(Do not type)</i> | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services | | | |
| ADDRESS | | | |
| 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833 | | | |

STANDARD AGREEMENT PARTS I & II – ENTIRE CONTRACT

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**STANDARD AGREEMENT
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PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2015 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD") and the contractor named on Form STD 213, the face sheet of this document ("Contractor"), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor's service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2015, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

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2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2015, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2015 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements, except as otherwise provided in this Agreement.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

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1. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 2. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 3. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
 4. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.
 5. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-

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funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

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ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Agreed-upon Contract Execution Provisions, Procedures and Required Forms
 - 1. Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Contractor must complete the following forms, available on the providers’ website at <https://providers.csd.ca.gov>, and return them with the executed contract:
 - a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Cost
 - iii. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG/NPI Workplan CSD 801 W (Form)
 - c. Certification Regarding Lobbying/Disclosure of Lobbying Activities

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- d. Community Services and Development Federal Accountability and Transparency Act Report CSD 279 (Form)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2015 CSBG Agreement and any amendments.
4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Provider Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – "General Terms and Conditions, GTC 610"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

- A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of 2.4 B. 2., CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among

**STANDARD AGREEMENT
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the parties with respect to such subject matter.

- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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PARTS I & II – ENTIRE CONTRACT**

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than 45 days prior to the expiration of the Agreement term. (CSD Form 425b can be located at <http://providers.csd.ca.gov/> under the CSD Contractors' page and CSBG tab).
- C. *Term extensions and close-out periods.* The term of this Agreement may be extended, upon request, to no later than May 31 of the year following the original expiration date of the Agreement. Regardless of the extension period granted, Contractor must submit all required close-out documents, without exception, no later than June 30. Accordingly, a term extension through April 30 allows for a 60-day close-out period, and an extension through May 31 allows for a 30-day period. For specific due dates of monthly/bimonthly fiscal reports, refer to Article 6.1, Subsection C.

3.2 Minor Modification

- A. Any request(s) for modification to CSBG Fiscal Data or NPI Workplan documents must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.
- B. Contractor may modify problem statements, program activities, and/or delivery strategies, to either: a) add program(s) not previously projected on the CSD 801, or b) remove program(s) previously projected on the CSD 801 for which no clients have been served and the program was terminated.
- C. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD 425b, Justification for Contract Amendment/Modification.

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ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution and Minutes

- A. Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD the following:
1. Unless otherwise specified in 2. and 3. below, a current roster of the tripartite board, including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member at a location other than the office of the eligible entity, vacancy title, date each board seat was vacated, and the most recent version of the organizational bylaws. Contractor is to complete Executive Director and Board Roster (CSD 188). Contractor is responsible to notify CSD of any changes to the tripartite board within thirty (30) days of such occurrence.
 2. In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to assure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor, and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its governing body within (30) days of such occurrence.
 3. In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its board within thirty (30) days of such occurrence.
- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor

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provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.

- D. Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, no later than thirty (30) days after the minutes are approved. Regularly scheduled meetings shall be held in accordance with Contractor's bylaws.
- E. If Contractor's tripartite board is advisory to the elected officials of a local government, Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved.

4.2 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard State assets.
- B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

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4.3 Record Retention

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars, or subsequent amendments thereto: A 102, Subpart C, (“Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”) or A 110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.4 Insurance Requirements

- A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- B. Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- D. New Certificates of Insurance will be reviewed for content and form by CSD.
- E. In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- F. With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.

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- G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- H. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.5 Specific Insurance Requirements

A. Self-Insurance

- 1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.
- 4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

- 1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

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C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter “fidelity bond”) shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
2. Contractor’s fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).
3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

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4.6 System Security Requirements

A. Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.
2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contractor user.
3. *Data Sensitivity*
 - a. The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
 - b. Appropriate levels of confidentiality for the data shall be based on established data classification and FIPS Publication 199 (available at: <http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>)
4. *Information Exchange Security*
 - a. The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
 - b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

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- c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.
- 5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).
- 6. *Formal security guidelines.* CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.
- 7. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within twenty-four (24) hours of discovery report to CSD any security incident contemplated herein.
- 8. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.
- 9. *Data sharing responsibilities.* All primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data shall adhere to the information security and privacy requirements of this Agreement and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.7 Travel and Per Diem

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB

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Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230), or any amendments thereto, as applicable.

- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations §§599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

4.8 Codes of Conduct

- A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. *Self-dealing prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations), and/or OMB Circular A 110, Section 42, or subsequent amendments to these requirements.

4.9 Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives

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the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.10 Procurement Standards

- A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations), or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- E. *Non-competitive bid justification.* If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:

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1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and,
 3. Analysis of cost(s) to demonstrate reasonableness.
- F. *Emergency procurements.* In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- G. *CSD Lease/Purchase Pre-Approval requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
1. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 2. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- H. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- I. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.11 Use and Disposition of Vehicles and Equipment

- A. Use of CSBG-funded vehicles and equipment by other programs
1. Vehicles and equipment purchased with CSBG funds should be made available for use by other federal programs, provided that such use does not interfere with the needs of the CSBG program(s).
 2. If a *non-federal* program uses CSBG-funded vehicles or equipment, it must be charged a reasonable fee for such use, based on the cost of renting similar vehicles/equipment from a private vendor.
 3. Any use fees shall be treated as 'program income' to the CSBG program.

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B. Sale or disposition of CSBG-funded vehicles and equipment

1. If/when Contractor's CSBG program(s) no longer need(s) a vehicle or equipment, other federal programs Contractor administers shall have first right to acquire or purchase the item(s) by reimbursing CSBG for its proportional share of (or interest in) the vehicle/equipment's value.
2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
3. Sale proceeds from any third party, or funds paid by another federal program to compensate CSBG for its interest in the vehicle/equipment, shall be treated and identified as program income.

4.12 Subcontracts

- A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.
- B. *Notification of subcontract execution.* Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov/portal/public/SAM/>.
- C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- D. Contractor is solely responsible for allowable use and allocation of all funds under this Agreement. Contractor shall maintain control and accounting procedures capable of tracing funds paid to any subcontractor to a level of expenditure sufficient to

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establish that such funds have been used in accordance with the terms of this Agreement and applicable laws. Any subcontracts under this Agreement shall provide for adequate controls and substantiation of expenditures. Such controls may include requiring subcontractors to provide detailed invoices, periodic monitoring of subcontractor's program activities and fiscal accountability, retaining a right of reasonable access to the subcontractor's books and records, or any other method(s) by which Contractor can fulfill its responsibility to substantiate costs as required by OMB Circulars A-87, 122, and 133 and/or applicable amendments to these provisions.

- E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- G. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action

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Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement in Subpart H. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425.1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425.1.4 (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- C. Administrative Expenses
 1. For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating budget of its community action program(s), including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.
 - a. “A community action program is a locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem,” as defined by Cal. Gov. Code § 12750(b).
 - b. Community action programs typically:
 - i. maintain a tripartite board or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

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- ii. serve the purposes and goals of the federal Community Services Block Grant, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.
 - c. The budgets of Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.
- 2. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.
- D. *Budget modifications requiring pre-approval.* In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

5.2 Advance Payments

- A. *Total Estimated CR Allocation.* Due to the likelihood that the U.S. Department of Health and Human Services (HHS) will award the state's CSBG allocation in discrete installments throughout the funding cycle, as funds are made available by a Continuing Resolution of Congress (CR) or other federal government action, Contractor's advance payment amount will be determined by the 'Total Estimated CR Allocation,' which is an estimate based on ninety percent (90%) of the prior year CSBG grant, unless CSD is otherwise notified by HHS of the actual total allocation.

B. Advance Amount

- 1. Upon execution of this Agreement, CSD shall, in accordance with CA Gov. Code § 12781 (b), issue an advance payment to Contractor in an amount not to exceed 25% of:
 - a. Contractor's total allocation for the contract term, if known; or,
 - b. Contractor's Total Estimated CR Allocation, if the actual total allocation is unknown.

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

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2. If the amount stated on the face sheet of this Agreement is less than 25% of Contractor's Total Estimated CR Allocation, Contractor shall be advanced the full amount stated on the face sheet. CSD shall pay the remainder of any advance funds due to Contractor upon execution of amendments to this Agreement, as additional funds are awarded by HHS. If HHS fails to provide additional or adequate funding for such purpose during the first six months of the contract term, Contractor will not be entitled to additional advance payments.
3. If, during the first six months of the contract term, CSD receives an award letter from HHS which, together with all prior allocations under this Agreement and amendments hereto, exceeds Contractor's Total Estimated CR Allocation, CSD shall advance up to 25% of the difference between Contractor's total contract allocation and the Total Estimated CR Allocation.

C. Liquidation of Advance

1. Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:
 - a. Contractor has expended seventy-five percent (75%) of the total contract allocation, if known, or seventy-five percent (75%) of the Total Estimated CR Allocation, if the total contract allocation is not known; or,
 - b. At the beginning of the seventh monthly (or fourth bimonthly) reporting period of the contract term.
2. CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

D. Lien Rights

The State retains lien rights on all funds advanced.

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5.3 Payments

- A. CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- B. Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly/bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

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ARTICLE 6 – FINANCIAL REPORTING

6.1 Monthly/ Bimonthly Fiscal Reports

- A. Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.
- B. Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period. For specific due dates, refer to the CSD provider web site at <http://providers.csd.ca.gov>.
- C. For those agencies granted an extension on Monthly/Bimonthly Fiscal Reports, see specific due dates below.

| Monthly Reporting | Due Date |
|-------------------|-------------------|
| January | February 20, 2016 |
| February | March 20, 2016 |
| March | April 20, 2016 |
| April | May 20, 2016 |
| May | June 20, 2016 |

| Bimonthly Reporting | Due Date |
|---------------------|----------------|
| January/February | March 20, 2016 |
| March/April | May 20, 2016 |
| May 1-31, 2016 | June 20, 2016 |

6.2 Close-Out Report

Contractor shall complete and submit all CSD close-out forms within ninety (90) calendar days after the expiration date of this Agreement.

- A. The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the close-out forms is available on the Provider's Website at <http://providers.csd.ca.gov/CSBG/Forms.aspx>.

ARTICLE 6 – FINANCIAL REPORTING

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- B. Final expenditures must be submitted by entry onto EARS.
- C. All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- D. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

6.3 Transparency Act Reporting

- A. In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not required by the IRS to annually file a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.
- B. Pursuant to the FFATA reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

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Subpart C – Programmatic Requirements

ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting

7.1 Fair Hearing for Denial of Client benefits by Contractor

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Organizational Standards

The CSBG Organizational Performance Standards are effective starting with the Federal Fiscal Year 2016/17 (October 1, 2015). The standards are available at <http://www.acf.hhs.gov/programs/ocs/resource/csbg-im-138-state-establishment-of-organizational-standards-for-csbg-eligible-entities>, and are also posted on the Provider's website at: <http://providers.csd.ca.gov/>.

7.3 Programmatic Reporting

A. Submission of Required Plans/Reports

Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBGReports@csd.ca.gov, no later than the date specified.

B. Community Action Plan

Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every other year, unless/until otherwise instructed by CSD.

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C. Mid-Year Programmatic Report

Mid-year programmatic reports cover the programmatic activities from January 1, 2016, through June 30, 2016. Contractor shall complete and submit the mid-year CSBG/NPI Programs Report (CSD 801) and the CSBG Programmatic Data Client Characteristic Report (CSD 295)-CCR, via e-mail no later than July 20, 2016.

D. Annual Programmatic Reports

Annual programmatic reports cover the programmatic activities from January 1, 2016, through December 31, 2016. Contractor shall complete the CSBG/NPI Programs Report (CSD 801) and CSBG Programmatic Data Client Characteristic Report (CSD 295) –CCR, and submit no later than January 20, 2017.

E. Term Extension Reports

Contractor shall be required to submit CSBG/NPI Program Report (CSD 801) and Client Characteristics Report (CSD 295) during an extended contract term approved by CSD. The report will cover clients served during the extended contract term - January 1, 2016 through the extended period as stated in STD 213. Contractor shall complete and submit the CSD 801 and CSD 295 to CSD via email to CSBGReports@csd.ca.gov 30 days after the extended term or no later than June 30, 2016.

F. Community Services Block Grant Information Survey

The CSBG/IS covers the period of January 1, 2016, through December 31, 2016. Contractor shall complete and submit to CSD CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program Accomplishments and Coordination of Funds (CSD 090) annually via email no later than March 1, 2017, to CSBGIS@csd.ca.gov.

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Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit and Investigate

- A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 *et seq.*, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

- A. Contractor's and CSD's Shared Responsibilities for Federal Funds
 - 1. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
 - 2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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- a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Section 7.2, applicable to CSBG-funded programs; and,
 - b. funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB requirements.
- B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.
- D. Collection of Disallowed Costs
1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
 2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.

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4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability of new OMB "Supercircular" audit provisions.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the updated audit requirements as set forth in 2 CFR §200.500 *et seq.* These requirements shall apply to audits of agencies with fiscal years beginning on or after December 26, 2014.
2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and may be accessed at <http://providers.csd.ca.gov>.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, December 2011 Revision, as amended."
2. *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

- C. Submission of Audit Reports.** Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report, or nine (9) months after the end of the Contractor's fiscal year.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

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- D. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

One Electronic copy:
audits@csd.ca.gov.

One Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may impose sanctions as provided in 2 CFR §200.338 - *Remedies for noncompliance*, which may include:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency or pass-through entity;
2. Disallowing all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspending or terminating the federal awards;
4. Recommending that suspension or debarment proceedings (as authorized under 2 CFR part 180 and Federal awarding agency regulations) be initiated by the Federal awarding agency;
5. Withholding further federal awards for the project or program; and/or
6. Taking other remedies that may be legally available.

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F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.
2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

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B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) 'High Risk' designation; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's designation as eligible entity.
2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of special conditions and/or sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.
3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);
 - b. is likely to result in significant waste and/or abuse of federal funds;
 - c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 - d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
 - e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

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C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.
2. *Notice of High Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
2. Special Conditions may include, but are not limited to:
 - a. requiring Contractor to obtain training and/or technical assistance;
 - b. imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. provision of documentation by Contractor; and/or
 - e. requiring Contractor to amend or modify systems, procedures, and/or policies;

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3. Sanctions may include, but are not limited to:
 - a. suspension of advances and/or reimbursements; and/or
 - b. issuance of notices to suspend operations.
4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:
 - a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or
 - b. associated costs are otherwise very likely to be disallowed; and
 - c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.
5. Procedures for Review of Special Conditions and/or Sanctions
 - b. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
 - c. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - d. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
 - e. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.
 - f. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate

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either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

- g. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.
2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/ or documentation required to justify payment of the costs; and
 - c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

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- a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph C.6.d. of this section, in a combined proceeding.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
- a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
 - c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
 - d. Contractor's financial condition and ability to pay.
- F. *Removal of High Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the

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requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.

- G. *Further enforcement action.* In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor’s designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.
- H. *Contractor’s status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/ or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

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Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Certifications

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:

1. Drug Free Workplace Requirements Contract Certification Clause (CCC 307)
2. National Labor Relations Board Certification (CCC 307)
3. Expatriate Corporations (CCC 307)
4. Domestic Partners (CCC 307)
5. Amendment for Change of Agency Name (CCC 307)
6. Resolution (CCC 307)
7. Air and Water Pollution Violation (CCC-307)
8. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
9. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit <http://providers.csd.ca.gov/>.

9.2 Federal Certification Regarding Debarment, Suspension and Related Matters

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

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(federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.
- F. As provided in Article 4.10 B, of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.3 Affirmative Action Compliance

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60 1.40, Sections 60 2.10 through 60 2.32, Sections 60 250.1 through 60 250.33, and Sections 60 741.4 through 60 741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

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9.4 Nondiscrimination Compliance

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 3. Rehabilitation Act of 1973, as amended.
 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 Specific Assurances

A. Pro-Children Act of 1994

1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see <http://providers.csd.ca.gov/>.
3. This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see <http://providers.csd.ca.gov/>.

- B. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
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(2016 CSBG)

C. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 610

- 10.1 APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 10.2 AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 10.3 ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 10.4 AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 10.5 INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 10.6 DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 10.7 TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

(2016 CSBG)

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 10.8 INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 10.9 RECYCLING CERTIFICATION:** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10.10 NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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 and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 10.11 CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 10.12 TIMELINESS:** Time is of the essence in this Agreement.
- 10.13 COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 10.14 GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 10.15 ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 10.16 CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

(2016 CSBG)

and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.17 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10.18 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.

10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)

- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

10.20 LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 96 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

**STANDARD AGREEMENT
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- Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.
- CSD: The State of California Department of Community Services and Development.
- Equipment: An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
- Limited Purpose Agency (LPA): A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
- Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
- Modification: An immaterial change to this Agreement that does not require an Amendment.
- Native American Indian program (NAI): A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of 'eligible entity' as defined in subdivision (g) of § 12730. An NAI may be considered a 'public organization' for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
- Parties: CSD on behalf of the State of California, and the Contractor.
- Program: The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
- State: The State of California Department of Community Services and Development.
- Subcontractor: An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract:

A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Total Allocation:

The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

**Total Estimated Continuing
Resolution (CR) Allocation:**

The amount based on 90% of Contractor's prior year CSBG allocation which is used to calculate an advance payment when the Total Allocation amount is not yet known.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 425 Budget Series (Forms):

1. CSD 425.S CSBG Contract Budget Summary
2. CSD 425.1.1 CSBG Budget Support Personnel Cost
3. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
4. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
5. CSD 425.1.4 CSBG Contract Budget Narrative

B. CSBG/NPI Workplan CSD 801 W (Form)

C. Certification Regarding Lobbying/Disclosure of Lobbying Activities

D. Community Services and Development Federal Accountability and Transparency Act
Report CSD 279 (Form)

H.2. The following documents are hereby incorporated by this reference:

Attachment A: CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

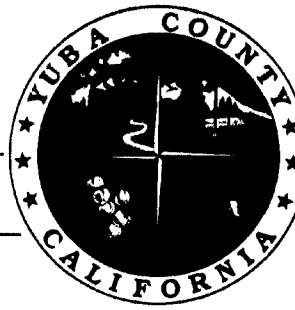
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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The County of Yuba



522-1215

915 8TH STREET, STE 113
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director

DATE: December 8, 2015

A handwritten signature in black ink, appearing to be "J. Abel", is written over the "FROM:" line.

RECOMMENDATION

Approve and authorize the Chair to execute the CSAC-EIA Medical Malpractice Extended Participation Agreement.

BACKGROUND

Yuba County has participated in the CSAC-EIA Medical Malpractice Program since 2002. As with the last renewal, the County has been asked to sign an Extended Participation Agreement which provides the program's excess carrier, Lexington Insurance, more stability and allows for a more discounted premium.

DISCUSSION

CSAC-EIA is asking members of the Medical Malpractice Program to provide an individual commitment to remain in the Program for the two-year period from 10/01/15 to 10/01/17, in exchange for a premium reduction. The Medical Malpractice Committee and our reinsurance partner, Lexington Insurance Company, recognize that continued member participation is important for ongoing stability of the Program. As an incentive for making such a commitment by 12/30/2015, those members who do so will receive a premium reduction as long as CSAC-EIA also achieves commitments from members comprising at least 75% of the premium base. If we do not execute the agreement by December 30, 2015, we will be invoiced for the increased premium and the rates will not be locked for the two-year period.

FISCAL IMPACT

There is no fiscal impact if this item is approved, however there will be an increased premium for the Medical Malpractice Program for this fiscal year and next year if it is not approved.

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**CSAC Excess Insurance Authority
Medical Malpractice Program
Extended Participation Agreement**

This Extended Participation Agreement ("Agreement") is entered into by and between the CSAC-EIA ("EIA") and the participating members of the Medical Malpractice Program ("Program"), consisting of counties and other public entities ("Public Entity").

WHEREAS, on September 21, 2015, the EIA's Medical Malpractice Committee ("Committee") approved an extended participation requirement for participating members covering the period from October 1, 2015 to October 1, 2017 (two-years); and

WHEREAS, the Program's excess carrier, Lexington Insurance, has agreed to extend their coverage commitment to October 1, 2017 and have agreed to provide a discount in their premium to the Program if a minimum number of participating members individually commit to not withdraw from the Program for two years; and

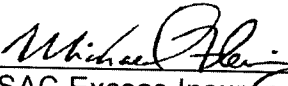
WHEREAS, the Committee has approved a plan in which participating members will be given the choice of executing this Agreement in exchange for a premium reduction. If a participating member fails to execute this Agreement the participating member will not receive this reduction.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. **Premium Discount.** Participating members who execute this Agreement shall receive a discount in premium as approved by the Committee, subject to paragraph 3.
2. **Term of Agreement.** The term of this Agreement is two years beginning October 1, 2015 until October 1, 2017 and each participating member hereby agrees not to withdraw from this Agreement prior to October 1, 2017.
3. **Minimum Participation.** In order for the Program to receive the agreed discount a certain minimum number of participating members has been agreed to by the Committee and Lexington Insurance. If an insufficient number of participating members fail to execute this Agreement as set forth in paragraph 4, the Program will not receive the agreed discount. If the minimum participation is not met, individual participating members that executed this Agreement will not receive the agreed discount and will be released from the terms of this Agreement.
4. **Time for Execution of Agreement.** Participating members shall have until January 1, 2016, to execute this Agreement.

5. **Future Commitments.** Participating members agree that the Committee may consider such two-year commitments in the future.
6. **Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations or agreements by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.

10/1/2015
Dated _____



CSAC Excess Insurance Authority
Chief Executive Officer/Secretary

Dated

Authorized Representative
Of (Member Name): _____
Please Print Name: _____

The County Of Yuba

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



523-1215

(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: James L. Arnold, Chief Probation Officer *JA*

SUBJECT: Authorize Chairman to execute the Probation and School Success Program (PASS) Agreements with Marysville Joint Unified School District (MJUSD)

DATE: December 8, 2015

RECOMMENDATION:

Authorize execution of three agreements with Marysville Joint Unified School District, providing for services of Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program.

BACKGROUND:

Since November 1986, the Probation Department has contracted with the Marysville Joint Unified School District to operate the Probation and Schools Success Program (PASS). The program provides for placement of Deputy Probation Officers and/or Intervention Counselors working in various district schools. Services provided include prevention, early intervention and supervision of court wards attending the various schools. Additional intervention services are extended to families and children referred by school administrators, teachers and family law courts.

DISCUSSION:

This program has historically been funded by MJUSD and the district desires to continue the partnership for the coming fiscal year. The MJUSD Board of Trustee's has approved the contracts for Fiscal Year 2015/2016 totaling \$254,350.

COMMITTEE ACTION:

This requires no committee action as it has been an ongoing program with Marysville Joint Unified School District and the Yuba County Probation Department.

FISCAL IMPACT:

There is no County General Fund costs associated with the service staffing of the PASS program element. Absent these service agreements, additional General Fund positions would be required to carry out the mandated service functions provided by these officers. Indirect costs associated with employee supervision and fiscal management of the program would be absorbed by the department. Revenue equal to expenditures has been included in the department's 2015/2016 budget.

AGREEMENT

This Agreement is made and entered into this 13th day of October, 2015, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2015 and ending June 30, 2016.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$79,581 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

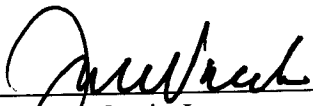
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:


Chairman of the Board of Supervisors

Approved as to form:



Angil P. Morris-Jones
County Counsel

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Gay Todd Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

| BUDGET CATEGORY AND LINE ITEM DETAIL | COST |
|---|----------|
| Actual Salary & Benefit Cost: \$ 99,476 | |
| <div style="display: flex; justify-content: space-between;"> <div>Salary</div> <div>\$ 67,399</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Medicare</div> <div>977</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERS</div> <div>14,994</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Health Ins</div> <div>13,241</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Life Ins</div> <div>31</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Unemployment Ins</div> <div>337</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Workers Compensation</div> <div>2,497</div> </div> | |
| Salary & Benefits to be paid by Yuba County Non-General Funds: (19,895) | |
| A Salary to be paid by Marysville Joint Unified School District: | |
| <div style="display: flex; justify-content: space-between;"> <div>1 - Deputy Probation Officer</div> <div>53,919</div> </div> | |
| B. Benefits to be paid by Marysville Unified School District: | |
| <div style="display: flex; justify-content: space-between;"> <div>Medicare</div> <div>782</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERS</div> <div>11,995</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Health & Life Insurance</div> <div>10,617</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Unemployment Insurance</div> <div>270</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Workers Comp</div> <div><u>1,998</u></div> </div> | |
| Subtotal Benefits: | 25,663 |
| Total Salary and Benefits: | 79,581 |
| TOTAL CONTRACT AMOUNT | \$79,581 |

AGREEMENT

This Agreement is made and entered into this 13th day of October, 2015, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2015 and ending June 30, 2016.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$102,143 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:


Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

| BUDGET CATEGORY AND LINE ITEM DETAIL | | COST |
|--|------------------------------|------------|
| Actual Salary & Benefit Costs: | | \$ 127,679 |
| Salary | \$ 86,704 | |
| Medicare | 1,257 | |
| PERS | 19,289 | |
| Health Insurance | 17,467 | |
| Life Insurance | 31 | |
| Unemployment Insurance | 434 | |
| Worker's Compensation | 2,497 | |
| Salary & Benefits to be paid by Yuba County Non-General Funds: | | (25,536) |
| A | Salary: | |
| | 1 – Deputy Probation Officer | \$ 69,363 |
| B. | Benefits: | |
| | Medicare | 1,006 |
| | PERS | 15,431 |
| | Health & Life Insurance | 13,998 |
| | Unemployment Insurance | 347 |
| | Workers Compensation | 1,998 |
| | Subtotal Benefits: | \$ 32,780 |
| | Total Salary and Benefits: | \$102,143 |
| TOTAL CONTRACT AMOUNT | | \$102,143 |

AGREEMENT

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WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

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NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer or Intervention Counselor for 12 months beginning July 1, 2015 and ending June 30, 2016.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Intervention Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer or Intervention Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$72,626 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
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IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:


Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



Gay Todd Ed.D.
Superintendent of Schools

ATTACHMENT A
PROBATION AND SCHOOL SUCCESS PROGRAM
YUBA COUNTY PROBATION
PROJECT (PASS) BUDGET

| BUDGET CATEGORY AND LINE ITEM DETAIL | | COST |
|--|----------------------------|--------------|
| Actual Salary & Benefit Costs: | | \$ 90,782 |
| Salary | \$ 69,582 | |
| Medicare | 1,035 | |
| PERS | 15,480 | |
| Health Insurance | 1,800 | |
| Life Insurance | 31 | |
| Unemployment Insurance | 357 | |
| Worker's Compensation | 2,497 | |
| Salary & Benefits to be paid by Yuba County Non-General Funds: | | (18,156) |
| A | Salary: | |
| | 1 – Intervention Counselor | 55,665 |
| B. | Benefits: | |
| | Medicare | 828 |
| | PERS | 12,384 |
| | Health & Life Insurance | 1,465 |
| | Unemployment Insurance | 286 |
| | Workers Compensation | <u>1,998</u> |
| | Subtotal Benefits: | 16,961 |
| | Total Salary and Benefits: | 72,626 |
| TOTAL CONTRACT AMOUNT | | \$72,626 |

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445



DECEMBER 8, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: INMATE WELFARE EXPENDITURE SUMMARY

RECOMMENDATION:

Review the Inmate Welfare Expenditure Summary for Fiscal Year 2014-15 pursuant to Penal Code Section 4025 (e).

BACKGROUND:

The money and property deposited into the inmate welfare fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facility. Maintenance of county jail facilities may include, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

DISCUSSION:

Attached is the expenditure summary for Inmate Welfare Funds for the Fiscal Year 2014-15.

FISCAL IMPACT:

No fiscal impact to the General Fund. All expenditures were made directly from the Inmate Welfare Trust Fund.

COMMITTEE ACTION:

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

Inmate Welfare Expenditure Summary for FY 2014-15

Expenditure Summary for Inmate Welfare Fund for Fiscal Year 2014-15 pursuant to Penal Code Section 4025 (e).

| | |
|--|---------------|
| Commissary Purchases..... | \$ 142,572.83 |
| Books and Reading Materials..... | \$ 19,538.48 |
| Hygiene Kits & other misc personal items | \$ 6,402.20 |
| Attorney access phone..... | \$ 222.04 |
| Games..... | \$ 1,787.95 |
| Postage/pre-stamped envelopes..... | \$ 4,118.52 |
| Office supplies | \$ 5,880.70 |
| Salaries/Benefits..... | \$ 257,129.67 |
| Vocational Instructional Expenses..... | \$ 26,394.10 |
| AT&T phone calling cards..... | \$ 53,075.00 |
| Inmate Incentive Program..... | \$ 2,106.93 |
| Legal Research Fees..... | \$ 509.00 |
| Cable television | \$ 3,505.20 |
| New equipment purchases (TV's, hot water containers) | \$ 1,776.52 |

Total Expenditures for Fiscal Year 2014-15..... \$ 525,019.14



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

November 17, 2015

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

Reclamation District 784
Board of Directors
1594 Broadway
Arboga CA 95961

Dear Board of Supervisors and RD 784 Board of Directors:

On November 10, 2015 the ad hoc committee met with each applicant to fill the vacancy of the public at-large member held by Mr. Jerry Crippen. At the Board meeting of November 17, 2015, following discussion of the caliber and knowledge of the applicants, the committee recommended and the Board of Directors by 4/0 vote, with Director Nicoletti being absent, approved the recommendation to appoint Edward Ritchie to fill the at-large representative position.

The Board further discussed and recommended for your consideration amending the Joint Powers Authority Agreement to add an alternate at-large position to Board of Directors.

Sincerely,

Mary Jane Griego
Board Chair

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

**RESOLUTION APPOINTING)
EDWARD RITCHIE AS THE)
AT-LARGE DIRECTOR TO THE)
BOARD OF DIRECTORS FOR)
THREE RIVERS LEVEE)
IMPROVEMENT AUTHORITY)**

RESOLUTION NO. _____

WHEREAS, the Joint Exercise of Powers Agreement (JPA) which created the Three Rivers Levee Improvement Authority established an at-large Director as a member of the Authority; and

WHEREAS, the resignation of Jerry Crippen, the at-large Director appointed by the Board of Supervisors and Reclamation District 784, to the Board of Directors for the Authority has created a vacancy on the Board; and

WHEREAS, the at-large Director of the Authority is to be a person residing and owning real property within the County of Yuba which included the incorporated cities; and

WHEREAS, Edward Ritchie meets the requirements required by the JPA and has been nominated for appointment by the Three Rivers Levee Improvement Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Yuba hereby appoints Edward Ritchie as the at-large Director of the Three Rivers Levee Improvement Authority.

PASSED AND ADOPTED this 8th day of December, 2015 by the Board of Supervisors of the County of Yuba, by the following vote:

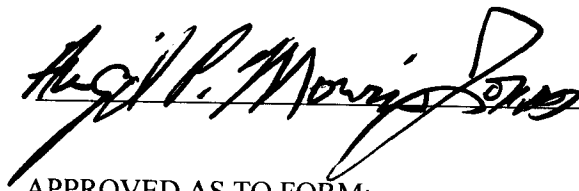
AYES:

NOES:

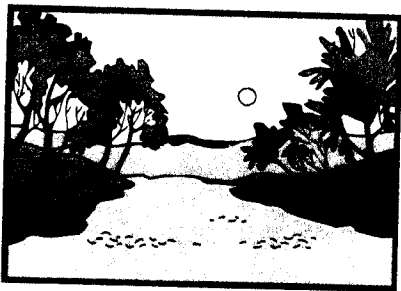
ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS


Chair

APPROVED AS TO FORM:
COUNTY COUNSEL ANGIL MORRIS-JONES



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPLICATION TO FILL RECEIVED VACANCY

AUG 11 2015

Clerk/Board of Supervisors

APPLICANT NAME:

Edward Ritchie

MAILING ADDRESS:

[REDACTED] *Loma Rica 95901*

PHYSICAL ADDRESS:

" " " " " "

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

OCCUPATION/PROFESSION:

Profesonal Trades Person

REASONS YOU WISH TO

SERVE ON THIS BODY:

*I believe My 35 year Construction exp
would be helpful and Service to Community*

QUALIFICATION FOR THIS

SERVICE:

35 years heavy Construction exp

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Currently District Representative Operating Engineers.

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

SIGNATURE

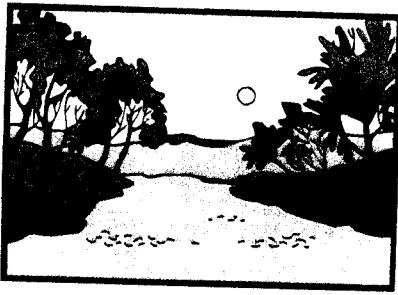
DATE

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ EXISTING VACANCY ON ABOVE-MENTION BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPLICATION TO FILL VACANCY

RECEIVED

AUG 11 2015

APPLICANT NAME:

ENRIQUE RAMIREZ

Clerk/Board of Supervisors

MAILING ADDRESS:

PHYSICAL ADDRESS:

MARYSVILLE, CA. 95901

TELEPHONE:

HOME:

WORK:

OCCUPATION/PROFESSION:

CONSTRUCTION

REASONS YOU WISH TO

SERVE ON THIS BODY:

"I would like to Help the Levees" They
Protect US

QUALIFICATION FOR THIS

SERVICE:

I ~~have~~ have Knowledge of Construction,
I have been on all the levees w/ my Bike

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

IN the past, Member of the Block Association
IN BROOKLYN, N.Y.

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

SIGNATURE

Enrique Ramirez

DATE

August 11th, 2015

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

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- ☐ EXISTING VACANCY ON ABOVE-MENTION BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPLICATION TO ~~FILL~~ ^{RECEIVED} VACANCY

SEP 02 2015

APPLICANT NAME: Dale L. Whitmore Clerk/Board of Supervisors
MAILING ADDRESS: [REDACTED] Marysville CA 95901
PHYSICAL ADDRESS: Same
TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]
OCCUPATION/PROFESSION:

| | |
|---|------------------------------|
| REASONS YOU WISH TO SERVE ON THIS BODY: | <u>See 3 attached sheets</u> |
| QUALIFICATION FOR THIS SERVICE: | <u>See 3 attached sheets</u> |
| LIST PAST AND CURRENT PUBLIC POSITIONS HELD: | <u>See 3 attached sheets</u> |

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

Dale L. Whitmore
SIGNATURE

Sept 2, 2015
DATE

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ EXISTING VACANCY ON ABOVE-MENTION BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____

Attachment to the Three Rivers Levee Improvement Authority Application to Fill Vacancy

Applicant Name: Dale L. Whitmore

Occupation: Retired Wildlife Biologist

Education: Bachelor of Science degree in Wildlife Biology from the University of California at Davis

U.S. Marine Corps Veteran – Proudly served in Okinawa

1. REASONS YOU WISH TO SERVE ON THE COMMISSION

- A. I have spent my life in public service and wish to continue in that service
- B. I want to see the goal reached to provide 200 year flood protection to Yuba County levees.

2. QUALIFICATION FOR THIS SERVICE

A. I have had a strong interest in levee management since I moved to this area in 1984. Tens of thousands of residents in Yuba and Sutter Counties live in a floodplain which is regularly threatened by flood water. The Linda Levee Break of 1986 and the resulting Paterno Decision, means that public flood protection agencies must continue to provide the best flood protection possible.

B. In my role as the Department of Fish and Wildlife manager of the Feather River Wildlife Area, I encouraged the Corps of Engineers and Levee District 1 to remove clay material from the O'Connor Lakes Wildlife Area for several levee projects. Removing the clay material from the wildlife area not only saved taxpayer dollars but was removed in such a way that it was a wildlife enhancement project. High water refugia islands, watering holes, and more habitat edge were created to benefit the wildlife.

3. LIST PAST AND CURRENT PUBLIC POSITIONS HELD:

- A. **Marysville City Councilman – 2010-**
 - a. **Ellis Lake in Marysville** – I have taken a very active role in improving the management and maintenance of the lake and surrounding grounds for the past 4 years.
 - b. **Yuba County Historical Commission** – Took an active role in creating the Historical Commission for the purpose of recording

the plaques, memorials and other historical information in Yuba County.

- c. **Marysville Kiwanis Jim Watson Memorial Catfish Derby**
Coordinator for the past 4 years. Initiated the Rainbow Trout Tubs in 2013 as a new feature for the fishing derby.
- d. **Boy Scouts** – I have assisted at least a dozen Eagle Scouts earn their Eagle Scout Award with the building of wood duck, bat, tree swallow, barn owl, and catfish boxes. One scout also built a half mile of cattle fence to improve deer habitat.

B. Wildlife Biologist for the California Department of Fish and Wildlife
– 37 years. Thirty of my 37 years have been working for the sportsmen and wildlife in Yuba and Sutter Counties

- a. **Yuba County Fish and Game Commission** – 22 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since the commission's inaugural meeting in 1992. I have attended nearly all of the meetings. I was appointed to the Yuba County Fish and Game Commission in March 2012 but resigned a month later due to a conflict of interest with my employment as a Department of Fish and Wildlife employee.
- b. **Sutter County Fish and Game Commission** - 30 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since 1984. I have attended nearly all of the meetings.
- c. **Nelson Slough Junior/Women's Pheasant Hunt** Leader and volunteer for 24 of the past 26 years.
- d. **University of California Field Station at Browns Valley Junior Turkey Hunt** Leader for the past 19 years.
- e. **Wildlife Habitat Improvement Projects:**
I have lead volunteers on many fence building, wood duck box, bat box, tree swallow box, fish habitat improvement using Christmas trees, and wildlife area cleanup projects on state wildlife areas. Habitat improvement and land acquisition are very important for the preservation of wildlife, and hunting/fishing as cultural activities.

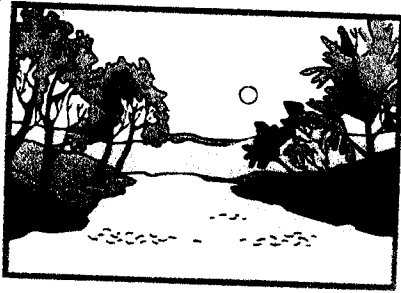
f. Wildlife Area Creations and Additions:

Daugherty Hill Wildlife Area – Yuba County – Major role in the creation and management of this 6500+ acre wildlife area and the adjoining 2700+ acre conservation easement.

Feather River Wildlife Area – Yuba and Sutter Counties – Major role in the management and the addition of 1600 acres to this 2600 acre wildlife area.

Fremont Weir Wildlife Area – Yolo and Sutter Counties – Major role in the management and the addition of 1300 acres to this 1500 acre wildlife area.


Dale L. Whitmore



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY APPLICATION TO FILL VACANCY

RECEIVED

AUG 10 2015

APPLICANT NAME:

Donald Schrader

Clerk/Board of Supervisors

MAILING ADDRESS:

PHYSICAL ADDRESS:



Marysville CA

TELEPHONE: 530 682 0674



WORK:

OCCUPATION/PROFESSION: Retired

REASONS YOU WISH TO I am interested in providing flood protection for all of Yuba County

SERVE ON THIS BODY:

QUALIFICATION FOR THIS Worked with 784 during the time I represented that area as Supervisor during and after the 1997 flood

SERVICE: Have worked with District 10 Levee District for the past 20 years

LIST PAST AND CURRENT Yuba County Planning Commission 6 years Yuba County Supervisor for 12 years. Currently Chair of

PUBLIC POSITIONS HELD :Chair of Work Investment Board

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

SIGNATURE

Donald Schrader

DATE

8-9-15

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ EXISTING VACANCY ON ABOVE-MENTION BODY. NOTICE POSTED PURSUANT TO THE MADDY ACT.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____

The County of Yuba

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



RECEIVED

JUN 3 2015

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Three Levees Improvement Authority

APPLICANT NAME: Donald Schrader

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

PHYSICAL ADDRESS
(Street, City, Zip):

SAME

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Retired
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO
SERVE ON THIS BODY: Support counties effort to improve levees

QUALIFICATIONS: Board member when the levee failed in 1997

LIST PAST AND CURRENT 6 years on the county Planning Commission

PUBLIC POSITIONS HELD: 12 Years on the Board of Supervisors

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

Donald Schrader

SIGNATURE

6-2-2015

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Historic Resources Commission
Date: December 8, 2015

Recommendation

Appoint one individual as District Two, and District Five Representative, and appoint two At-large Representatives to the Historic Resources Commission with terms ending December 31, 2016, December 31, 2018, and December 8, 2019 respectively.

Background and Discussion

On August 25, 2015, your Board established a Historic Resources Commission by Ordinance No. 1547. Pursuant to the ordinance terms are four years with district appointments running concurrent with elected official. Notice of the newly established commission has been posted in excess of sixty (60) days indicating vacancies, terms of office, and qualifications.

Applications have been received from Mr. Michael Paine, Ms. Sue Cejner-Moyers, Ms. Roberta D'Arcy, and Ms. Kathleen Smith and are attached for your consideration.

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

Fiscal Impact

None; participation is voluntary.

Committee Action

Brought directly to the Board for consideration.

The County of Yuba

RECEIVED

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

OCT 07 2015

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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



BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE: Historic Resources Commission

APPLICANT NAME:

Michael Paine

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

[Redacted] Marysville CA 95901

PHYSICAL ADDRESS
(Street, City, Zip):

Same

TELEPHONE:

HOME:

[Redacted]

WORK:

na

EMAIL ADDRESS:

[Redacted]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Retired

Supervisor Dist #2

REASONS YOU WISH TO
SERVE ON THIS BODY:

As a native of Yuba Co. I have always had a strong interest in the history of our County, and want to see it preserved.

QUALIFICATIONS:

I have worked with various agencies and non-profits in this area all committed to the preservation of our local history

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

CSBG Community Services Commission, Library Advisory commission, Marysville Historic and Preservation Commission

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

Michael Paine

SIGNATURE

DATE

10/7/15

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

cc Doc. 2

The County of Yuba

RECEIVED

OCT 08 2015



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Historic Resource Comm.

APPLICANT NAME:

Sue Cejner-Moyers

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

[REDACTED], Loma Rica, 95901

PHYSICAL ADDRESS
(Street, City, Zip):

Same

TELEPHONE:

HOME:

[REDACTED]

cell
WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER:

Semi-Retired - Private Lender
Sup. Randy Fletcher - Dist 5

REASONS YOU WISH TO
SERVE ON THIS BODY:

Impact preservation & presentation our rich history

QUALIFICATIONS:

5th generation native California, Active in
community history... tours, presentations, support

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Yuba County Comm on Aging
" " Comm Library

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

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

Sue E. Cejner-Moyers
SIGNATURE

10-3-2015
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Historical Resource Commission

APPLICANT NAME:

Roberta D'Arcy

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

[Redacted] Browns Valley 95918

PHYSICAL ADDRESS
(Street, City, Zip):

[Redacted] Browns Valley 95918

TELEPHONE:

HOME:

[Redacted]

WORK:

[Redacted]

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Registered Nurse Public Health Nurse
5

REASONS YOU WISH TO

SERVE ON THIS BODY:

- ① unify small historical groups
- ② Document and highlight historical sites, enhance interest young people in local history
- ③ interest young people in local history

QUALIFICATIONS:

- ① Published historical articles on Marysville + Browns Valley
- ② Published Arcadia book on Browns Valley
- ③ Headed sesquicentennial celebration Browns Valley 2014

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

- ① Past Yuba County Director of Nurses
- ② Program Manager First Steps (Outpatient treatment)
- ③ Hospice Nurse 15 years
- ④ Community Liaison Appeal Democrat 2014
- ⑤ Public Health Nurse Juvenile Hall (current)

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

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

SIGNATURE

Roberta D'Arcy

DATE

10-23-15

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED:

☐ OTHER:

RECEIVED

OCT 22 2015

The County of Yuba

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Historic Resources CommitteeAPPLICANT NAME: Kathleen SmithMAILING ADDRESS -
(Street/P.O. Box, City, Zip):Sacramento, CA 95831PHYSICAL ADDRESS
(Street, City, Zip):Same as above

TELEPHONE:

HOME: [REDACTED]WORK: [REDACTED]EMAIL ADDRESS: [REDACTED]OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:Genealogist, Author, Historian and VolunteerI am seeking to be appointed a member at large.REASONS YOU WISH TO
SERVE ON THIS BODY:See Attached

QUALIFICATIONS:

Author of Mining in Yuba County, Co-author of Smartsville and Timbuctoo and Co-editor of The Sage of Smartsville, Vice President of the board of Smartsville Church Restoration Fund.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:None

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

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

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SIGNATURE

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.☐ APPLICANT APPOINTED: _____☐ OTHER: _____

Reasons I wish to serve on this body:

I am an avid historian and research and write primarily about history in Yuba County. Even though I do not live in Yuba County I have a vested interest in the history. My ancestors were settlers here during the latter half of the 1800's. Mathew and Bridget Smith were immigrants from Ireland who settled in Timbuctoo, located mining claims, homesteaded, and raised a family and participated in the creation of that community. John and Elizabeth Peardon came from Cornwall and operated the Smartsville Hotel and other businesses, raised a family and also participated in civic life of their community until the next generation moved on to Marysville. The goal with respect to my research and writing is to preserve historical information, sources, sites and structures.

I desire help solve some issues I have encountered while researching in Yuba County. In my research I seek information from many sources, such as letters and journals and government documents. These primary sources are instrumental to understanding our past and help prevent the perpetuation of misinformation. Some of those primary sources, many of which are county documents, are currently inaccessible, because they are not properly catalogued and archived. I hope as a member of this body that I may be able to assist with the processing of these documents to make those sources accessible to researchers. This would greatly enhance our knowledge about Yuba County history.

It is my desire to cultivate an inclusive atmosphere between local historical groups, researchers and public agencies. Occasionally I have observed situations where one or another entity has the impression of a proprietary claim to some information or place or documents. Many groups and agencies have varied interests and by providing access to all public assets it will create a more complete picture of our past.

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



527-1215

BUILDING
749-5440 • Fax 749-5616

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

TO: Board of Supervisors

FROM: Wendy W. Hartman, Director of Planning 

SUBJECT: Administration of the Yuba County CSBG Program and Community Services Commission

DATE: December 8, 2015

Recommendation:

It is recommended that the Yuba County Board of Supervisors authorize the Community Development & Services Agency (CDSA) Director to enter into a professional services agreement with the Yuba Sutter Economic Development Corporation (YSEDC) for the administration of the Yuba County CSBG Program.

Background:

Historically, the CSBG program has been administered by the Yuba County Housing and Community Services Division (HCS). The County eliminated this division effective January 1, 2015. Since HCS was a division within the Community Development & Services Agency (CDSA), we were able to administer the CSBG Program in 2015 with the use of existing CDSA staff and an extra help staff position (primary program responsibility). However, the extra help position will no longer be funded after January 2016 and therefore CDSA is exploring options for administering the CSBG Program.

CDSA issued a Request for Proposals (RFP) in 2014 to take over administration of various programs that had been previously administered by the Housing and Community Services Division. Yuba Sutter Economic Development Corporation (YSEDC) was the only entity that indicated an interest in administering the CSBG Program.

The YSEDC is currently administering the Sutter County CSBG Program. The YSEDC has demonstrated an ability to promote Sutter's CSBG Program and provide a level of service that CDSA staff will not be able to provide going forward. For example, YSEDC created a website for the Sutter Program called Sutter Cares (www.suttercares.org) that provides information regarding the grantees, services and other information related to the CSBG Program. The YSEDC also has broad networking capabilities due to the variety of partnerships they have developed over the years that could assist grantees and their clients in providing or receiving additional services.

Yuba County would still maintain the CSBG designation. In other words the contract for CSBG funds would still be between the State and Yuba County, but if approved by the Board of Supervisors YSEDC would provide staffing for the day to day administration of the program. Activities include but are not limited to: acting as executive director for the program, prepare agendas and minutes for the Community Services Commission, prepare reports and reimbursement requests, amendments to subrecipient contracts, site monitoring, and process payments to subrecipients.

Fiscal Impact:

These activities are at no cost to the General Fund. The CSBG grant provides for 12 percent of the grant money to be used for program administration. YSEDC would only receive the administration portion of the grant funds received from the State. For the 2016 Calendar year it is estimated that the administrative funds will be approximately \$32,271.

Committee Recommendation:

The Yuba County Community Services Commission reviewed the YSEDC's qualifications and unanimously recommended (9-0) that the Board of Supervisors selects the YSEDC to administer the CSBG program at their November 5, 2015 meeting.

Attachment:

Resolution
YSEDC Summary of Qualifications

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE YUBA
COUNTY CDSA DIRECTOR TO ENTER
INTO A PROFESSIONAL SERVICES
AGREEMENT WITH THE YSEDC FOR
ADMINISTRATION OF THE YUBA
COUNTY CSBG PROGRAM

RESOLUTION NO. _____

WHEREAS, the State of California Department of Community Services and Development annually makes available Community Services Block Grant (CSBG) funds to Yuba County in order to provide services to low income residents; and

WHEREAS, the CSBG program had previously been administered by the Yuba County Housing and Community Services Division. The County eliminated this division effective January 1, 2015; and

WHEREAS, the Community Development & Services Agency (CDSA) issued a Request for Proposals (RFP) in 2014 to take over administration of various programs that had been previously administered by the Housing and Community Services Division. The Yuba Sutter Economic Development Corporation (YSEDC) was the only entity that indicated an interest in administering the CSBG Program, and

WHEREAS, on November 5, 2015 the Yuba County Community Services Commission unanimously voted (9-0) to recommend that the Board of Supervisors select the YSEDC to administer the Yuba County CSBG Program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby authorizes the Yuba County CDSA Director, subject to approval of County Counsel, to enter into a professional services agreement with the YSEDC for administration of the Yuba County CSBG Program. The Contract amount (fee) to administer the CSBG Program shall not exceed the annual grant funding allocation authorized by the California State Department of Community Services and Development for program administration (currently 12 percent of the total CSBG grant funds received). Further the Board of Supervisors authorizes the YSEDC staff to act as the Executive Director of the Yuba County Community Services Commission.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____ 2015, by the following vote:

AYES:

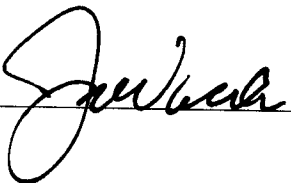
NOES:

ABSENT:

Chair of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





**SUMMARY OF QUALIFICATIONS
PROJECT MANAGEMENT SPECIFICATIONS**

presented to Sutter County Community Action Agency
November 6, 2014

A BIT ABOUT US

Yuba-Sutter Economic Development Corporation (YSEDC) is a 501(c)3 non-profit, public benefit corporation formed in 1994 and one of only five Economic Development Districts in the State of California as designated by the U. S. Department of Commerce, Economic Development Administration.

YSEDC is a champion of growth with a regional focus. We have a partnership philosophy and are confident that through a team approach we will continue to strengthen our economic future. We will achieve this by continuing to offer our services that include:

- Business Attraction
- Business Expansion and Retention
- Infrastructure Enhancement
- Strategic Partnerships
- Research, demographic and economic profiles
- Business Lending

Through strategic partnerships, our solutions drive growth, foster job creation and improve quality of life. YSEDC staff and resources are available to work closely and in strict confidence with businesses considering location or expansion within the Yuba-Sutter region. Assistance with site location, economic and demographic information, identification of a myriad of community and employment training service groups, community tours, introductions to government and business leaders and facilitation of meetings with developers, planners and other key individuals as required is available.

Essentially, Yuba-Sutter Economic Development Corporation connects new and established businesses with opportunities and solutions to thrive and grow. The promise is to provide tools, solutions and resources to simplify business so they can focus on growth and success.

A GOOD FIT FOR YUBA COUNTY COMMUNITY SERVICES COMMISSION

For 20 years, YSEDC has served the community and managed numerous federal, state and local grants and programs including the Community Development Block Grant program for each jurisdiction's economic development lending programs and waiver requests for infrastructure projects. And since January 2015, has acted as Executive Director of Sutter County Community Action Agency.

YSEDC knows how to navigate the often cumbersome and strenuous requirements of programs the Community Services Block Grant program. YSEDC is fluent in the regulations and requirements for the programs and has provided high-quality service for all the cities and counties as a sub-recipient and/or contractor.

Further, YSEDC has two Yuba County Supervisors as members of its board of directors (currently John Nicoletti and Randy Fletcher) and one member of its executive committee (John Nicoletti). The Yuba County Board Chairman appoints its representatives on an annual basis.

BOARD OF DIRECTORS

Officers

Chairman Renee Garcia, Vice President, US Bank

Vice Chair George Carpenter, Attorney at Law

Treasurer Mary Langsdorf, Administration/Systems Manager, Frank M. Booth, Inc.

Secretary Brynda Stranix, President/COO, Yuba-Sutter Economic Development Corporation

Private-sector Directors

Margaret Fernandez, Branch Manager, The Plus Group

James Mariner, Ph.D., Principal, Education Management Services

Joe Pacheco, Principal Deputy and Director of Programs, Northrop Grumman Aerospace Systems

Rikki L. Shaffer, CEO, Yuba-Sutter Chamber of Commerce

Clay Schmidt, Sierra Division Senior Manager, Pacific Gas & Electric Company

Public-sector Directors

Robert Coe, Councilmember, City of Wheatland

Lakhvir Ghag, Councilmember, City of Live Oak

Randy Fletcher, Supervisor, County of Yuba

Joseph Henderson, Councilmember, City of Wheatland

Diane Hodges, Councilmember, City of Live Oak

Jim Kitchen, Councilmember, City of Marysville

Larry Munger, Supervisor, County of Sutter

John Nicoletti, Supervisor, County of Yuba

Bill Simmons, Councilmember, City of Marysville

Ron Sullenger, Supervisor, Sutter County

MANAGEMENT AND STAFF

Brynda Stranix, President/Chief Operating Officer

Brynda Stranix is president/chief operating officer of Yuba-Sutter Economic Development Corporation. She joined YSEDC in 2001 as administrative services manager with the experience of 22 years in administrative management and accounting, and public relations. As administrative services manager she provided leadership, project management and coordination, streamlining many of the corporation's daily functions. She continues to oversee the budgetary, contractual and personnel issues associated with the operation of the corporation and works with the local business community to identify ways to assist existing businesses in improving and expanding their operations.

She was promoted to president in 2010 with primary functions of planning, organizing, directing and overseeing the management of the corporation and is the liaison between YSEDC and both public and private sector community leaders establishing and maintaining working relationships. She also serves as secretary on the corporation's board of directors and as district director for Yuba-Sutter Economic Development District.

Prior to 2001 she co-owned a Yuba City-based public relations/advertising agency specializing in large-scale community event management, graphic design and provided national advertising management to a number of businesses throughout the Yuba-Sutter region.

She was born and raised in Yuba City and takes great pride in her community and is an active participant in all events, fundraising efforts and creative endeavors. Her commitment to ongoing education and specialized training keeps her current on trends and activities of the industry.

Current Officer Roles

President/Chief Operating Officer, Yuba-Sutter Economic Development Corporation
Board Secretary, Yuba-Sutter Economic Development Corporation
US Department of Commerce, District Director, Yuba-Sutter Economic Development District
Executive Director, Sutter County Community Action Agency
President and Treasurer, Upstate California Economic Development Council
Honorary Commander, 9th Mission Support Group, Beale Air Force Base
Chairman, Yuba-Sutter Business Consortium
Chairman, Yuba-Sutter Chamber of Commerce Economic Development Committee
Treasurer, Yuba-Sutter Healthcare Council
Treasurer, Marysville Kiwanis Club - Voted 2014 Kiwanian of the Year, Kiwanis Club of Marysville
Treasurer, Upstate California Economic Development Council

Additional Boards and Committees

Board member, Yuba-Sutter Chamber of Commerce
Board member – California Finance Consortium
Board member, Sutter County Community Action Agency
Board member, North Valley Workforce Alliance
Board member, TeamCalifornia
Member, Yuba College Business Advisory Committee
Member, Yuba City Unified School District Career Technical Education Advisory Committee
Member, Yuba-Sutter Chamber of Commerce Government Affairs Committee
Member, Yuba County Economic Development Advisory Committee
Member, Cambridge Junior College Advisory Committee
Member, Yuba-Sutter Chamber of Commerce Finance Committee

Member, Yuba-Sutter Chamber of Commerce Tourism Committee
Member, Yuba-Sutter Farm Bureau
Member, National Association of Development Organizations (NADO)
Member, Sacramento Area Commerce and Trade Organization (SACTO)
Member, Sacramento Area Commerce and Trade Organization Marketing Committee
Member, Beale Military Liaison Committee (BMLC)
Member, California Association for Local Economic Development (CALED)
Member, International Economic Development Council (IEDC)
Founding board member, Yuba-Sutter Manufacturer's Association
Founding board member, Yuba-Sutter Healthcare Council

Past Boards, Committees and Officer Roles

Board member and Secretary/Treasurer, California Innovation Center
Founding member/Marketing Chair, Twin Cities Slickers Cattle Drive
Past member/event manager, Business & Community Healthcare Partnership
Inaugural chairman, Sutter North "Swing into Health" Golf Classic

Continuing Education

Certification - Business Expansion and Retention, International Economic Development Council
Certification – Business Attraction, International Economic Development Council
Certification – Credit Analysis, International Economic Development Council
Certification- Yuba County Executive Leadership Development Program
Credential - CSAC Institute for Excellence in County Government, California Credentialed County Senior Executive

Jackie Slade, Loan Officer

Jackie Slade has been an integral part of Yuba-Sutter Economic Development Corporation since 2000. Jackie has served as a project assistant, downtown coordinator for both Marysville and Yuba City, business coordinator managing business recruitment/retention activities and grant writing and, as a public information officer communicating corporate programs, projects and services to the community.

Mrs. Slade was promoted to loan officer in 2005 and currently oversees and administers the corporation's loan program. In addition to marketing, underwriting and servicing loans, Jackie also tracks various aspects of the loan portfolio including leverage, employment, and balloon payments.

Education

Mills College, Bachelor of Arts- Political, Legal and Economic Analysis with Economic Emphasis (1994)

Continuing Education

Completed the following seminars and courses:

California State- Housing and Community Development, Community Development Block Grant Program

- NOFA Application Training
- Grant Management Training
- Revolving Loan Fund and Microenterprise Program Development and Operation Training

Other

- Notary Public Training
- National Development Council Economic Development Finance Course

Dana Burroughs, Administrative Services/Grant Research & Writing/Statistics

Dana Burroughs joined Yuba-Sutter Economic Development Corporation in 2002. In her position she researches funding opportunities, manages grant funds and grant-funded programs. She is primary staff support to the Comprehensive Economic Development Strategy Committee, coordinating the annual update process.

She developed and directs the corporation's Yuba-Sutter Census project, a continuous database of economic and demographic statistics of Yuba and Sutter counties, its 10-county region, California and the nation that was designed as a tool for business recruitment and to serve the District.

She is YSEDC's primary technical writer of grant applications and contributes to its newsletter, website, and press releases.

In 2010 she also assumed the administrative services duties including accounts payable, payroll and accounts receivable, and reconciling the corporation's bank accounts to financial institution statements and general ledger cash accounts.

Terra Yaney, Loan Technician and Marketing

Since joining YSEDC in 2003, Terra Yaney has been a loan technician responsible for general file maintenance and servicing activities related to CDBG, IRP and EQ-2 loan programs. Ms. Yaney is responsible for the ongoing file maintenance, portfolio summary reports, loan account payment processing and data entry, billing, and public information files.

Her duties also include secretarial, marketing and other tasks related to company activities and operations such as creating the corporation's newsletter, maintaining company websites, answering telephones, typing meeting minutes, processing incoming mail, and maintaining supply inventory.

Prior to working at YSEDC, Ms. Yaney worked as an assistant in the accounting department for the State of California, Department of Rehabilitation for five years. She was responsible for employee travel tracking, balancing accounts payables and receivables, and ensuring accurate check issuance.

SCOPE OF WORK

PROGRAM MANAGEMENT (at the direction of the Board)

- Assist the board with review and updates to its mission and bylaws
- Provide the board with an annual tax return for filing with the state and Internal Revenue Service
- Maintain all required filings with the Secretary of State and others
- Schedule and publically-notice all board meetings
- Attend, record and distribute the agendas and minutes for all board and special meetings
- Provide current fund distribution schedules at each board meeting
- Assist the board with new member recruitment and orientation
- Monthly reconciliation of all bank accounts
- Monthly reconciliation of all general ledger accounts
- Prepare and submit bi-monthly expenditure reports to California Department of Community Services & Development
- Prepare and submit bi-monthly fund requests to California Department of Community Services & Development
- Prepare and submit semi-annual reports to California Department of Community Services & Development
- Prepare and submit annual reports to California Department of Community Services & Development
- Work with any/all board committees as needed
- Provide meeting space for board and committee meetings

RECIPIENT MANAGEMENT

- Prepare application packages for each new funding year
- Schedule and conduct an annual bidder's conference to deliver the annual applications to potential recipients
- Manage receipt of application packages
- Review recipient applications for completeness and deliver applications to the ad-hoc committee for review
- Assist the board with the recipient application review and evaluation process
- Receive and monitor bi-monthly expenditure reports from recipients
- Receive and monitor semi-annual reports from recipients
- Receive and monitor annual reports from recipients
- Conduct annual on-site audits of each awardee and provide the board with a comprehensive written report of findings
- Inform the board when compliance issues with recipients become apparent
- Prepare and deliver approved reimbursement to the recipients

ADDITIONAL ACTIVITIES

- Seek funding to create an encumbered account that would allow for timely payments to recipients
- Seek funds to enhance the program of work in Yuba County
- Assist in development of new logo/branding
- Develop a public relations campaign to educate the community of the efforts of the Yuba County Community Services Commission and the recipients it assists

BUDGET (based on 2015 State Department of Community Services and Development allocation)

| | |
|--|--------------|
| Total projected allocation | \$253,327 |
| Disbursements to recipient organizations | \$222,927.76 |
| Program management & direct program expenses | \$30,399.24 |

Total program management and direct program expenses not to exceed 12 percent of total allocation.

Direct program expenses include:

- Tax preparation
- Office Supplies
- Printing/Duplication
- Postage
- Public notification
- Insurance

Note: Prior year direct expenses approximately \$9,500.



COUNTY OF YUBA
OFFICE OF EMERGENCY SERVICES

528-1215

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

STAFF REPORT

Date: December 08, 2015

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

Re: Consolidated Dispatch MOU with the Smartsville Fire Protection District

Recommendation:

The Board of Supervisors consider approval of the attached MOU between the County of Yuba and the Smartsville Fire Protection District.

Background:

At the October 13, 2015 meeting of the full Board of Supervisors, the Board approved an MOU between the County of Yuba and the Foothill Fire Department, the Camptonville Volunteer Fire Department, the Loma Rica/Browns Valley Community Services District and the Dobbins/Oregon House Fire Protection District for the purposes of memorializing the services provided to the fire districts through the Cal Fire Consolidated Dispatch contract administered by the County.

Discussion:

As of the October 13, 2015 Board meeting, the Smartsville Fire Protection District had failed to sign the MOU in question, advising that the District had referred this matter to their Counsel. At the direction of your Board, staff was advised to draft a letter to the District requesting they contact OES staff within 7 day regarding this MOU. The Board further directed staff to return to the full Board within 30 days with an update on this matter.

On November 3, 2015 I was contacted by Chief Mark Zamora of the Smartsville Fire Protection District regarding the letter drafted by staff and forwarded by the Clerk of the Board. Chief Zamora advised the District Counsel was drafting an MOU to be considered by the Board of Supervisors, which he would forward upon receipt.

In the afternoon hours of November 3, 2015 I received the MOU from Chief Zamora which I forwarded to County Counsel for review. On November 5, 2015 I received a memo from County Counsel which advised that the MOU was not in the best interest of the County and would not be endorsed.

Committee:

No committee action was taken

Fiscal Impact:

The County of Yuba is currently in the second year of a three year contract with Cal Fire for the dispatch services in question. The total contract is not to exceed \$180,739.



County of Yuba Board of Supervisors

District One ~ Andy Vasquez
District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

RECEIVED

OCT 20 2015

COUNTY ADMINISTRATOR

October 14, 2015

Chairman Charles Center
C/o Smartsville Fire Protection District
PO Box 395
Smartsville, CA 95977

Dear Chairman Center:

On October 13, 2015 at our regularly scheduled meeting of the Yuba County Board of Supervisors, Yuba County staff presented to and recommended the Board approve a Memorandum of Understanding (MOU) between the County of Yuba and the Foothill Fire Department, the Camptonville Volunteer Fire Department, the Loma Rica / Browns Valley Community Services District and the Dobbins / Oregon House Fire Protection District regarding the Cooperative Fire Dispatch Agreement with the California Department of Forestry (Cal Fire). The aforementioned fire service organizations had previously approved and signed the MOU in question, which memorialized the relationship between the County and their District. These MOUs were unanimously approved by the Board.

Staff advised the Board they had not received a signed copy of the M.O.U. from Smartsville Fire Protection District and had been in contact with Chief Mark Zamora who advised that Smartsville Fire Protection District would not sign the M.O.U. in question, with no explanation provided. As a result of Smartsville Fire Protection District failing to sign the M.O.U., County Staff has been instructed to seek further discussions with your district and report back to the Yuba County Board of Supervisors within 30 days. We encourage you and your staff to engage our staff in an attempt to reach a resolution in this matter. Please contact Scott Bryan, Emergency Operations Manager, at (530) 749-7521 within seven days of receipt of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Jane Griego".

Mary Jane Griego
Chairman

Cc: Robert Bendorf, County Administrative Officer

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DISPATCH SERVICES AGREEMENT

Between the Smartsville Fire Protection District and Yuba County

PREAMBLE

WHEREAS, the Smartsville Fire Protection District ("District") and other districts are provided with emergency dispatch services by CALFIRE, under an informal agreement whereby the cost of the services is paid by the County of Yuba ("County"); and

WHEREAS, the County now desires a formal agreement with the District with regard to this arrangement and the flexibility to terminate the CALFIRE contract; and

WHEREAS, the County recognizes District is a small district with extremely limited revenue. Requiring the District to pay for dispatch services would result in unacceptable reductions in fire services to the citizens of the County. It is therefore in the interest of the County and the public to continue to provide such services to the District.

NOW THEREFORE, District and County agree to the following terms and conditions under which the County will provide dispatch services to the District:

ARTICLE I

TERM

Section 1.01 Term of Agreement.

This agreement shall be effective upon execution, and continue until terminated. District may terminate the agreement upon 90 days' notice. County may only terminate the agreement in a situation where it experiences a fiscal emergency and formally makes such declaration pursuant to Gov't C. Section 53760.5 and terminates dispatch service to all fire districts within the County. Any such termination shall be effective on July 1 of the next fiscal year occurring after the end of the 90 day notice period, unless the parties mutually agree on an earlier termination date.

ARTICLE II

ASSUMPTION OF DISPATCH SERVICES BY COUNTY

Section 2.01 Assumption of Dispatch Service by County.

The parties agree that the County may terminate its agreement with CALFIRE to provide dispatch services to District. In such event, County shall assume responsibility to provide dispatch services to the District at no cost to District. Such services shall be provided by the County through its Sheriff Dispatch Service Program (Phone number (530) 749-7777).

Dispatch Services Agreement
Smartsville Fire Protection District and Yuba County
Page 2

Section 2.02 **Transition.**

County shall insure that there is a smooth transition, in the event of any such change in dispatch provider.

ARTICLE III

DISPATCH SERVICES

Section 3.01 **Dispatch Services.**

If the County assumes responsibility to directly provide dispatch services to the District, County shall provide the following dispatch services to the District which shall be incorporated into its existing County Sheriff's Dispatch service program ("Sheriff's Dispatch"):

- (a) All requests for fire and EMS services received by Sheriff's Dispatch that are within the District service area shall be communicated to the District as soon as possible but in not less than three (3) minutes. The information shall be communicated via tone out to District pagers, or text message, phone or other viable means of communication.
- (b) Sheriff's Dispatch shall provide the following minimum information to the District for each such request:
 - (i) Type of call
 - (ii) Location
 - (iii) Any additional pertinent information in regards to the call
- (c) District understands that County will be providing dispatch services with its existing Sheriff's Dispatch. County will not provide special services to District except as set forth in this agreement.

Section 3.02 **Indemnity.**

County agrees to indemnify, defend and hold District harmless from any liability, claim or loss arising out of the provision of dispatch services by the County to the District.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 **Severability.**

Any provisions of this agreement which are proved to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

Section 4.02 Notices.

Any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party by the other party to this agreement shall be in writing and shall be deemed duly served when personally delivered to the officer designated below, or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid and addressed to the designated party and address listed below each party's signature.

Section 4.03 Modifications.

Any modification of this will be effective only if it is in writing and signed by the party to be charged.

Section 4.04 Attorney's Fees.

The parties agree that in the event of controversy, claim or dispute between the parties hereto arising out of or relating to this agreement or the breach thereof the prevailing party shall be entitled in addition to such other relief as may be granted a reasonable sum as and for attorney's fees which shall be determined by the Arbitrator in any arbitration, Court in any litigation or in a separate action brought for that purpose.

Section 4.05 Effect of Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 4.06 Entire Agreement.

This instrument contains the entire agreement between the parties and shall supersede any previous agreements between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

THE COUNTY OF YUBA

DATED: _____, 2015

Designated Officer for Service of Notice:
Address for Service of Notice:

Chair, Board of Supervisors

Chief Administrative Officer
Yuba County Administration Bldg
915 8th. St., Suite 115,
Marysville, CA 95901

**SMARTVILLE FIRE
PROTECTION DISTRICT**

DATED: _____, 2015

Designated Officer for Service of Notice:
Address for Service of Notice:

Chair of the Board of Directors

Fire Chief, Mark Zamora
Smartsville Fire Protection District
8459 Blue Gravel Rd,
Smartsville, CA 95977

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



529-1215
BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

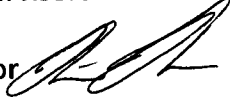
ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: December 8, 2015

Subject: Development Agreement between Western Pacific Housing and the County of Yuba

RECOMMENDATION:

Adopt the attached ordinance approving a Development Agreement between Western Pacific Housing, Three Rivers Levee Improvement Authority, and the County of Yuba concerning River Oaks South, tentative subdivision tract map 2003-0015.

BACKGROUND:

In 2008 the Yuba County Board of Supervisors took a number of actions to move forward with securing a local match for an anticipated \$138.5 million in Proposition 1E Bond Act funds to enhance flood protection in southern Yuba County. The Proposition 1E funds coupled with the required \$53.3 million local match and funds already expended or obligated completed the funding necessary to reconstruct, set-back or otherwise improve all of the levees within Reclamation District 784 that provide flood protection to the unincorporated urban areas (Linda, Olivehurst, Arboga, Plumas Lake) of Yuba County to a minimum standard of a 100-year flood event, and a projected 200-year standard.

In order to secure the local match of \$53.3 million for the anticipated Proposition 1E funds, the County along with the Yuba County Water Agency had to pledge to raise the majority of the funding due to a fall out of land owner participation.

Prior to the County securing the local funds needed to complete the remaining improvements, local landowners had previously been providing the needed local funds to improve the levees. Through a series of prior funding agreements, local landowners had generated a total of approximately \$70 million of advance funding, with a portion of this being from Western Pacific Housing (DR Horton). As a condition of landowner participation in these previous funding agreements, the County agreed to approve a development agreement with each landowner who previously executed and provided funding under one of the agreements for advance funding of levee improvements.

DISCUSSION:

In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development, the Legislature of the State of California adopted Section 65864 of the Government Code, authorizing local governments to enter into development agreements with applicants for development projects. The objective of such an agreement is to provide assurances that, upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, subject to the conditions of approval, thus vesting certain development rights in the property.

Western Pacific Housing has met the conditions of entering into a development agreement by their participation in a Levee Funding Agreement with the County. There is a requirement that a public hearing be held by both the Planning Commission and the Board of Supervisors prior to approval of a development agreement.

Attached is the proposed development agreement. The following is a summary of the provisions of the proposed agreement:

1. The agreement commences 30 days after Board adoption and continues in force for a period of twenty (20) years that began when the tentative map was originally approved (October 22, 2003) making the termination date October 22, 2023.
2. During the term of the agreement the Developer's rights shall be vested only as to the entitlements already approved.
3. No moratorium, quotas or other growth limitations will be imposed on the properties being vested by the agreements unless uniformly applied by the County for a health or safety issue.
4. The County will not impose new impact fees or increase the County's current impact fees beyond what annual adjustment are already approved through the year 2019 with the exception that the Developer agrees to be subject to any increases in Countywide or PLSP traffic fees.
5. In the agreement the County agrees to make best efforts to process building permits for already approved master plans within thirty (30) days.

COMMITTEE ACTION:

On November 18, 2015, the Planning Commission held a public hearing and then adopted a resolution recommending the Board's approval of the Development Agreement.

FISCAL IMPACT:

None.

ENVIRONMENTAL DETERMINATION:

The development agreement is exempt from further environmental review pursuant to Section 15182 of the California Environmental Quality Act regarding "Residential Projects Pursuant to a Specific Plan", due to the fact the development agreement proposed does not alter the map, the conditions of approval of the map or the environmental determinations made at the approval of the map.

Attachments:

1. Ordinance
2. DA20014-0001

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ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF YUBA, THE THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY
AND WESTERN PACIFIC HOUSING RELATIVE TO THE DEVELOPMENT KNOWN AS
RIVER OAKS SOUTH

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 the ____ day of _____, 2015, by the following vote:

AYES:

NOES:


ABSENT:

Chair of the Board of Supervisors
County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

APPROVED AS TO FORM:
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. The Development Agreement By and Between The County Of Yuba, The Three Rivers Levee Improvement Authority and Western Pacific Housing relative to the development known as River Oaks South is attached hereto marked as **Attachment "A"** by this reference incorporated herein as though set forth herein in full.

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 portions 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.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Clerk of the Board
County of Yuba
915 8th St. Suite 109
Marysville, CA 95901

529-1215

Space above for Recorders Use Only

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE COUNTY OF YUBA, THE THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY AND WESTERN PACIFIC HOUSING, INC.
RELATIVE TO THE DEVELOPMENT KNOWN AS
RIVER OAKS SOUTH**

This document, including exhibits, totals ___ pages.

REFERENCE SHEET

Project:

River Oaks South – TSTM2003-0015

Developer:

Western Pacific Housing, Inc., a Delaware corporation

Developer's Address for Purpose of Written Notice:

Western Pacific Housing, Inc.
5050 Hopyard Road, Suite 180
Pleasanton, CA 94588

Landowner:

Same as above.

Term:

The Term of the Development Agreement, as provided for in section 1.8 begins thirty (30) days after the Board of Supervisors enacts the Adopting Ordinance (noted below) and expires on October 22, 2023, twenty (20) years from the original date of approval of TSTM2003-0015.

Entitlements:

As referred to in Recital 5 shall mean TSTM2003-0015 and all associated tentative and final maps.

CEQA document:

This project is located within the Plumas Lake Specific Plan area. A Final Environmental Impact Report for the Plumas Lake Specific Plan was adopted by the Yuba County Board of Supervisors on September 21, 1993 (State Clearinghouse No. 92072070). A residential project that is consistent with a specific plan is exempt from further environmental review (Section 15182 of the CEQA Guidelines.)

Adopting Ordinance:

As referred to in Section 1.3 (a), shall mean Ordinance No. _____ enacted by the Board of Supervisors on _____, 20__.

Exhibits which are attached to this Development Agreement are as follows:

- A. Legal Description
- B. Assumption Agreement
- C. Special Conditions and Requirements
- D. Sample Notice of Termination
- E. Credit and Reimbursement Policy

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THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between the COUNTY OF YUBA, a political subdivision of the State of California (County"), the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY , a joint powers authority ("TRLIA") and Western Pacific Housing, Inc., a Delaware corporation ("Developer") pursuant to the authority of Article 2.5, Chapter 4, Division Title 7 (§ 65864 et seq. of the Government Code) relating to Development Agreements.

RECITALS

1. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Development Agreement Law (Gov. Code, § 65864 et seq.)
2. The Development Agreement Law permits cities and counties to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements, as authorized by the Development Agreement Law and by common law, assure property developers that they may proceed with their projects with the assurance that approvals granted by public agencies will not change during the period of development. Cities and counties are equally assured that costly infrastructure such as roads, sewers, fire protection facilities, etc., will be available in a timely manner.
3. The parties have, in good faith, negotiated the terms hereinafter set forth which carry out the legislative purpose set forth above and will assure the parties to this Agreement of mutually desirable development in a manner consistent with the CEQA document, the Entitlements, and this Agreement.
4. Developer owns in fee (or holds an option to purchase for a term that is or may be extended for at least the term of this Agreement) the Subject Property as more particularly described on **Exhibit A** hereto, located in the County.
5. County, in response to Developer's application(s), after public hearings and extensive environmental analysis, has granted approval of the Entitlements, as described on the Reference Sheet.
6. In support of the various Entitlements described in paragraph 5 above, and in accord with the California Environmental Quality Act ("CEQA") and State and County guidelines, County has accepted and ratified a CEQA document, as described on the Reference Sheet.
7. Development of the Subject Property pursuant to the terms and conditions of the Entitlements, the General Plan and appropriate environmental determinations will provide for orderly growth and development consistent with the County's General Plan and other development policies and programs.
8. The Planning Commission considered this Agreement, and recommended its adoption to the Board of Supervisors.

9. Having duly considered this Agreement and having held the noticed public hearings, County finds and declares that the provisions of this Agreement are consistent with the maps and text of the County's General Plan.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. The Project. The Project is defined as set forth on the Reference Sheet.

Section 1.2. Subject Property. The Subject Property is more specifically described in **Exhibit A**, which is incorporated herein and made part of this Agreement.

Section 1.3. Definitions. As used in the Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

(a) **Adopting Ordinance** means the ordinance which approves this Agreement.

(b) **Applicable Laws** means the General Plan, Specific Plan (if applicable), County Laws, rules, ordinances, regulations, and official policies governing the processing of entitlements, the permitted uses of the Subject Property, the density or intensity of use, the rate and timing of development, design, improvements, reservation or dedication of land for public improvements, fees, exactions, construction and building setbacks, occupancy and specifications applicable to the Subject Property in effect on the Effective Date of this Agreement.

(c) **Assumption Agreement** means an agreement substantially conforming to the model assumption agreement described in **Exhibit B**, or other agreement in a form approved by the County Counsel, executed by a Landowner with the Developer, expressly assuming various obligations relating to the development of the Project, or portion thereof.

(d) **CEQA** means the California Environmental Quality Act section 21000 et seq., of the Public Resources Code of the State of California.

(e) **Completed Lots** shall mean any single-family residence, any other residential dwelling unit(s), or any non-residential building, and the lot or parcel upon which such residence or building is located, when it has been approved by the County for occupancy.

(f) **County** means the County of Yuba or, if the context otherwise requires, the Board of Supervisors for the County of Yuba, or its designee.

(g) **County Laws** means ordinances, resolutions, rules, regulations, policies, motions, directives, mitigation measures, conditions, standards, specifications, dedications, fees, taxes (including without limitation general, special and excise taxes), assessments, liens, other exactions and impositions, and any other actions having the force of law, that are enacted or adopted by County, or by its electorate through the initiative or referendum process.

- (h) **Current Fees** means those County development impact fees in effect as of the Effective Date and any currently incorporated adjustments or increases therein adopted as of the Effective Date.
- (i) **Developer** shall mean that person or entity that has applied for this Development Agreement as defined on the Reference Sheet.
- (j) **Director** means the Community Development Director for the County, or his/her designee.
- (k) **Effective Date** means the effective date of the Adopting Ordinance.
- (l) **Entitlements** shall mean those approvals listed on the Reference Sheet of this Agreement, approved copies of which are on file with the Board of Supervisors.
- (m) **General Plan** means the General Plan of the County, including the text and maps, as may have been amended in connection with the Project.
- (n) **Landowner** is a party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.
- (o) **New Fees** means those development impact fees adopted by the County after the Effective Date of this Development Agreement.
- (p) **Planning Commission** shall mean the County's Planning Commission, or its designee.
- (q) **Reserved Powers** shall mean those powers explicitly reserved to the County by this Agreement.
- (r) **Revenue Bonds** means the Yuba Levee Financing Authority Revenue Bonds, Series A and Taxable Revenue Bonds, Series B.
- (s) **Subject Property** means the property described in Section 1.2, or the remaining portions thereof after releases from the provisions of this Agreement have been executed as authorized by this Agreement.
- (t) **TRLIA** means the Three Rivers Levee Improvement Authority.
- (u) **YCWA** means the Yuba County Water Agency.

Section 1.4. Exhibits. The Exhibits listed herein are incorporated into this Agreement and made a part hereof. The Exhibits are:

| | |
|------------------|-------------------------------------|
| Exhibit A | Subject Property |
| Exhibit B | Assumption Agreement |
| Exhibit C | Special Conditions and Requirements |

| | |
|------------------|---------------------------------|
| Exhibit D | Sample Notice of Termination |
| Exhibit E | Credit and Reimbursement Policy |

Section 1.5. Incorporation of Recitals. Recitals 1 through 9 are incorporated herein, including all exhibits referred to in the Recitals. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 5, the provisions of Articles 1 through 5 shall prevail.

Section 1.6. Parties to Agreement. The parties to this Agreement are:

- (a) **The County of Yuba.** A political subdivision of the State of California exercising general governmental functions and powers. The principal office of the County is located at 915 8th Street, Marysville, California 95901.
- (b) **Three Rivers Levee Improvement Authority.** A joint powers authority created by the County and RD 784. The principal office of TRLIA is located at the County of Yuba Government Center, 915 Eighth Street, Suite 115, Marysville, California 95901.
- (c) **Developer.** Developer owns in fee or has an equitable interest in the Subject Property.
- (d) **Landowner.** From time to time, as provided in this Agreement, Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 1.7. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions.

Section 1.8. Term of Agreement. This Agreement shall commence upon the Effective Date of the Adopting Ordinance approving this Agreement and shall continue in force for the period shown on the Reference Sheet under "Term." Upon the expiration of the Term as provided for in this section, this Agreement shall automatically terminate and be of no further force and effect; provided however, such termination shall not affect the rights or duties arising from the entitlements for the Subject Property which were approved prior to, concurrently with, or subsequent to the approval of this Agreement.

Section 1.9. Assignment and Assumption. Developer shall have the right to sell, assign, or transfer this Agreement with all the rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. The conditions and covenants set forth in this Agreement and incorporated herein shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. Developer shall provide County with a copy of the Assumption Agreement. Express written assumption by such purchaser, assignee or transferee, to the satisfaction of the County Counsel, of the obligations and other terms and conditions of this Agreement with respect to the Subject Property or such portion thereof sold, assigned or transferred, shall relieve the Developer selling, assigning or

transferring such interest of such obligations so expressly assumed. Any such assumption of Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the County Counsel if executed in the form of the Assumption Agreement attached hereto as **Exhibit B** and incorporated herein by this reference, or such other form as shall be approved by the County Counsel, and a copy sent to the Yuba County Counsel and County Administrative Officer within 10 days of execution by all parties.

Section 1.10. Covenants Running with the Land. Each and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it. Provided however, notwithstanding anything to the contrary above, if any such sale, assignment or transfer relates to a completed residential unit or non-residential building which has been approved by the County for occupancy, this Agreement shall automatically terminate with respect to the Completed Lot. The termination of this Agreement for any Completed Lot shall not be construed to terminate or modify any assessment district or Mello-Roos community facilities district lien affecting such Completed Lot at the time of termination. Upon the request of a Developer, County shall execute such documents as are reasonably requested to remove this Agreement from the public records as it affects each Completed Lot. The County may charge a reasonable fee to process this request.

Section 1.11. Amendment to Agreement (Developer and County). This Agreement may be amended by mutual consent of the parties in writing, in accordance with the provisions of Government Code section 65868, provided that: any amendment which relates to the term, permitted uses, density, intensity of use, height and size of proposed buildings, or provisions for reservation and dedication of land shall require a noticed public hearing before the parties may execute an amendment. Unless otherwise provided by law, all other amendments may be approved without a noticed public hearing.

Any amendment entered into between the County and the Developer shall require the signature of each owner of any portion of the Subject Property to the extent the amendment modifies this Agreement as to that other owner's property.

Section 1.12. Amendment to Agreement (Landowner and County). This Agreement may also be amended, subject to the provisions of Government Code section 65868, between a Landowner who has acquired a portion of the Subject Property from Developer and County as to the portions of the Subject Property then owned by Landowner.

Any amendment entered into between the County and a Landowner shall require the signature of each Landowner of any portion of the Subject Property or the Developer to the extent the amendment modifies the Agreement as to that Landowner's or the Developer's property.

Section 1.13. Releases. Developer, and any subsequent Landowner, shall be deemed released from all further obligations relating to the sold, assigned, or transferred property, upon the date that the County Clerk receives a copy of the Assumption Agreement provided for in Section 1.9.

Section 1.14. Notices. Notices, demands, correspondence, and other communication to County and Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the parties as designated in Section 1.6(a). Notice to the County shall be to the attention of both the County Administrator and the Director. Notices to subsequent Landowners shall be required to be given by the County only for those Landowners who have given the County written notice of their address for such notices. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 1.15. Reimbursement for Agreement Expense of County. Developer agrees to reimburse County for the reasonable and actual expenses over and above fees paid by Developer as an applicant, specifically incurred by County for the modification of the County's form development agreement into the form of this Agreement, including recording fees, publishing fees, and reasonable staff and consultant costs not otherwise covered by application fees then due and payable to the County. Such reimbursement shall be paid to the County within 10 days following invoice by the County. Developer shall also pay any and all delinquent installments of property tax then due for the Subject Property.

Section 1.16. Recordation of Agreement. The County Clerk shall cause a copy of this Agreement to be recorded with the County Recorder not later than ten (10) days after the effective date following execution of this Agreement by the County. Developer hereby covenants that during the period following execution and the recording of this Agreement by the County, Developer shall not, without prior written approval by the County Counsel, cause or allow to be recorded against the Subject Property any instrument affecting the priority, validity or enforceability of this Agreement.

Section 1.17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 1.18. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which became effective after the Effective Date, the remaining provisions shall continue in full force and effect.

Section 1.19. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner, challenging this Agreement, the Entitlements or any approval subsequently granted by the County' for the development of the Subject Property, then the parties and any Landowner agree to cooperate with each other in good faith in connection with the defense of the same. County may elect to tender the defense of any lawsuit filed by a third person or entity to Developer

and/or Landowner(s) (to the extent the litigation, in part or in whole, seeks to overturn or invalidate this Agreement, the Entitlements or any subsequent approval granted for the Subject Property held by or granted to Developer and/or Landowner), and, in such event, Developer and/or such Landowner(s) shall indemnify, hold the County harmless from and defend the County from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. For purposes of this section only, "County" shall include all employees, consultants and agents acting on behalf of the County. Neither party shall settle any such lawsuit without the consent of the other party. The County may elect to participate in the litigation, in which case the Developer and/or Landowner agree to reimburse the County for its litigation costs and fees, including the retention of outside legal counsel and all staff costs. It is the intent of the Parties that the County's participation not result in unnecessary duplication of legal services, but rather that the County's active involvement in the litigation be limited to supervising the preparation of the administrative record or discovery as applicable, monitoring of litigation, and responsive pleadings regarding issues which, in the sole opinion of the County, involve broader County concerns than those immediately affecting the Landowner and/or Developer. Upon written demand of the County, Developer and/or Landowner shall deposit with the County such sums as may be specified by the County as its estimated litigation costs and fees for the following thirty day period. Both parties shall act in good faith, and shall not unreasonably withhold consent to settle. In the event that the County elects to settle a claim, and Developer refuses to also settle, County at its sole option may require Developer to post security in a form and amount reasonably acceptable to the County, for the performance of Developer's duties under this section. If the Developer, within 30 days of receiving written notice from County, fails to post this security, the Developer shall settle the claim on terms as previously approved by the County. This provision shall survive the termination of this Agreement.

Section 1.20. Waiver of Claims. Developer waives, as to the Subject Property only, any and all existing claims that it may have against the County, its agents, employees and consultants, arising out of the adoption and/or application of development requirements and standards, impact fees, the adoption of this Agreement or approval of the Entitlements and all of the proceedings, acts or determinations made prior thereto.

Section 1.21. Priority of Enactment. In the event of conflict between the Development Agreement, the Entitlements and the County Laws, the parties agree that the following sequence of approvals establishes the relative priority of approvals, each approval superior to the approvals listed thereafter: (1) **Exhibit C** to this Agreement; (2) the Development Agreement; (3) the Entitlements and (4) the County Laws. In the event of a conflict between two or more of the foregoing documents, the language of that document which is superior in priority as provided above shall govern.

ARTICLE 2

THE PROJECT AND DEVELOPMENT OF THE SUBJECT PROPERTY

Section 2.1. Limited Vested Right. During the Term of and subject to the terms of this Agreement the Developer's rights shall be vested only as to the Entitlements. "Vested" shall

mean that except as to express limitations and reservations contained in this Agreement, Developer has a fully vested right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements, and Developer's Entitlements shall not be subject to changes in Applicable Laws. In the event that the County grants an approval or permit in the implementation of the Project, the approval or permit shall be pursuant to Applicable Laws and shall also be considered vested. This section shall not be construed to limit the authority, or obligation of the County to hold necessary public hearings, or to limit the discretion of the County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements, which require the exercise of discretion by the County or any of its officers or officials in accordance with the Applicable Laws, or those reserved powers set forth in Section 2.6. The foregoing shall not be deemed to limit Developer's rights to seek a modification or amendment to the Entitlements.

Section 2.2. No Moratorium, Quotas, Restrictions, or Other Growth Limitations.

Except as otherwise provided by the terms and conditions of this Agreement or the Entitlements, no ordinance, resolution, rule, regulation or policy of County shall be applied, imposed or enacted by County, by resolution, ordinance, initiative, or otherwise, which in any way relates to the rate, timing or sequencing of the development or use of the Subject Property, or any improvements related thereto, including without limitation, any no-growth or slow-growth moratoriums or annual development allocations, quotas or limitations, or in any way conflicts with the permitted uses, density and intensity of uses, maximum building height and size set forth in the Entitlements; provided, however, Developer shall be subject to any such growth limitation ordinance, resolution, rule; regulation or policy which is adopted on a uniformly applied, County-wide basis and directly concerns an immediate, verifiable adverse risk to public health or safety, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all properties which are zoned consistent with Developer's zoning set forth in the Entitlements. Without limitation of the foregoing, any future County rules, ordinances, regulations or policies, whether by specific reference to the development of the Subject Property or as part of a general enactment that directly or indirectly applies to the development of the Subject Property, shall be considered to conflict with this Agreement if it has any one or more of the following effects: (a) limits or reduces the number of lots or square footage which may be developed on the Subject Property, the density or intensity of use allowed under the Entitlements, (b) imposes or increases any fees, exactions or other monetary obligation from what is set forth in Applicable Law, the Entitlements or the terms of this Agreement, (c) limits utilities, services or related facilities or rights to use such utilities, services or privileges for the Subject Property or that condition development or construction on the availability of public services and/or facilities (for example, the presence of a specified traffic level of service or water or sewer availability) other than as set forth in the Entitlements, (d) limits or controls in any manner the growth or other rate, timing, phasing, or sequencing of the approval or development of the Subject Property, whether by moratorium, growth restriction, or any mechanism by which the development is tied to the availability of public services, and/or facilities or otherwise, (e) limits the maximum height, bulk and size of proposed buildings from what is set forth in Applicable Law, (f) applies to the Subject Property any future County law otherwise allowed by this Agreement that is not applied on a County-wide basis to all substantially similar developments and properties, (g) changes any land use designation or permitted use vested by this Agreement on the Subject Property without the consent of

Developers, (h) requires the issuance of additional permits or approvals by County other than those required by Applicable Laws, or (i) limits the processing of, or the obtaining of, any subsequent entitlements or approvals necessary for the development of the Subject Property as contemplated by this Agreement.

Section 2.3. Permitted Uses and Development Standards. The permitted uses and development standards shall be those as set forth in and permitted by the Entitlements, County Zoning, Applicable Laws and subdivision and land development standards as of the Effective Date.

Section 2.4. Application, Processing and Inspection Fees. Application fees, processing fees, and inspection fees that are revised during the term of this Agreement shall apply to the development pursuant to this Agreement, provided that such revised fees apply generally to similar private projects or works within County.

Section 2.5. Impact Fees. [Intentionally Omitted—See Exhibit C: Special Conditions and Requirements]

Section 2.6. Reserved Powers. Notwithstanding any other provision of this Agreement, and without limitation as to any other requirements or exceptions contained in this Agreement, the County retains the authority to take the following actions and apply the same to the Subject Property:

(a) The authority of the Board of Supervisors to adopt regulations to protect the County and its citizens from an immediate and significant adverse risk to health and safety. This shall include, but not be limited to, lack of sufficient sewer and/or water facilities, but not school facilities.

(b) Adopt new or amended building codes (as may be amended by the County), including, but not limited to, the Uniform Building Code, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electrical Code, Uniform Housing Code, and Uniform Sign Code, that generally apply equally to all buildings, structures and real property in the County.

(c) Adopt land use regulations, ordinances, policies, programs, resolutions or fees generally applicable to similar development projects adopted or undertaken by County as and only to the extent necessary to comply with state or federal laws, or regulations, provided that in the event that such state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

(d) Adopt county land use regulations, ordinances, policies, programs or resolutions adopted after the Effective Date, which are in conflict with the Applicable Laws, but the application of which to the development of the Subject Property has been consented to in writing by the Developer and/or the applicable Landowner by later separate document, which consent Developer and/or Landowner may withhold in their sole and exclusive discretion.

Section 2.7. Obligation and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust or other security instrument with respect to the Subject Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but, in the event said holder takes title to the Subject Property through foreclosure of a mortgage or a deed of trust, or deed-in-lieu of such foreclosure, said holder shall be bound by all of the terms and conditions of this Agreement which pertain to the Subject Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Subject Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Subject Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Subject Property, or such portion thereof, which accrue prior and subsequent to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Subject Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

Upon foreclosure or deed-in-lieu thereof, a lender has no obligation to pay any amounts related to the Subject Property, unless said lender or successor-in-interest elects to use the Entitlements to develop the Subject Property.

Section 2.8. Tolling and Extension During Legal Challenge or Moratoria.

(a) If this Agreement, any of the Entitlements or any subsequent entitlements, approvals or permits required to implement the Entitlements (such as any required fill permit) are subjected to legal challenge by a third party, other than Developer, and Developer cannot or elects not to proceed with development of the Subject Property during such litigation, the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer to County, be extended and tolled during such litigation until the entry of final order or judgment upholding this Agreement, the Entitlements, subsequent entitlements, approvals and/or other permits required to implement the Entitlements, or the litigation is dismissed by stipulation of the parties.

(b) If this Agreement, any of the Entitlements or any subsequent entitlements, approvals or permits required to implement the Entitlements are subjected to moratoria, and Developer cannot or elects not to proceed with the development of the Subject Property during such moratoria, the Term of this Agreement and timing for obligations imposed pursuant to this Agreement shall, upon written request of Developer to County, be extended and tolled during such moratoria. Moratoria shall be defined as restrictions, moratorium or de facto moratoria on approval or recordation of final maps, issuance of building permits, final inspections or certificates of occupancy, or approval or issuance of other such entitlements or permits, at the time of the transfer which would limit the reasonable ability to construct in a similar fashion a development project previously approved by the County.

Section 2.9. Timing of Construction and Completion. Notwithstanding any provision of this Agreement to the contrary, there is no requirement that Developer initiate or complete development of the Subject Property or any particular phase of development of the

Subject Property within any particular period of time, and County shall not impose such a requirement on any subsequent approval. The parties acknowledge that Developer cannot at this time predict when, or the rate at which or the order in which, phases will be developed. Such decisions depend upon numerous factors that are not within Developer's control, such as market orientation and demand, interest rates, competition, and other similar factors. In light of the foregoing, the parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, for whatever reason, and that Developer shall determine the order in which portions of the Subject Property shall be developed. Without limiting of any of the foregoing, the parties specifically desire to avoid the consequences of the holding of the California Supreme Court in *Pardee Construction Co. v. County of Camarillo* (1984) 37 Cal.3d 465, which held that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement; consequently, the parties agree that Developer shall have the right to develop the Subject Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Nothing in this Section 2.9 shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.

Section 2.10. Property Tax. Developer shall pay all installments of property tax applicable to the Subject Property prior to such installments becoming delinquent.

ARTICLE 3

DEFAULT

Section 3.1. General Provisions. Subject to extensions of time by mutual consent in writing, any failure to perform any term or provision of this Agreement by County, by Developer or by Landowner not released from this Agreement to perform any term or provision of this Agreement, shall constitute a default in the event (a) the party alleging such default or breach gives the other party or Landowner not less than sixty (60) days notice in writing specifying the nature of the alleged default and the manner in which said default may be cured, and (b) the said other party does not cure the breach or default within said sixty (60) days (or, if the cure cannot be accomplished within 60 days, if said other party does not commence the cure within 60 days and diligently prosecute the cure thereafter.) During any such sixty (60) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the sixty (60) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at his/her option, institute legal proceedings pursuant to this Agreement or give notice of his/her intent to terminate this Agreement pursuant to California Government Code section 65868 and any regulations of the County implementing said Government Code section. Following notice of intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review in the manner set forth in

Government Code sections 65865, 65867, and 65868 and County regulations implementing said sections by the County within thirty (30) calendar days.

Following consideration of the evidence presented in said review before the County and an additional 30-day period to cure, either party alleging the default by the other party or Landowner may institute legal proceedings or may give written notice of termination of this Agreement to the other party; provided, however, a Landowner may only give such notice with respect to such portion of the Subject Property in which Landowner owns an interest.

Section 3.2. Annual Review. The County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with the terms of this Agreement. Such periodic review by the Director, unless referred to the Planning Commission or the County Board of Supervisors shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. Each said review shall be completed within sixty (60) days of the first meeting of the Planning Commission and the County Board of Supervisors, respectively, at which such review is undertaken, unless said period is extended by mutual consent of the County and Developer. Failure to complete said review within the prescribed period shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review, the result of which the local agency finds and determines on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Development Agreement, may result in amendment or termination of this Agreement in accordance with Government Code section 65865.1. The County may charge the Developer a reasonable fee for such annual review to defray the cost to the County to process and conduct such annual review.

The County shall deposit in the mail or fax to Developer and/or Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) days prior to such periodic review. Developer or Landowner shall be entitled to appeal a determination of the Director to the Commission and then to the Board of Supervisors. Any appeal must be filed within ten (10) days of the decision of the Director, or the Commission, as the case may be. Developer or Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the Commission, Board of Supervisors, and/or Director, as the case may be.

Section 3.3. Developer Default Limited to Property/Entity; Separate Obligations of Owners. Except as specified herein in Section 3.1, no default hereunder in performance of a covenant or obligation with respect to a particular portion of the Subject Property shall constitute a default applicable to any other portion of the Subject Property, and any remedy arising by reason of such default shall be applicable solely to the portion of Subject Property where the default has occurred. Similarly, the obligations of the Developer and Landowners shall be severable and no default hereunder in performance of a covenant or obligation by any one of them shall constitute a default applicable to any other owner who is not affiliated with such defaulting owner, and any remedy arising by reason of such default shall be solely applicable to the defaulting owner and the portion of the Subject Property owned thereby.

Section 3.4. Default by County. In the event the County does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise provided in this Agreement, or the County otherwise defaults under the terms of this Agreement, Developer and/or Landowner may give written notice thereof to the County and if not cured within sixty (60) days following receipt of such notice, Developer shall have all rights and remedies provided herein or under applicable law, including without limitation the right to pursue actions for mandamus, specific performance, or injunctive or declaratory relief to enforce this Agreement. Notwithstanding the foregoing sentence, the County, Developer and Landowner each waives any and all rights to seek monetary damages from any other party as a result of any breach or alleged breach of such other party's obligations hereunder, excluding (a) any claim for refunds of fees or excess fee payments imposed inconsistent with this Agreement, and (b) County claims regarding payment of fees, taxes, assessment and other charges, including Levee Fees. In the event the County is in default under the terms of this Agreement, any resulting delays in Developer's performance caused thereby shall not constitute grounds for termination or cancellation of this Agreement.

Section 3.5. Default by and Remedies of TRLIA. TRLIA's rights and obligations under this Agreement are specifically limited to those rights and obligations specifically attributed to TRLIA as set forth in Exhibit C to this Agreement. TRLIA is considered a third party beneficiary of Exhibit C and shall have a right to enforce all obligations of Developer as set forth in Exhibit C to this Agreement. In the event that TRLIA defaults under the terms of this Agreement, Developer and/or Landowner may give written notice thereof to TRLIA with a copy to the County, and if not cured within sixty (60) days following receipt of such notice, Developer's sole remedy shall be the right to pursue actions for mandamus, specific performance, or injunctive or declaratory relief against TRLIA to enforce this Agreement. Notwithstanding the foregoing sentence, TRLIA, Developer and Landowner each waives any and all rights to seek monetary damages from any other party as a result of any breach or alleged breach of such other party's obligations hereunder, excluding any claim for refunds of fees or excess fee payments imposed inconsistent with this Agreement. In the event TRLIA is in default under the terms of this Agreement, any resulting delays in Developer's performance that are directly caused thereby shall not constitute grounds for termination or cancellation of this Agreement.

Section 3.6. Cumulative Remedies of Parties/Waiver of Right to Damages. In addition to any other rights or remedies, County, Developer and any Landowner may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Agreement. Notwithstanding the foregoing sentence, the County, Developer and Landowner each waives any and all rights to seek monetary damages from the other party as a result of any breach or alleged breach of such other party's obligations hereunder, excluding any claim for refunds of fees or excess fee payments imposed inconsistent with this Agreement.

ARTICLE 4

TERMINATION

Section 4.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term as defined on the Reference Sheet or when the Subject Property has been fully developed and all of the Developer's obligations in connection therewith are satisfied. Upon termination of this Agreement, the County shall record a notice of such termination in a manner substantially similar to the form attached hereto as **Exhibit D**. This Agreement shall automatically terminate and be of no further force or effect as to Completed Lots.

Section 4.2. Effect of Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the County General Plan and the terms and conditions of any applicable zoning, or subdivision map or other land use entitlements approved with respect to the Subject Property, any other covenants or any other development requirements specified in this Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees, or taxes. Termination of this Agreement shall not affect Developers rights and duties under Exhibit C to this Agreement.

Section 4.3. Effect of Termination on County. Upon any termination of this Agreement, as provided for under the terms and conditions of this Agreement, as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the Subject Property affected by such termination (provided vesting of entitlements, conditions or fees applicable to the Subject Property shall be governed by planning and zoning law) and the County shall no longer be limited, by this Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to such property. Except as may be set forth in section 1.10 of Exhibit C, termination of this Agreement shall not affect County or TRLIA rights and duties under Exhibit C to this Agreement.

ARTICLE 5

STANDARD TERMS AND CONDITIONS

Section 5.1. Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Yuba.

Section 5.2. 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.

Section 5.3. 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.

Section 5.4. 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.

Section 5.5. 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.

Section 5.6. 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.

Section 5.7. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

Section 5.8. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

Section 5.9. 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.

Section 5.10. Modification. No, modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification is 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.

Section 5.11. 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.

Section 5.12. 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.

Section 5.13. 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.

Section 5.14. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Section 5.15. Time Is of the Essence. Time is of the essence of this Agreement and each covenant and term a condition herein.

Section 5.16. 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.

Section 5.17. Document Preparation. This Agreement will not be construed against the party preparing it, but will be construed as if prepared by all parties.

Section 5.18. Advice of Legal Counsel. Each party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, and freely entered into this Agreement.

Section 5.19. Estoppel Certificate. Within thirty (30) days following any written request which either party may make from time to time, and upon payment of a fee to the County to reimburse the County for its reasonable expenses associated herewith, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications; and

(b) there are not current uncured defaults under this Agreement or specifying the date, nature of any default and manner of cure.

This certificate may be executed by the Director.

Section 5.20. Attorneys Fees and Costs. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

Section 5.21. Consent/Subordination. Unless waived in writing by the County Counsel, Developer shall furnish proof satisfactory to the County, prior to approval of the Agreement that all persons possessing a legal interest in the Subject Property have consented to the recording of this Agreement in the County Recorder's Office against the Subject Property. Unless waived in writing by the County Counsel, the County shall require subordination by all

lenders of record as a condition precedent to the County approval of the Agreement. The County shall have no duty to subordinate its interest in this Agreement.

Section 5.22. Calculation of Time Periods. All calculation of time periods shall be based upon calendar days unless a different intent is clearly stated.

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the dates set forth in the Preamble.

COUNTY:

COUNTY OF YUBA,

a political subdivision of the State of California

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: Clerk of the Board

APPROVED AS TO FORM:

By: _____

Name: JOHN VACZEK

Title: County Counsel

DEVELOPER:

Western Pacific Housing, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Developer's Counsel

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the dates set forth in the Preamble.

COUNTY:
COUNTY OF YUBA,
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: Clerk of the Board

APPROVED AS TO FORM:

By: _____

Name: _____

Title: County Counsel

DEVELOPER:
Western Pacific Housing, Inc., a Delaware corporation

By: _____

Name: RUSSELL AMETER

Title: VICE PRESIDENT

APPROVED AS TO FORM:

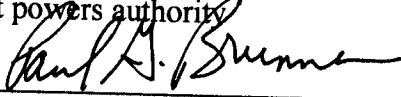
By: _____

Name: _____

Title: Developer's Counsel

TRLIA:

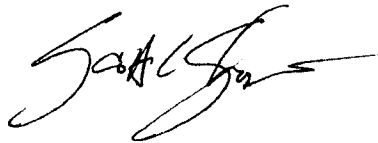
Three Rivers Levee Improvement Authority
a joint powers authority

By: 

Name: PAUL G. BRUNNER

Title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

By: 

Name: _____

Title: TRLIA Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Placer)

On November 20, 2015 before me, B. Clarke, Notary Public, personally appeared

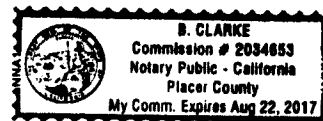
RUSSELL AMETER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

B. Clarke



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

LIST OF EXHIBITS

- Exhibit A** Legal Description of Subject Property
- Exhibit B** Assumption Agreement
- Exhibit C** Special Conditions and Requirements
- Exhibit D** Sample Notice of Termination
- Exhibit E** EPS Credit and Reimbursement Policy &
LWA TRLIA Levee Fee Credits / Reimbursements

Exhibit "A"

Lots 21, 22, and 23 and a portion of Lots 20 and 24 of that map entitled "Tract Map 93-560 of River Oaks" filed in Book 66 of Maps, Page 33, situate in County of Yuba, State of California, described as follows:

BEGINNING at the northeasterly corner of said Lot 21; thence from said **POINT OF BEGINNING**, along the east line of said Lot 21, South 08°47'51" East 1,950.00 feet to the southeast corner of said Lot 21; thence along the southerly boundary lines of said Lots 21 and 20 the following eight (8) course: 1) North 84°39'16" West 8.82 feet; 2) North 76°34'29" West 36.79 feet; 3) North 62°13'26" West 84.69 feet; 4) North 66°12'58" West 46.72 feet; 5) North 08°47'51" West 174.96 feet; 6) South 88°42'24" West 707.73 feet; 7) South 63°45'24" West 319.32 feet; and 8) South 72°32'24" West 894.85 to a point on the easterly boundary line of Highway 70; thence along said easterly boundary line the following five (5) courses: 1) North 00°00'13" West 44.68 feet; 2) North 03°36'51" East 333.91 feet to a point of curvature; 3) along the arc of a curve to the right having a radius of 807.16 feet, a central angle of 32°38'41", and an arc length of 459.89 feet to a point of tangency; 4) North 36°15'33" East 205.02 feet to a point of curvature; and 5) along the arc of a curve to the left having a radius of 588.31 feet, a central angle of 20°20'32", and an arc length of 208.87 feet to a point on the south line of Lot 19 of said Map; thence along said south line, East 486.36 feet to the southeast corner of said Lot 19, said point also being on the southerly projection of the centerline of Chalice Creek Drive as shown on said Map; thence along the east line of said Lot, North 300.59 feet to the centerline intersection of Feather Ridge Drive and Chalice Creek Drive; thence along the centerline of Feather Ridge Drive, South 89°57'27" West 60.07 feet to a point on said easterly boundary line of Highway 70; thence along said easterly boundary line the following four (4) course: 1) North 69.89 feet; 2) North 80°06'07" West 261.06 feet to a point of curvature; 3) along the arc of a curve to the right having a radius of 597.17 feet, a central angle of 56°23'06", and an arc length of 587.68 feet to an angle point; and 4) North 13°39'45" West 198.01 feet to a point on the north line of said Lot 24; thence along the north line of Lots 24, 23, and 21, East 1,671.71 feet to the **POINT OF BEGINNING**.

###

Murray Smith & Associates
Engineering Inc.

September 5, 2014
14-029

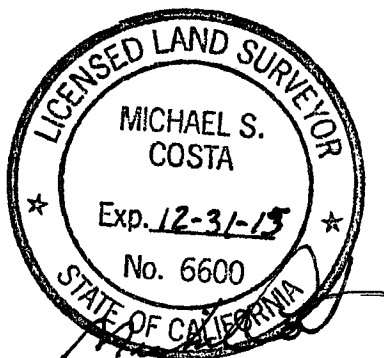


EXHIBIT "A"

HIGHWAY 70

POR. LOT 24
66 B.M. 33

LOT 23
66 B.M. 33

POINT OF
BEGINNING

LOT 22
66 B.M. 33

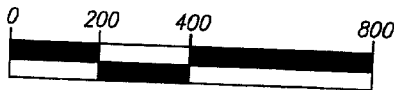
LOT 21 - 66 B.M. 33

POR. LOT 20
66 B.M. 33

CHALICE CREEK DR.

FEATHER

RIDGE DR.



SCALE: 1"=400'

CALC:
DRN:
CKD:
APRVD:

DEVELOPMENT AGREEMENT EXHIBIT
RIVER OAKS SOUTH
COUNTY OF YUBA

MSA ENGINEERING, INC.
ROSEVILLE, CALIFORNIA

DATE: 9/14
SCALE: 1"=400'
FB: N/A
WO: 14-029

J:\Projects\14-029\Mapping\DA Exhibit B.dwg 9/5/2014 10:45:15 AM PDT

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "this Agreement") is entered into this ____ day of _____, 20____, by and between _____ (hereinafter called "Owner") and _____ (hereinafter "Assignee").

RECITALS

A. On _____, 20____, the County of Yuba and Owner entered into that certain agreement entitled "Development Agreement," approved by Ordinance _____ (hereinafter "Agreement"), relative to the development known as _____ (hereinafter "Subject Property").

B. Owner entered into a purchase and sale agreement whereby a portion of the Subject Property will be sold to Assignee, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

C. Owner desires to assign all of its interests, rights and obligations under the Agreement with respect to the Assigned Parcel(s).

D. Assignee desires to assume all Owner's rights and obligations under the Agreement with respect to the Assigned Parcel(s).

NOW, THEREFORE, Owner and Assignee hereby agree as follows:

1. Owner hereby assigns effective as of Owner's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, interest, burdens and obligations of Owner under the Agreement with respect to the Assigned Parcel (s), including all applicable Levee Impact Fee credits as discussed in Exhibit C, attached hereto and incorporated herein by this reference. Owner retains all the rights, interest, burdens and obligations under the Agreement with respect to all other property within the Subject Property owned thereby.

2. Assignee hereby assumes all of the burdens and obligations of Owner under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Owner under the Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Owner and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall be come substituted for Owner as the "Developer" under the Agreement with respect to the Assigned Parcel(s).

3. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR / OWNER

By: _____

Name: _____

Title: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

EXHIBIT C

SPECIAL CONDITIONS AND REQUIREMENTS

This Exhibit C is attached to and made a part of that certain Development Agreement dated as of _____, 2015 (the "Development Agreement"), by and between the County, TRLIA and the Developer named therein. For purposes of this Exhibit C, "Developer" shall mean Western Pacific Housing, Inc. The terms and conditions of this exhibit shall survive should the Development Agreement terminate prior to completion of reimbursements required herein.

Section 1.1 Background. Developer, or Developer's predecessor in interest as owners of the subject Property, was a party to (a) that certain Agreement For Advanced Funding and Reimbursement of Costs for Levee Improvements dated April 19, 2005 ("2005 Advanced Funding Agreement") and (b) the Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements, dated as of August 29, 2006, ("Second Funding Agreement"), (the 2005 Advance Funding Agreement and the Second Funding Agreement being sometimes collectively referred to herein as the "Funding Agreements"), which relates to the construction of certain flood protection improvements benefitting the Plumas Lake Specific Plan and the North Arboga Study Area, which area is generally described as the South Yuba Basin. In order to pay for costs associated with levee improvements in the South Yuba Basin, on November 18, 2008, the Board of Supervisors of the County of Yuba adopted Ordinance No. 1465, enacting the Three Rivers Levee Impact Fee ("Levee Fee"). The Levee Fee was based on the then estimated cost to complete the levee improvements. As a party to the Funding Agreements, Developer advanced funded certain amounts for the Levee Fee to be used for the levee improvements described above. By making advanced payments pursuant to the Second Funding Agreement, Developer became authorized under the terms of the Second Funding Agreement to record final maps and to have a certain number of building permits issued upon request for the Project.

At the time of the execution of the Second Funding Agreement, the anticipated levee improvements included strengthening in place improvements to the existing left (east) Feather River levee from the Bear River Setback levee to the Yuba River, however, a Feather River setback levee from Star Bend to Shanghai Bend (the "Feather River Setback Levee") was contemplated. In early 2008, the decision was made to change certain portions of the levee improvement project to include the Feather River Setback Levee. By doing this, the state of California committed to providing more than \$135 million in funding, pursuant to Prop 1E and 84. Due to the receipt of the State grant funds, the amount of local funds needed to complete the levee improvements was reduced. This reduction caused the Levee Fee to be reduced. The Levee Fee was reduced with the adoption of Ordinance No. 1465 by the Board of Supervisors of the County of Yuba on November 18, 2008.

Due to the reduction of the Levee Fee, Developer claims a right of reimbursement and/or credit. This right is based on prior advanced funding made in excess of the amount required under the Levee Fee, as adjusted by Ordinance No. 1465 (herein "Prior Advanced Funding").

The County of Yuba has adopted certain policies to address the claimed rights of reimbursement or credit for Prior Advanced Funding. Those policies are set forth in the Three Rivers Levee

Credit and Reimbursement Policies and Procedures (the "Credit and Reimbursement Policy"). The Credit and Reimbursement Policy prepared by Economic & Planning Systems dated March 11, 2009 and the technical memorandum prepared by Larsen Wurzel & Associates, Inc. dated October 19, 2015 clarifying the River Oaks South fee credit transfer from Wheeler Ranch Units 4 & 5, (the "River Oaks South Fee Credit Memorandum") are hereby incorporated into and made a part of the Agreement, are attached as Exhibit E. To the extent there is any inconsistency between this Agreement and the Credit and Reimbursement Policy and the River Oaks South Fee Credit Memorandum as to the timing, manner or amount of credit or reimbursement due, the this Agreement shall control.

Section 1.2 Use of Credits. The Parties to this Agreement agree that the Credit and Reimbursement Policy sets forth the amount of credit and reimbursement owed the Developer in connection with Prior Advanced Funding. The River Oaks South Fee Credit Memorandum concludes that based on the Prior Advanced Funding by the Developer at Wheeler Ranch Units 4 and 5 and Exhibit E of the Second Funding Agreement, the following:

- a. Developer is hereby authorized to use the full reimbursement due (based on excess funding of their levee obligation) in the amount of \$3,095,290 (51.452 acres) as a credit (based on gross developable acreage) towards the required Levee Fee due by Developer at River Oaks South Villages 1, 2 and 3;
- b. Based on Prior Advanced Funding by Developer at River Oaks South, Developer is entitled to an additional \$411,249 (6.836 acres) in credit (based on gross developable acreage) towards the required Levee Fee due by Developer at River Oaks South Villages 1, 2 and 3; and
- c. Excess credit of \$293,817 (4.884 acres) may be used at the Developer's discretion: (i) as a credit applied by Developer towards the Levee Impact fee for the commercial acreage at final map (\$100,502 per acre based on the square footage of the project for commercial development) as set forth in Table 5 of the River Oaks South Fee Credit Memorandum; or (ii) to receive reimbursement based on the procedures outlined in Section 1.3.2 below.

Section 1.2.1. For those units included in the Project for which Developer has applied for a building permit after April 19, 2005 and on or before October 21, 2008, the Levee Fee shall be levied at the current rate as set forth in Ordinance No. 1465 and the Developer shall receive full credit for such fees from the amount advance funded, as more specifically set forth in the Credit and Reimbursement Policy.

Section 1.2.2. For those units for which the Developer has applied for a building permit after October 21, 2008, Developer shall receive credit for the Levee Fee imposed on the Project on a proportionate basis for the remainder of the Project. For those building permits applied for after October 21, 2008, Developer will pay a portion of the Levee Fee at the rate set forth in Ordinance No. 1465 and at the time and in the manner required herein, based on the relative proportionality between the remainder of the Project not able to be funded from credit and the

total remaining acreage left in the Project after all previously absorbed units, all consistent with the provisions of the Credit and Reimbursement Policy. The County will calculate the amount of the Levee Fee due after the credit at the time the individual building permits are issued for each unit to be constructed on the Project pursuant to a building permit applied for after October 21, 2008. The amount of the credit and how it will be applied is more specifically set forth in the Credit and Reimbursement Policy.

Section 1.2.3. To the extent that the Developer is developing multiple projects which were subject to the Second Funding Agreement and one project has advanced funded Levee Fees in excess of its total obligation and is due reimbursement, that reimbursement may be applied and added to the credit of any of Developer's other projects that will have a remaining obligation to pay Levee Fees. The manner in which the credit from a project that has paid fees in excess of its total obligation may be applied to the credit of Developer's other projects is set forth in Appendix A of the Credit and Reimbursement Policy.

Section 1.3. Reimbursement of Levee Fees. If the amount owed to Developer for Prior Advanced Funding in excess of obligations owed under the current Levee Fee is not satisfied by application of credit to the Project or transfer of the credit to another project as set forth in Section 1.2.3., the remaining amount due will be reimbursed to Developer, solely from Levee Fees collected from others, and then only as follows:

Section 1.3.1. From and After March 1, 2015 and until all Reimbursements are Complete. Commencing on March 1, 2015 twice per year distributions of Levee Fee revenue will occur as follows: (a) initially, 100% of the revenues collected will go to fund the scheduled debt service due on the borrowing to fund levee improvements secured by lease and installment payment obligations of the County and YCWA and (b) any remaining Levee Fee revenue will be split between those parties determined by the County to be due reimbursements (including the County and YCWA) on a proportionate basis, based upon the aggregate principal amount of their outstanding reimbursement.

Section 1.3.2. Interest. Any reimbursement owed to Developer, as well as to County or YWCA, will accrue interest at a rate of 5.534% per annum. Interest will be calculated on a monthly compounding rate.

Section 1.3.3. Acknowledgment. Except as set forth in this Exhibit C and the Credit and Reimbursement Policy. Developer acknowledges and agrees that no other reimbursement or Credit is due for funds advanced under prior agreements concerning construction of the Levees, including the 2005 Funding Agreement and/or the Second Funding Agreement.

Section 1.3.4. Inspection of Records. Developer shall have the right to review and inspect records of the County with respect to Levee Fees and other revenue sources available to make payments or reimbursements to Developer under this Section 1.3. Developer must give the County reasonable notice of any such request.

Section 1.4. Extension of Tentative Map Life. The expiration date of any existing tentative map within the Subject Property, subject to the Credit and Reimbursement Policy, is extended for twenty (20) years from the original approval date, inclusive of any and all other extensions which may be provided by law.

Section 1.5. County Imposed Development Fees. The County shall not impose any New Fees relating to the Project through 2019. Notwithstanding the forgoing, the County may impose New Fees as follows: (a) any Traffic Impact (Road Improvements) component of the County-Wide Capital Facility Fee and, (b) any fees levied for the purpose of offsetting the cost of regional park improvements, provided, however, that the cumulative new fees levied for regional park improvements shall not exceed Two Thousand Dollars (\$2,000) per dwelling unit contained in the Project. To the extent a New Fee is levied against the Project pursuant to one of the exclusions listed herein, that New Fee shall be imposed and levied in a manner consistent with all applicable State and local laws and regulations. Development impact fees imposed by entities other than the County or by the County on behalf of other entities are not subject to this provision.

Section 1.6. Impact Fee Lock. The County shall not increase any Current Fees relating to the Project through 2019. Notwithstanding the forgoing, the County may increase Current Fees as follows: (a) any currently incorporated escalator adopted with and incorporated into the Current Fee; (b) any increase to the current Traffic Impact (Road Improvements) component of the County-Wide Capital Facility Fee; (c) and any change or increase to the current PLSP/NASA Road Improvement Fee. To the extent a Current Fee levied against the Project is changed or increased pursuant to one of the exclusions listed herein, that change or increase shall be imposed and levied in a manner consistent with all applicable State and local laws and regulations. Development impact fees imposed by entities other than the County or by the County on behalf of other entities are not subject to this provision.

Section 1.7. Developer to Receive Benefit of Reduction in Fees. Notwithstanding any of the other terms of this Agreement, any reduction to Current Fees or New Fees that is applied to development within the County generally shall be applied to the Project.

Section 1.8. Deferral of Collection of Impact Fees. The balance of the Levee Fee due after application of credit as described in 1.2 above with respect to units in the Project, shall be calculated for each unit at the time a building permit is issued for that unit, but the collection by the County of the amount due shall be deferred until the final inspection of the unit for which the building permit is issued (in a manner consistent with Yuba County Ordinance No. 1461). The duration of this fee deferral will be for ten (10) years from the Effective Date of this Development Agreement. The collection of all other development impact fees and County-Wide Capital Facility Fees will be deferred in a manner consistent with the Yuba County Ordinance No. 1461, except that, the duration of the deferral will be ten (10) years from the date of this Development Agreement. Following any such deferral period, all fees will be due and payable as and when levied in accordance with County policy. Development impact fees imposed by entities other than the County or by the County on behalf of other entities are not subject to this provision.

Section 1.9. [Intentionally left blank]

Section 1.10. [Intentionally left blank]

Section 1.11.1 Flood Insurance. Developer shall provide, at no cost to all new residents (including the initial sale by the Developer and all subsequent resales) of homes constructed by such Developer within the Affected Area (as defined in the Second Funding Agreement) since 2003 (i.e., homes for which building permits were issued from and after January 1, 2003), flood insurance and renewals of flood insurance only through the Completion of the Levee or until December 31, 2010 (whichever occurs first). As used in this Section, "Completion" shall mean the earlier of: (i) the date on which a notice of completion is recorded by the general contractors performing TRLIA's Phase 4 work, or (ii) the date on which a determination of substantial completion of TRLIA's Phase 4 work is made by the Executive Officer of the Central Valley Flood Protection Board. The County and TRLIA will reasonably cooperate in assisting Developer to fulfill this requirement, including but not limited to providing for notice of resales of homes within the Project to be provided to Developer. The renewals and subsequent issuance of flood insurance provided by the Developer shall satisfy the minimum requirements of the National Flood Insurance Program for a standard dwelling policy.

Section 1.11.2 Notice Requirements to New and Existing Homeowners. Developer shall take the following steps to increase the awareness of flood risk by new and existing purchasers of homes within the Project:

(a) At the time of execution of a sales contract for a new home within the Project, Developer shall distribute an informational packet prepared by TRLIA on the status of the Levee Improvement Program. Purchasers will then be requested to sign an acknowledgment sheet that they have received the packet and are aware of the flood risks associated with the Project.

(b) At the time of closing on a new home within the Project, Participant shall require execution by the new purchaser of the home of a Notice of Acknowledgement stating that the purchaser understands that the Developer (home builder) is purchasing flood insurance for the purchaser of the home (including the terms of that insurance and the period for which that insurance will be purchased) and that the purchaser of the home has received an information packet on the Levee Improvement Program and the risk of purchasing a home within the Project.

(c) Four times a year until certification of all levees required under the Levee Improvement Program, TRLIA shall prepare and distribute through the mail to new and existing purchasers of new homes within the Project an information packet on the Levee Improvement Program and any information provided by the County or TRLIA to the Developer on steps that such purchasers may take to reduce the risk of flooding to homes within the Project, such as being aware of the County's pre-hazard mitigation program, time-inundation maps, and hazard evacuation routes. Developer shall reasonably assist TRLIA to provide such information packets.

Section 1.11.3 Evacuation and Prehazard Mitigation Program. County commits to continue to use reasonable diligence to inform residents within the Project, including portions of Reclamation District 784, of the risk of flooding and to further refine, improve, and make available the County's Evacuation Plan and Prehazard Mitigation Plan.

Section 1.11.4 Accounting, Auditing and Reporting.

(a) TRLIA and County shall use best efforts to properly account for all sums paid to and grants received by TRLIA and County for the Levee Improvement Program.

(b) Developer has the right, upon not less than three (3) business days notice, at all reasonable times, to inspect the books and records of TRLIA and County pertaining to the Levee Improvement Program, as pertinent to the purposes of this Agreement.

(c) Upon request each year by Developer, TRLIA shall deliver to Developer the audited financial statement prepared by a qualified independent auditor pertaining to the Levee Improvement Program for each fiscal year, including all revenues and expenditures of TRLIA relating thereto for the prior year's period. The audited financial statement shall be delivered to Developer within 30 days following submission of such statement to the TRLIA Board.

Section 1.11.5 Maintenance of Levees. TRLIA shall be responsible to assure levee maintenance until certification, as the improvements are completed, in accordance with the Levee Improvement Program and consistent with relevant State and Federal standards.

Section 1.11.6 Preparation of Informational Packets. TRLIA shall prepare and update informational packets on the status of the Levee Improvement Program which shall be distributed to new home purchasers by the Developer. Purchasers will then be requested to sign an acknowledgement sheet that they have received the packet and are aware of the flood risks associated with the Project.

Section 1.12. Status of Second Funding Agreement. The County, TRLIA and the Developer hereby acknowledge and agree that following State Approval all rights, duties, or obligations set forth in, or required by, the Second Funding Agreement as applied to each of them are hereby terminated and neither of the Funding Agreements is of any force or effect as to the County, TRLIA and Developer. "State Approval" shall mean receipt by TRLIA of a letter from the Central Valley Flood Protection Board which confirms that TRLIA has satisfied all of its obligations under the Second Implementation Agreement (referenced in Recital N to the Second Funding Agreement). The County, TRLIA, and the Developer further acknowledge and agree that (i) this Development Agreement supersedes both the 2005 Advanced Funding Agreement (referenced in Recital J to the Second Funding Agreement) as well as the Second Funding Agreement, (ii) all reimbursable amounts that may have been due to the Developer under the 2005 Advanced Funding Agreement have been deemed paid, and (iii) all funding advanced by the Developer to TRLIA under the Second Funding Agreement shall be applied pursuant to this Development Agreement. All obligations, rights and duties set forth in the Second Funding Agreement that apply to the County, TRLIA and Developer are hereby superseded by this Development Agreement. Notwithstanding anything in this Section 1.12 to

the contrary, if a third party that was not a party to either Funding Agreements (meaning any party other than a party to this Agreement or a successor or related entity) shall make a claim under or to enforce the Second Funding Agreement against any party hereto, then solely for purposes of defending against, responding to, and/or making cross or counter claims in connection with the third party claim, the Second Funding Agreement shall not be deemed terminated, but only to the extent necessary to defend against, respond to, and/or make such cross or counter claims in connection with the third party claim.

EXHIBIT D

NOTICE OF TERMINATION

THIS NOTICE OF TERMINATION (hereinafter "this Notice") is given this ____ day of _____, 200__, by the County of Yuba (hereinafter "County") for the benefit of _____, (hereinafter "Owner").

1. On _____, 200__, the County of Yuba and _____ entered into that certain agreement entitled "Development Agreement," approved by Ordinance _____ (hereinafter "Agreement"), relative to the development known as _____ (hereinafter "Subject Property").

2. Owner has fully performed all its duties with respect to that portion of the Subject Property, which portion of the Subject Property is identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "Released Property").

3. Pursuant to Section 4.1 of the Development Agreement, the Development Agreement is no longer in effect with respect to the Released Property.

COUNTY OF YUBA

By: _____

Name: _____

Title: _____

[NOTE: SIGNATURE MUST BE NOTARIZED]

NOTARY

State of California

County of _____

On _____, 20__, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacit(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Signature

WITNESS MY HAND AND OFFICIAL SEAL.

Revised Final Study

The Economics of Land Use



Three Rivers Levee Impact Fee Advanced Funding Credit and Reimbursement Policies and Procedures

Prepared for:

Yuba County

Prepared by:

Economic & Planning Systems, Inc.

March 11, 2009

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1. OVERVIEW

Purpose of Study

Economic & Planning Systems, Inc., (EPS) has prepared this Three Rivers Levee Impact Fee Advanced Funding Credit and Reimbursement Policies and Procedures Study (Study) at the request of Yuba County (County). The purposes of this document are as follows:

- Account for and establish the amounts of prior advance-funding of the Three Rivers Levee Impact Fee (Fee or Levee Impact Fee) by the landowners participating in prior and current advance-funding agreements.
- Establish the corresponding amounts of acreage credit toward the Fee by those landowners as a result of their prior advance-funding.
- Establish the corresponding amounts of reimbursements due to certain landowners as a result of advance-funding amounts in excess of the Fee due on their project.
- Establish the policies and demonstrate the methodology by which acreage credit toward the Fee will be used by those landowners with homes left to construct in their projects.
- Establish the policies and procedures and demonstrate the methodology by which reimbursements for funding in excess of the Fee due on a project is paid.
- Document the negotiated terms to be incorporated into agreements between the County, Landowners, and Three Rivers Levee Improvement Authority to effectuate the credit and reimbursements.

This study is divided into four chapters including this Overview as **Chapter 1**. **Chapter 2** provides the relevant data regarding prior advance-funding and project acreage. It also provides the credit and reimbursement amount calculations based on the revised Fee. **Chapter 3** outlines the credit policies and how the credit for prior advance-funding is to be used by landowners as they build out the remainder of their projects. **Chapter 4** provides the reimbursement policies and describes how and when the reimbursements for funding in excess of the Fee obligation will be paid.

Background

Levee Impact Fee

On May 16, 2006, the County Board of Supervisors (BOS) adopted Ordinance No. 1372, the Levee Impact Fee, and the associated Nexus Study. This ordinance established the obligation of new development to fund levee improvements in the area affected by flooding along the Yuba, Feather, and Bear Rivers and the Western Pacific Interceptor Canal. On November 18, 2008, the BOS adopted Ordinance No. 1465 which revised the adopted Nexus Study and reset the rates of the fees.

The revised Levee Impact Fee Ordinance No. 1465 and associated Nexus Study provided revisions as a result of the following factors:

- The scope and costs of projects funded by the Fee:
 - Specifically, TRLIA is now constructing a set-back levee on the Feather River. The prior Nexus Study reflected a strengthen-in-place project on the Feather River. More refined cost estimates are also available as a result of the progress made on the various phases of the levee improvement project.
- The amount of non-local funding for the projects:
 - TRLIA has received funds from the State through Propositions 1E and 84, which were approved by California voters in November 2006. This additional source of funding is reflected in the revised Nexus Study.
- The cost and structure of local financing for the projects:
 - The County and Yuba County Water Agency (YCWA) are providing up-front funding for construction of the improvements before receiving impact fees from future development. The County and YCWA are borrowing these funds. The cost of this borrowing is reflected in the revised Nexus Study.
- The amount and relative proportionality of planned development benefiting from the improvements.
- The administrative procedures for fee calculation and collection.

The revised Levee Impact Fee Ordinance became effective January 17, 2009. This Study reflects the revised Levee Impact Fee.

Prior Advance Funding of the Three Rivers Levee Impact Fee

Landowners and residential home builders in the area subject to the Fee have advance-funded the obligations of the Fee through the following funding mechanisms:

- The November 4, 2003, Funding Agreement for Plumas Lake Specific Plan Area Flood Control Levee Improvements Study Advance Agreement (2003 Agreement).
- Three Rivers Levee Improvement Authority (TRLIA) Community Facilities District (CFD) 2004-1.
- The April 19, 2005, Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements (First Funding Agreement).
- The August 29, 2006, Second Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements (Second Funding Agreement).
- TRLIA CFDs 2006-1 and 2006-2.

- The separate Agreement between the County and Axel Karlshoej signed by the County on March 27, 2008.

The following discussion provides a brief outline of the history of the key advanced-funding events that have taken place since the start of landowner advanced funding of the levee improvement program.

First Funding Agreement

TRLIA entered into the First Funding Agreement with the County, Reclamation District 784 (RD 784), and 21 different landowners each with holdings in the Plumas Lake Specific Plan. That agreement outlined a process by which the landowners would collectively continue to advance fund levee improvement costs and receive credit for that advanced funding, and correspondingly TRLIA and the County would proceed expeditiously with constructing the levee improvements, obtain all of the necessary permits, and satisfy conditions of those permits. The First Funding Agreement resulted in the landowners providing approximately \$36.9 million in funding. In accordance with Section 8(a) of the First Funding Agreement, a study was to be produced by TRLIA that established the basis for funding obligation of each of the landowners party to the agreement. The study was to take into consideration the following items:

- The costs and expenses of the Program that had been incurred to date.
- The best estimates available for the remaining cost estimates for completion of the levee improvement program.
- The properties benefiting from levee improvements and available to contribute funding.
- The amount of money necessary to provide reimbursement to those landowners contributing beyond their allocated fair share of Program costs, based upon the study.

In addition, the study was to account for all funding advanced from before the date it was produced. On July 24, 2006, EPS produced the "Revised July 2006 Report of Three Rivers Levee Fair Share Funding Study" (Fair Share Funding Report). This Study will take data from the prior Fair Share Funding Report that reflects the funding advanced by landowners through the following mechanisms:

- The 2003 Agreement.
- TRLIA CFD 2004-1.
- The First Funding Agreement.

Second Funding Agreement

The Second Funding Agreement was entered into by TRLIA, the County, RD 784 and 13 different landowners to generate the remaining funding required to complete the levee improvement program by TRLIA. This agreement recognized the prior First Funding Agreement and the funding that it generated, including the funding mechanisms listed above. The Second Funding Agreement also recognized the reimbursements because of certain participant landowners by that agreement. The Second Funding Agreement laid out a plan by which additional funding would be advanced by the participating landowners. By the agreement, the funding would come

either from a schedule of cash calls or pay-as-you-go special tax revenue collections from the two Mello-Roos CFDs proposed to be formed by the agreement, TRLIA CFDs 2006-1 and 2. Furthermore, the agreement identified a process by which the landowners would be able to determine how much of their funding would be in excess of their Fee obligation once all of the levee improvement costs had been incurred and the project was completed. The Second Funding Agreement and associated CFDs were to generate \$135 million; however, it only provided and additional \$20.3 million from the landowners.

As a result of several critical events affecting the progress of funding for TRLIA's project, including the passage of Propositions 1E and 84 in November 2006 and TRLIA's award of funding by DWR, the TRLIA Board's decision to pursue a setback levee on the Feather River as the preferred public safety improvement and the economic downturn in the real estate market, the specific funding terms in the Second Funding Agreement were not met. The landowners ceased funding any additional revenue into the program. The County and landowners worked to try to amend the funding agreement; however, an amendment to the funding agreement was not reached. The necessity for additional funding to complete the project led to a financing partnership between the County and YCWA.

County and YCWA Joint Financing

To secure the funding awarded by Propositions 1E and 84 for the Feather River Setback Levee project, TRLIA was required to demonstrate to DWR that it could provide the local share of the costs in a timely fashion. TRLIA, in its original draft of its financial plan submitted to DWR, had been relying on the local share of costs to be provided from an amended funding agreement with the landowners. To backfill the void left from a lack of an amended funding agreement, the County and YCWA agreed on March 27 and 28, 2008, respectively to proceed with a joint borrowing to yield \$46.6 million of construction proceeds. TRLIA ultimately secured the funding from the State based on this planned borrowing.

On July 22, 2008, the County and YCWA formed a Joint Powers Authority (JPA) called the Yuba Levee Financing Authority (YLFA). The purpose of the YLFA was to provide a vehicle for the issuance of \$78.37 million of revenue bonds to provide the \$46.6 million of funding for the project. On August 5, 2008, the respective Boards of the County, YCWA, and YLFA all approved the borrowing, which subsequently sold on September 3, 2008.

The County and YCWA issued the bonds intending that the source of repayment for the borrowing was to be revenues from collection of the Fee. On July 22, 2008, the same day the County and YCWA formed YLFA, the County, YCWA, and YLFA entered into the Agreement Concerning Levee Impact Fees (Impact Fee Agreement). This agreement laid out the rules by which the County and YCWA would use Fee revenue to repay the borrowing.

2. CREDIT AND REIMBURSEMENT AMOUNTS

The purpose of this chapter is to establish the amount of fee credit, in terms of acreage, or any applicable cash reimbursement due to the individual landowners and their projects based on funding received to date. To do this, information regarding the amount of advanced funding and acreage in each project, must be established. In addition, for projects that are currently underway, information regarding acreage and unit counts must be gathered on a map-by-map basis.

Advance-Funding Amounts

As described in the Background section of **Chapter 1**, landowners provided advance funding of the Fee through several mechanisms. The funding can be divided into two major categories.

- Funding provided prior to and through the First Funding Agreement
- Funding provided through the Second Funding Agreement and separate individual agreements.

Table 1 details the amount of funding creditable toward the Fee advanced by the landowners by their associated projects before and through the First Funding Agreement. The information in this table is primarily derived from the prior Fair Share Funding Report. **Table 2** details the amount of funding creditable toward the Fee advanced by the landowners by their associated projects through the Second Funding Agreement and subsequent funding mechanisms. **Table 3** provides a summary of the prior two funding tables.

As a matter of policy, the County associates funding by a landowner on behalf of a project to remain with that project unless otherwise specified. Funds advanced toward the Fee on behalf of a project will remain as advance funding of the Fee regardless of whether the property changes ownership over time. Consideration for the investment of the advanced Fee into the project is the responsibility of the buyer and seller of the projects.

Project Acreage

The Fee is charged on a Gross Developable Acres (GDAs) basis and is normally due before the recordation of a Final Map in the case of single-family residential development. To determine the obligation of each project and associated remaining obligation, information regarding the number of GDAs subject to the Fee, the total number of units, and number of remaining units must be determined for each project with associated advance funding. **Table 4** provides this relevant information for all but five of the landowners and their projects that have provided advance funding. For the five projects (identified as "Other Projects" on **Table 3**) that have provided advance funding and are to receive credit the utilization of the credit will be the same as outlined in the study, however, the details of the project are currently insufficient to provide calculations within this Study at this time.

Table 1
Three Rivers Levee Fee Credit & Reimbursement
Advanced Funding: First Funding Agreement & Prior

| Builder / Landowner | Project | 2003 Agreement Levee Study Advances | TRLIA CFD 2004-1 Special Tax Collections | Allocated Units | First Funding Agreement Amounts | Adjustments Between Projects [1] | Total Funding | First Funding Agreement Reimbursement [2] | Interest Earned on Funding | Total Advanced Funding |
|---|--------------------------------------|-------------------------------------|--|-----------------|---------------------------------|----------------------------------|---------------------|---|----------------------------|------------------------|
| Formula | | | | | | | | | | |
| | | A | B | C | D = C*29.345 | E | F = A+B+D+E | G | H | I = F+G+H |
| Projects Providing Advance Funding | | | | | | | | | | |
| Beazer | Rio Del Oro (Villages 1-5, 7 & 9-13) | \$0 | \$236,083 | 80 | \$2,347,600 | \$0 | \$2,583,683 | | \$14,424 | \$2,598,107 |
| Cassano / Kamilos | Rio Del Oro (Villages 6 & 8) | \$0 | \$621,012 | 62 | \$1,819,390 | \$0 | \$2,440,402 | | \$8,922 | \$2,449,324 |
| Cresleigh | Creekside Plumas Ranch | \$89,355 | \$348,026 | 37 | \$1,085,765 | \$0 | \$1,523,146 | | \$5,202 | \$1,528,348 |
| Dansk-Californisk | Woodside | \$168,547 | \$705,504 | 84 | \$2,464,980 | \$0 | \$3,339,031 | | \$11,810 | \$3,350,841 |
| DeValentine | Rio Del Oro (Danna 70) | \$0 | \$0 | 0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| DR Horton (Western Pacific Housing) | Sawyer's Landing | \$52,542 | \$0 | 0 | \$0 | \$0 | \$52,542 | | \$0 | \$52,542 |
| DR Horton (Western Pacific Housing) | River Oaks South (Villages 1, 2 & 3) | \$70,082 | \$0 | 0 | \$0 | \$341,167 | \$411,249 | | \$0 | \$411,249 |
| Feather Glenn Land Holding Company [3] | Wheeler Ranch (Units 4 & 5) | \$0 | \$928,984 | 149 | \$4,372,405 | -\$341,167 | \$4,960,222 | | \$12,878 | \$4,973,100 |
| Gilbert Retail Holdings | The Meadows | \$65,458 | \$203,163 | 30 | \$879,122 | \$0 | \$1,147,743 | | \$4,083 | \$1,151,826 |
| Homes by Towne | Rio Del Oro (Village 14) | \$121,670 | \$440,139 | 0 | \$0 | \$0 | \$351,270 | | \$1,905 | \$353,175 |
| K Hovnanian / Forecast Homes | Wheeler Ranch I (Units 2, 3, 6 & 7) | \$0 | \$1,397,074 | 76 | \$2,230,220 | \$0 | \$2,670,359 | -\$336,218 | \$6,566.57 | \$2,340,707 |
| KB Home | Hawes Ranch | \$0 | \$0 | 150 | \$4,401,750 | \$0 | \$5,798,824 | | \$9,087 | \$5,807,911 |
| KB Home | Plumas Lake Cobblestone | \$100,000 | \$541,492 | 18 | \$528,210 | \$0 | \$528,210 | | \$1,874 | \$530,084 |
| Lakemont Homes [3] | Feather Glen (Phase C & D) | \$59,086 | \$183,387 | 96 | \$2,817,120 | \$0 | \$3,458,612 | | \$9,993 | \$3,468,604 |
| Lennar - Renaissance | River Oaks East | \$121,670 | \$438,900 | 27 | \$793,543 | \$0 | \$1,036,016 | | \$3,686 | \$1,039,702 |
| Lennar - Renaissance | River Oaks North | \$63,268 | \$0 | 70 | \$2,054,150 | \$512,912 | \$3,127,632 | | \$6,413 | \$3,134,045 |
| Lennar - US Homes | Rio Del Oro (Village 15) | \$0 | \$395,696 | 0 | \$0 | \$0 | \$3,268 | | \$0 | \$3,268 |
| Matthews Homes | Riverside Meadows | \$145,070 | \$756,616 | 76 | \$2,230,220 | -\$512,912 | \$2,113,004 | | \$7,230 | \$2,120,234 |
| Meritage Homes | Draper Ranch North | \$0 | \$383,740 | 105 | \$3,081,225 | \$0 | \$3,982,911 | | \$15,237 | \$3,998,148 |
| Rio Del Oro Farms | Rio Del Oro (Villages 16) | \$270,864 | \$0 | 90 | \$2,641,050 | \$0 | \$3,024,790 | | \$6,042 | \$3,030,832 |
| Ryland Homes | Thoroughbred Acres (Unit 1) | \$0 | \$525,840 | 0 | \$0 | \$0 | \$270,864 | | \$0 | \$270,864 |
| Wheeler Land LLC | Wheeler Ranch Phase 2 | \$395,184 | \$0 | 64 | \$1,878,080 | \$0 | \$2,403,920 | | -\$375 | \$2,403,545 |
| Yuba Investors (Mark Engstrom) | The Greens (Plumas Lake Estates) | \$28,217 | \$0 | 44 | \$1,291,180 | \$0 | \$1,686,364 | | \$5,529 | \$1,691,893 |
| | | | | 0 | \$0 | \$0 | \$28,217 | | \$0 | \$28,217 |
| Total Payments Subject to Credit | | \$1,751,013 | \$8,335,256 | 1,258 | \$36,916,010 | \$0 | \$47,002,278 | -\$336,218 | \$130,506 | \$46,796,567 |

Source: Revised July 2006 Report Three Rivers Levee Fair Share Funding Study prepared by EPS dated July 24, 2006 and EPS

[1] Through the Fair Share Funding Report, projects owned by the same entity were provided the ability to transfer excess funding between projects.

[2] Based upon the First Funding Agreement and its associated terms, Homes by Towne is owed a reimbursement of this amount. This amount of reimbursement will be paid separately from any reimbursement owed through subsequent funding.

[3] Lakemont Homes financed their Prior Advanced Funding, \$2,191,528, through TRLIA CFD 2006-2. The property securing the funding was subsequently foreclosed upon and was purchased by Feather Glenn Land Holding Company. The associated amount of financed funding has been transferred to Feather Glenn Land Holding Company.

Credits

Table 2
Three Rivers Levee Fee Credit & Reimbursement
Advanced Funding: Second Funding Agreement & Later

| Developer | Project | 2nd Funding Agreement | TRLIA CFDs | | Total |
|---|-------------------------------------|-----------------------|---------------------|------------------------|--------------|
| | | | 2006-1 & 2006-2 [1] | Separate Agreement [2] | |
| Second Funding Agreement Participant Projects | | | | | |
| Cassano/Kamilos | Rio Del Oro (Villages 6 & 8) | \$239,377 | \$0 | \$0 | \$239,377 |
| Cresleigh | Creekside Plumas Ranch | \$433,690 | \$0 | \$0 | \$433,690 |
| Cresleigh | Woodside | \$1,167,802 | \$0 | \$0 | \$1,167,802 |
| Dansk-Californisk | Rio Del Oro (Danna 70) | \$1,421,862 | \$0 | \$2,017,424 | \$3,439,286 |
| DR Horton | Wheeler Ranch (Units 4 & 5) | \$2,114,160 | \$0 | \$0 | \$2,114,160 |
| Feather Glenn Land Holding Company [3] | Feather Glen (Phase A & B) | \$321,606 | \$0 | \$0 | \$321,606 |
| Homes by Towne | Rio Del Oro (Village 14) | \$0 | \$0 | \$0 | \$0 |
| K Hovnanian/Forecast | Wheeler Ranch I (Units 2, 3, 6 & 7) | \$450,341 | \$0 | \$0 | \$450,341 |
| KB Home | Hawes Ranch | \$1,316,797 | \$11,564 | \$0 | \$1,328,361 |
| KB Home | Plumas Lake Cobblestone | \$3,540,078 | \$4,186 | \$0 | \$3,544,264 |
| Lakemont [3] | Feather Glen | \$258,857 | \$0 | \$0 | \$258,857 |
| Lennar - Renaissance | River Oaks East | \$1,005,064 | \$16,885 | \$0 | \$1,021,949 |
| Lennar - Renaissance | River Oaks North | \$770,296 | \$0 | \$0 | \$770,296 |
| Lennar - US Homes | Rio Del Oro (Village 15) | \$0 | \$10,285 | \$0 | \$10,285 |
| Mathews Homes | Riverside Meadows | \$2,661,845 | \$16,800 | \$0 | \$2,678,645 |
| Meritage Homes | Draper Ranch North | \$1,972,505 | \$0 | \$0 | \$1,972,505 |
| Rio Del Oro Farms | Rio Del Oro (Villages 16) | \$944,112 | \$0 | \$1,268,401 | \$2,212,513 |
| Ryland Homes | Thoroughbred Acres (Unit 1) | \$1,669,453 | \$0 | \$0 | \$1,669,453 |
| Total Payments | | \$20,287,845 | \$59,720 | \$3,285,825 | \$23,633,390 |

"credits2"

Source: Second Funding Agreement, First American Title Company Escrow Statements, Yuba County Auditor Controller, Yuba County and EPS

- [1] Includes Special Tax Revenues Received for Fiscal Year 07/08 only. Credit for Special Tax Revenues for later FY's will be handled separately.
[2] Includes funding to be received through December 2008 from Axel Karlshoej.
[3] Funding received through the Second Funding Agreement from Lakemont Homes for the Feather Glen project, \$580,463, has been allocated proportionately to each Phase on an acreage basis.

Table 3
Three Rivers Levee Fee Credit & Reimbursement
Advanced Funding: Total Funding

| Developer | Project | First Funding Agreement & Prior | Second Funding Agreement & Later | Total | Applicable Acreage Credit [1] |
|--|--------------------------------------|---------------------------------|----------------------------------|---------------------|-------------------------------|
| Projects with Advance Funding Detailed in the Study | | | | | |
| Beazer | Rio Del Oro (Villages 1-5, 7 & 9-13) | \$2,598,107 | \$0 | \$2,598,107 | 43.187 |
| Cassano/Kamilos | Rio Del Oro (Villages 6 & 8) | \$2,449,324 | \$239,377 | \$2,688,701 | 44.693 |
| Cresleigh | Creekside Plumas Ranch | \$1,528,348 | \$433,690 | \$1,962,038 | 32.614 |
| Cresleigh | Woodside | \$3,350,841 | \$1,167,802 | \$4,518,643 | 75.112 |
| Dansk-Californisk | Rio Del Oro (Danna 70) | \$0 | \$3,439,286 | \$3,439,286 | 64.320 [2] |
| DR Horton | Wheeler Ranch (Units 4 & 5) | \$4,973,100 | \$2,114,160 | \$7,087,260 | 117.809 |
| Feather Glenn Land Holding Company | Feather Glen (Phase A & B) | \$1,151,826 | \$321,606 | \$1,473,433 | 24.492 |
| Homes by Towne | Rio Del Oro (Village 14) | \$2,340,707 | \$0 | \$2,340,707 | 38.909 |
| K Hovnanian/Forecast | Wheeler Ranch I (Units 2, 3, 6 & 7) | \$5,807,911 | \$450,341 | \$6,258,252 | 104.029 |
| KB Home | Hawes Ranch | \$530,084 | \$1,328,361 | \$1,858,445 | 30.892 |
| KB Home | Plumas Lake Cobblestone | \$3,468,604 | \$3,544,264 | \$7,012,868 | 116.572 |
| Lakemont | Feather Glen (Phase C & D) | \$1,039,702 | \$258,857 | \$1,298,558 | 21.585 |
| Lennar - Renaissance | River Oaks East | \$3,134,045 | \$1,021,949 | \$4,155,994 | 69.083 |
| Lennar - Renaissance | River Oaks North | \$63,268 | \$770,296 | \$833,564 | 13.856 |
| Lennar - US Homes | Rio Del Oro (Village 15) | \$2,120,234 | \$10,285 | \$2,130,519 | 35.415 |
| Matthews Homes | Riverside Meadows | \$3,998,148 | \$2,678,645 | \$6,676,794 | 110.986 |
| Meritage Homes | Draper Ranch North | \$3,030,832 | \$1,972,505 | \$5,003,337 | 83.169 |
| Rio Del Oro Farms | Rio Del Oro (Villages 16) | \$270,864 | \$2,212,513 | \$2,483,376 | 46.443 [2] |
| Ryland Homes | Thoroughbred Acres (Unit 1) | \$2,403,545 | \$1,669,453 | \$4,072,998 | 67.704 |
| Other Projects with Advance Funding | | | | | |
| DeValentine | Sawyer's Landing | \$52,542 | \$0 | \$52,542 | 0.873 |
| DR Horton (Western Pacific Housing) | River Oaks South (Villages 1, 2 & 3) | \$411,249 | \$0 | \$411,249 | 6.836 |
| Gilbert Retail Holdings | The Meadows | \$353,175 | \$0 | \$353,175 | 5.871 |
| Wheeler Land LLC | Wheeler Ranch Phase 2 | \$1,691,893 | \$0 | \$1,691,893 | 28.124 |
| Yuba Investors (Mark Engstrom) | The Greens (Plumas Lake Estates) | \$28,217 | \$0 | \$28,217 | 0.469 |
| Total Payments from Funding Agreements | | \$46,796,567 | \$23,633,390 | \$70,429,957 | 1,183.043 |

Source: Tables 1 & 2

"credits3"

[1] The acreage credit is determined by dividing the total funding amount by \$60,159 which is the initial Three Rivers Levee Fee rate for Single Family residential development is Plumas Zone.

[2] For these projects, the Acreage Credit is determined by dividing the Total funding by \$53,471 based upon proposed development agreements for these projects.

Table 4
Three Rivers Levee Fee Credit & Reimbursement
Land Use Information for Second Funding Agreement Participants

Page 1 of 3

| Landowner/Project/Map | GDA's | Units | GDA/ Unit | Units Absorbed [1] | GDA's Absorbed | Remaining GDA's |
|---|----------------|------------|------------------|-----------------------|-------------------|--------------------|
| <i>Formula</i> | <i>A</i> | <i>B</i> | <i>C = A / B</i> | <i>D</i> | <i>E = C * D</i> | <i>F = A - E</i> |
| <u>Beazer</u> | | | | | | |
| Rio Del Oro [6] | | | | | | |
| Villages 1-5, 7 & 9-13 | 37.300 | 126 | 0.296 | 80 | 23.683 | 13.617 |
| <u>Cassano/Kamilos</u> | | | | | | |
| Rio Del Oro | | | | | | |
| Village 6 | 13.882 | 41 | 0.339 | 34 | 11.512 | 2.370 |
| Village 8 | 30.385 | 80 | 0.380 | 0 | 0.000 | 30.385 |
| Subtotal Rio Del Oro | 44.267 | 121 | | 34 | 11.512 | 32.755 |
| <u>Cresleigh Homes</u> | | | | | | |
| Plumas Ranch | | | | | | |
| Village 5 (TM 99-585) | 24.859 | 87 | 0.286 | 34 | 9.715 | 15.144 |
| Village 6 (TM 2004-23) | 15.645 | 72 | 0.217 | 0 | 0.000 | 15.645 |
| Subtotal Plumas Ranch | 40.504 | 159 | | 34 | 9.715 | 30.789 |
| Woodside [5] | | | | | | |
| Village 1 (TM 99-582) | 14.727 | 74 | 0.199 | 55 | 10.946 | 3.781 |
| Village 2A (TM 2003-39) | 16.495 | 83 | 0.199 | 0 | 0.000 | 16.495 |
| Village 2B (TM 2003-40) | 13.829 | 62 | 0.223 | 34 | 7.584 | 6.245 |
| Village 3 (TM 2005-12) | 27.641 | 144 | 0.192 | 0 | 0.000 | 27.641 |
| Village 4 (TM 2005-13) | 24.569 | 142 | 0.173 | 0 | 0.000 | 24.569 |
| Subtotal Woodside | 97.261 | 505 | | 89 | 18.529 | 78.732 |
| Total Cresleigh Homes | 137.765 | 664 | 0.000 | 123 | 28.244 | 109.521 |
| <u>Dansk-Californisk</u> | | | | | | |
| Rio Del Oro | | | | | | |
| Danna 70 | 64.320 | 309 | 0.208 | 0 | 0.000 | 64.320 |
| <u>DR Horton</u> | | | | | | |
| Wheeler Ranch | | | | | | |
| Unit 4 | 26.581 | 92 | 0.289 | 92 | 26.581 | 0.000 |
| Unit 6 | 39.776 | 148 | 0.269 | 148 | 39.776 | 0.000 |
| Subtotal Wheeler Ranch | 66.357 | 240 | | 240 | 66.357 | 0.000 |
| <u>Lakemont Homes and Feather Glenn Land Holding Company (FGLHC)</u> | | | | | | |
| Feather Glenn - FGLHC | | | | | | |
| Phase 1A | 17.850 | 72 | 0.248 | 23 | 5.702 | 12.148 |
| Phase 1B | 13.260 | 46 | 0.288 | 0 | 0.000 | 13.260 |
| Subtotal Feather Glenn - FGLHC | 31.110 | 118 | | 23 | 5.702 | 25.408 |
| Feather Glenn - Lakemont Homes | | | | | | |
| Phase 1C | 9.850 | 47 | 0.210 | 0 | 0.000 | 9.850 |
| Phase 1D | 15.190 | 55 | 0.276 | 0 | 0.000 | 15.190 |
| Subtotal Feather Glenn | 25.040 | 102 | | 0 | 0.000 | 25.040 |

Table 4

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**Three Rivers Levee Fee Credit & Reimbursement
Land Use Information for Second Funding Agreement Participants**

| Landowner/Project/Map | GDA's | Units | GDA/ Unit | Units Absorbed [1] | GDA's Absorbed | Remaining GDA's |
|--|----------------|------------|------------------|-----------------------|-------------------|--------------------|
| <i>Formula</i> | <i>A</i> | <i>B</i> | <i>C = A / B</i> | <i>D</i> | <i>E = C * D</i> | <i>F = A - E</i> |
| <u>Towne Development of Plumas Lake LLP</u> | | | | | | |
| Rio Del Oro [4] | | | | | | |
| Village 14 | 31.227 | 120 | 0.260 | 71 | 18.476 | 12.751 |
| <u>K Hovnanian</u> | | | | | | |
| Wheeler Ranch | | | | | | |
| Phase 1, Unit 2 (TM 2004-21) | 32.214 | 146 | 0.221 | 97 | 21.402 | 10.812 |
| Phase 1, Unit 3 (TM 2004-33) | 26.799 | 106 | 0.253 | 36 | 9.102 | 17.697 |
| Phase 1, Unit 6 (TM 2004-31) | 19.878 | 89 | 0.223 | 81 | 18.091 | 1.787 |
| Phase 1, Unit 7 (TM 2004-32) | 20.900 | 86 | 0.243 | 28 | 6.805 | 14.095 |
| Subtotal Wheeler Ranch | 99.791 | 427 | | 242 | 55.400 | 44.391 |
| <u>KB Homes</u> | | | | | | |
| Hawes Ranch Estates [2] | | | | | | |
| Hawes Ranch Map 02-602 | 21.005 | 102 | 0.206 | 66 | 13.591 | 7.413 |
| Plumas Lake [3] | | | | | | |
| Phase 1A | 1.402 | 11 | 0.127 | 11 | 1.402 | 0.000 |
| Phase 1B | 34.685 | 164 | 0.211 | 164 | 34.685 | 0.000 |
| Phase 2B-2A | 15.225 | 70 | 0.218 | 18 | 3.915 | 11.310 |
| Phase 2B-1 | 8.160 | 32 | 0.255 | 0 | 0.000 | 8.160 |
| Phase 2 (Remainder) | 84.555 | 374 | 0.226 | 0 | 0.000 | 84.555 |
| Subtotal Plumas Lake | 144.027 | 651 | | 193 | 40.002 | 104.025 |
| Total KB Homes | 165.032 | 753 | | 259 | 53.593 | 111.438 |
| <u>Lennar</u> | | | | | | |
| Rio Del Oro | | | | | | |
| Village 15 | 28.264 | 104 | 0.272 | 104 | 28.264 | 0.000 |
| River Oaks East | | | | | | |
| Village 1 | 32.772 | 99 | 0.331 | 56 | 18.538 | 14.234 |
| Village 2 | 31.847 | 94 | 0.339 | 0 | 0.000 | 31.847 |
| Village 3 | 23.685 | 71 | 0.334 | 0 | 0.000 | 23.685 |
| Subtotal River Oaks East | 88.304 | 264 | | 56 | 18.538 | 69.766 |
| River Oaks North | | | | | | |
| River Oaks North 2004-24 | 35.697 | 107 | 0.334 | 0 | 0.000 | 35.697 |
| Total Lennar | 152.265 | 475 | | 160 | 46.802 | 105.463 |
| <u>Matthews Homes</u> | | | | | | |
| Riverside Meadows | | | | | | |
| Village 1 | 29.372 | 82 | 0.358 | 73 | 26.148 | 3.224 |
| Village 2 | 24.672 | 90 | 0.274 | 39 | 10.691 | 13.981 |
| Village 3 | 23.111 | 97 | 0.238 | 0 | 0.000 | 23.111 |
| Village 4 | 23.187 | 90 | 0.258 | 0 | 0.000 | 23.187 |
| Village 5 | 22.900 | 74 | 0.309 | 0 | 0.000 | 22.900 |
| Village 6 | 27.388 | 85 | 0.322 | 0 | 0.000 | 27.388 |
| Village 7 | 23.121 | 81 | 0.285 | 0 | 0.000 | 23.121 |
| Subtotal Riverside Meadows | 173.751 | 599 | | 112 | 36.839 | 136.912 |

Table 4
Three Rivers Levee Fee Credit & Reimbursement
Land Use Information for Second Funding Agreement Participants

Page 3 of 3

| Landowner/Project/Map | GDA's | Units | GDA/ Unit | Units Absorbed [1] | GDA's Absorbed | Remaining GDA's |
|------------------------------------|----------------|------------|------------------|-----------------------|-------------------|--------------------|
| <i>Formula</i> | <i>A</i> | <i>B</i> | <i>C = A / B</i> | <i>D</i> | <i>E = C * D</i> | <i>F = A - E</i> |
| <u>Meritage</u> | | | | | | |
| Draper Ranch North | | | | | | |
| Phase 1 | 27.650 | 98 | 0.282 | 96 | 27.086 | 0.564 |
| Remaining Phases | 78.440 | 328 | 0.239 | 0 | 0.000 | 78.440 |
| Subtotal Draper Ranch North | 106.090 | 426 | | 96 | 27.086 | 79.004 |
| <u>Rio Del Oro Farms</u> | | | | | | |
| Rio Del Oro | | | | | | |
| Village 16 | 46.443 | 155 | 0.300 | 0 | 0.000 | 46.443 |
| <u>Ryland Homes</u> | | | | | | |
| Thoroughbred Acres | | | | | | |
| Phase 1 | 36.951 | 158 | 0.234 | 143 | 33.443 | 3.508 |
| Phase 2 | 10.011 | 35 | 0.286 | 0 | 0.000 | 10.011 |
| Phase 3 | 58.710 | 252 | 0.233 | 0 | 0.000 | 58.710 |
| Subtotal Thoroughbred Acres | 105.672 | 445 | | 143 | 33.443 | 72.229 |

Source: KASL Engineering, draft and final tract Maps, Yuba County and EPS data

"land_uses"

- [1] Absorbed units are assumed to be those units with building permits applied for before October 21, 2008.
- [2] As of the date of the First Funding Agreement, April 19, 2005, only 102 of 183 lots remained in the Hawes Ranch Project to fund levee improvements. Therefore only a proportionate amount GDAs are included here. (i.e., 37.685 / 183 * 102 = 21.005 GDAs)
- [3] As of the date of the First Funding Agreement, April 19, 2005, 167 lots within Plumas Lake Cobblestone had building permits and the obligation for funding was satisfied for 36.9 acres. Reference the July 24, 2006 Fair Share Funding Report. The acreage and associated units have been removed from the Phase 1A Map.
- [4] As of the date of the First Funding Agreement, April 19, 2005, 107 lots within Rio Del Oro Village 14 had building permits and the obligation for funding was satisfied for 27.8 acres. Reference the July 24, 2006 Fair Share Funding Report. The acreage and associated units have been removed from the Village 14 Map.
- [5] As of the date of the First Funding Agreement, April 19, 2005, 84 lots within Woodside Village 1 had building permits and the obligation for funding was satisfied for 16.3 acres. Reference the July 24, 2006 Fair Share Funding Report. The acreage and associated units have been removed from the Village 1 Map.
- [6] Because Beazer has funded in excess of the obligation for all of the individual acreage remaining for its Villages with the Rio Del Oro project, individual Village information has determined not to be necessary. In addition, as of the date of the First Funding Agreement, April 19, 2005, 833 lots within Rio Del Oro Villages 1-5, 7, & 9-13 had building permits and the obligation for funding was satisfied for 247.0 acres. Reference the July 24, 2006 Fair Share Funding Report. The acreage and associated units have been removed from the Village 1-5, 7, & 9-13 Maps and only the remaining acreage and units are shown.

Calculation of Credit and Reimbursement Amounts

Table 5 presents a summary of the credit and reimbursement calculations presented in **Appendix A**. The calculations presented in **Appendix A** use the information contained in **Tables 3** and **4** to calculate the amount of credit available on an acreage basis to each individual map in a development project. In addition, based on this credit, the tables show the additional acreage that must be funded on a lot-by-lot basis.

The following are the underlying assumptions that predicate this analysis and the establishment of credits and reimbursements:

- All prior advance funding of the Fee has been collected on behalf of development projects as identified by the tables included in this Study.
- All prior advance funding of the Fee is proportionately allocable to the individual tract maps/phases/units/villages in projects based upon the projects' GDAs.
- Units are assumed to have been previously absorbed if a permit for the unit has been applied for before October 21, 2008.
- The Fee obligation for all remaining developable acreage after April 19, 2005, and absorbed before October 21, 2008, is the Initial Fee Rate for Single-Family Residential Development in the Plumas Zone as identified in the October 13, 2008, Revised Three Rivers Levee Fee Nexus Study of \$60,159 per GDA as adopted by Yuba County Ordinance 1465 on November 18, 2008 (reference Table 1 of that Nexus Study).¹
- The credit for prior advanced funding will be expressed in terms of GDAs as shown in **Table 3** and has been determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rate of \$60,159 per GDA.² The amount of GDA credit will be set by this methodology and will not be recalculated in the future by any escalating fee rate.
- All permits that have previously been applied for before October 21, 2008, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional levee fees will be required to be paid for these units.
- The use of credit on the remaining units (units not yet absorbed) will take place as discussed in **Chapter 3**.

¹ The Levee Impact Fee obligation for the Rio Del Oro 4—Dansk Californisk Danna 70 project and Rio Del Oro Farms #2 Rio Del Oro Village 16 is \$53,471. This is based on the analysis included in the respective Exhibit C of the proposed development agreement for each of the projects.

² Except in the case of the Danna 70 project and Rio Del Oro Village 6 project as noted in footnote #2.

Table 5
Three Rivers Levee Fee Credit & Reimbursement
Summary of Credits & Reimbursements

| Developer | Project | Reimbursements Due | Gross Credit Acreage [1] | Additional Fees Due [2] |
|---|---------------------------------------|--------------------|--------------------------|-------------------------|
| Second Funding Agreement Participant Projects | | | | |
| <i>Projects with Reimbursement</i> | | | | |
| Beazer | Rio Del Oro (Villages 1-5, 7, & 9-13) | \$354,176 | N/A | \$0 |
| Cassano/Kamilos | Rio Del Oro (Villages 6 & 8) | \$25,643 | N/A | \$0 |
| DR Horton | Wheeler Ranch (Units 4 & 5) | \$3,095,289 | N/A | \$0 |
| Homes by Towne | Rio Del Oro (Village 14) | \$462,093 | N/A | \$0 |
| K Hovnanian/Forecast | Wheeler Ranch I (Units 2, 3, 6 & 7) | \$254,925 | N/A | \$0 |
| <i>Projects with No Obligation or Reimbursement</i> | | | | |
| Dansk-Californisk | Rio Del Oro (Danna 70) | \$0 | N/A | \$0 |
| Rio Del Oro Farms | Rio Del Oro (Villages 16) | \$0 | N/A | \$0 |
| <i>Projects Utilizing a Transfer of Reimbursement with Remaining Fees</i> | | | | |
| KB Home [3] | Hawes Ranch | \$0 | N/A | \$0 |
| KB Home | Plumas Lake Cobblestone | N/A | 86.458 | \$1,056,832 |
| Lennar - US Homes [4] | Rio Del Oro (Village 15) | \$0 | N/A | \$0 |
| Lennar - Renaissance | River Oaks East | N/A | 57.697 | \$726,101 |
| Lennar - Renaissance | River Oaks North | N/A | 13.856 | \$1,313,932 |
| <i>Projects with Remaining Fees</i> | | | | |
| Cresleigh | Creskide Plumas Ranch | N/A | 22.899 | \$474,642 |
| Cresleigh | Woodside | N/A | 56.582 | \$1,332,478 |
| FGLHC | Feather Glen (Phase A & B) | N/A | 18.790 | \$398,114 |
| Lakemont | Feather Glen (Phase C & D) | N/A | 21.585 | \$207,823 |
| Matthews Homes | Riverside Meadows | N/A | 74.146 | \$3,775,893 |
| Meritage Homes | Draper Ranch North | N/A | 56.083 | \$1,378,931 |
| Ryland Homes | Thoroughbred Acres (Unit 1) | N/A | 34.261 | \$2,284,124 |
| Totals | | \$4,192,126 | 442.358 | \$12,948,869 |

Source: Appendix A

"summary"

[1] After transfer of remaining credit acreage from transfer projects noted.

[2] Additional Fees due based upon starting Fee rate of \$60,159 per GDA. Additional Fees will be due to the extent the fee has escalated at the time of collection.

[3] The KB Homes Hawes Ranch reimbursement is transferred to KB Homes Plumas Lake Cobblestone Project

[4] The Lennar - US Homes Rio Del Oro (Village 15) reimbursement is transferred to the Lennar - Renaissance River Oaks East Project

- For multiple projects that are being developed by a common landowner:

If one project is determined to have advanced funded in excess of the obligation due by the Fee and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

3. CREDIT POLICY

Use of Credit for Prior Advanced Funding

Policy Question

Table 5 and **Appendix A** demonstrate that, for the projects analyzed in this Study, 10 projects have paid levee fees in excess of the amount due based on their projects' absorption to date. However, those same projects have an insufficient amount of credit through prior advance funding to fully pay the remainder of their projects' Levee Impact Fees. The policy questions that arise are as follows:

- How will these projects use the credit they have accumulated over the remainder of their projects?
- When, in the development process will the projects pay the remainder of the Levee Impact Fees due?

Possible Policy Approaches

There are several ways to approach the answer to these questions:

1. Provide full credit for the remaining units as they are pulled until all of the credit is used, i.e., a first-in/first-to-use-credit approach. This would delay the payment of any additional fees until all the acreage credit accumulated is absorbed.
2. Require full payment of the Fee as the remaining units are developed until the entire obligation of the project is funded. Subsequently the last portion of a project will use the credit for prior advance funding, i.e., a first-in/first-to-pay approach. This will accelerate the payment of additional fees until the total obligation of a project is met.
3. Allow for the use of accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality would be the ratio of the remaining credit acreage to the total remaining acres to be developed. This concept would essentially spread the credit accumulated on a project over its remaining acreage to be developed.

Adopted Approach

The third approach is the approach recommended by staff and adopted by the Board of Supervisors by Resolution No. 2008-153 on November 18, 2008. This policy would apply for the use of credit for all projects having provided advance-funding of the Levee Impact Fee. Specifically, within Attachment A of Resolution No. 2008-153, the Credit Policy for Prior Advance Funding is as follows:

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the

proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- "Remaining Credit Acreage" will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to October 21, 2008.
- "Total Remaining Acres" to be developed will be defined as the difference between the total developable GDAs in a project after April 19, 2005 and the amount of acres absorbed before October 21, 2008, or as subsequently revised by County and Landowner."

Further details on the mechanics of implementing this policy are provided below.

Development Agreement Terms

In exchange for providing additional funding on the proportionate basis, the County may enter into individual development agreements with the landowners of the projects upon proper application and payment of County fees, subject to review by the Planning Commission and approval by the Board of Supervisors with terms that may generally include these:

- The form of development agreement will contain the terms set forth below and substantially conform to the form available from the County's website:³
- The Tentative Map life for any tentative map included in the project will be extended to a total of 20 years from the date of approval of the Tentative Map.
- No new County imposed development impact fees will be imposed on the project for 10 years from the date of the development agreement with the following exclusions.
 - Any impact fees associated with any Traffic Impact (Road Improvements) within the County.
 - Any fees levied to offset the cost of regional park improvements up to a maximum of \$2,000 dollars per dwelling unit or equivalent.
- All currently County imposed development impact fees will not be increased for 10 years from the date of the development agreement with the following exclusions.
 - Any currently incorporated escalator adopted with the fee.

³ The document URL is
http://www.co.yuba.ca.us/Departments/Community%20Development/Planning/documents/Forms%20&%20Applications/Planning2008/DA-PART2_6-08.pdf

- Any increase of fees associated with the current Traffic Impact (Road Improvement) Fee component of the County Capital Facilities Fee and any change or increase associated with the current PLSP/NASA Road Improvement Fee.
- The collection of the balance of the Levee Fees due after the application of credit as described above will be determined at the time a building permit is pulled but will be deferred collection until the final inspection of home (in a manner consistent with Yuba County Ordinance 1461). The duration of this fee deferral will be 10 years from the effective date of the development agreement.
- The collection of all development impact fees and County Capital Facilities Fees will be deferred in a manner consistent with Yuba County Ordinance 1461, however, the duration of the deferral will be 10 years from the effective date of the development agreement.

With respect to Mello-Roos financing by TRLIA for landowners Levee Impact Fee obligations, the County will work with TRLIA to incorporate its acceptance of the following.

- The redemption of any outstanding builder bonds through the issuance of private placement or conventional Mello-Roos bonds issued by TRLIA associated with TRLIA CFDs 2006-1 and 2006-2 will be recommended by the County to TRLIA to be subject to the terms outlined in **Appendix B**.
- The application of revenues from special tax collections associated with TRLIA CFDs 2006-1 and 2006-2 will be as outlined in **Appendix C**.

Miscellaneous provisions:

- Mutual agreement by all parties (i.e. each Landowner who accepts the Credit and Reimbursement Policy, County and TRLIA) that the Second Funding Agreement for Advance Funding and Reimbursement of Costs for Levee Improvements ("Second Funding Agreement") is terminated as to those parties and of no force and effect and that any obligations or provisions that survive will be restated and incorporated into the development agreement (e.g., mandatory flood insurance provisions, TRLIA is not responsible for repayment) along with any other provisions that the parties might mutually agree upon.
- Landowners shall receive benefit of any development impact fee or capital facilities fee reduction applied to the County generally.
- TRLIA to execute Development Agreement only as to acceptance and compliance with sections related to redemption of outstanding builder bonds (**Appendix B**), application of revenues from special tax collections associated with TRLIA CFDs 2006-1 and 2006-2 (**Appendix C**), restatement of obligations that survive the Second Funding Agreement, and approval of Credit & Reimbursement Policies.

Implementation

With the adoption of Resolution No. 2008-153 by the BOS, the County Administrator is authorized to negotiate development agreements with the landowners that effectuate the adopted policy.

In general, credit for prior advance funding in excess of that used on all permits that have previously been applied for is to be allocated proportionately among the remaining lots in all tract maps/phases/units/villages (either previously created or proposed) that have not yet been applied for.

This means that for the projects identified in this Study, as additional homes are constructed, the landowner will fund a portion of the Fee based on the relative proportionality between the remainder of a project not able to be funded from credit and the total remaining acreage left in the project after all previously absorbed units. For purposes of this discussion, a unit is to be considered absorbed if its building permit has been applied for.

For purposes of implementing this policy, the County will calculate this remaining amount of the Fee due as the individual building permits are issued for units to be constructed in the project. However, collection of the Fee will be deferred until the final inspection of the home.

To calculate the amount of the fee due at the issuance of the building permit, the number of GDAs for each lot must be determined. This is a function of total GDAs in each tract map/phase/unit/village and the number of lots created in each of the tract maps/phases/units/villages. The tables in **Appendix A** provide this information and identify the specific amount of acreage that the levee Fee must be paid for at the final inspection of each building permit. This information is provided on a map-by-map basis for each project by landowner.

The amount of the Fee due will be determined at the time the building permit is issued based on the acreage identified in the tables in **Appendix A** and the applicable fee rate at the time of building permit issuance. The collection of the fee will be deferred until the final inspection of the unit for which the permit was issued.

4. REIMBURSEMENT POLICY

Reimbursement of Funds Advanced in Excess of the Fee Obligation Due

Policy Question

Table 5 and **Appendix A** demonstrate that, for the projects analyzed in this Study, 7 projects have advance funded levee fees in excess of the total amount of Levee Impact Fees due on the project. Two of these 7 projects are able to apply this additional funding to other projects through a transfer policy (as described in **Chapter 2**); however, for the remaining 5 projects, the policy question that arises is this: When and how will the projects receive a reimbursement for this excess funding?

The source of funds that will provide this reimbursement is not in question. Under all circumstances by which this funding was advanced, the source of repayment was identified as the collection of Levee Impact Fees from other development. Therefore, the County (and all other public agencies involved for that matter) is under no obligation to pay this reimbursement from other sources.

The primary issue involved is that the County and YCWA have also borrowed funds under the premise that the borrowing will be repaid from the same source of funds, the Levee Impact Fee. Therefore, a second policy question arises: How does the timing of repayment of the reimbursement due to landowners relate to the repayment of the County and YCWA borrowing?

Possible Approaches

There are many ways to approach the answer to these questions. The following list provides examples of various approaches:

1. Reimburse the landowners that are due reimbursements with any new funds that come into the levee improvement program, e.g., new fee collections and the funds from the County and YCWA borrowing.
2. Share any additional new funds that come into the program on a split basis (Landowners: County and YCWA) based on some proportionality.
3. Reimburse those landowners from new funds that come into the program only after the levee improvement program is complete and the levees are certified, regardless of when new funds arrive.
4. Reimburse private landowner funding until after the County and YCWA borrowing has been repaid.

Underlying Principles

To derive a policy direction on this issue, certain underlying principles should be established that help guide the determination of a policy. Listed below are the principles that are incorporated

into the adopted resolution that established the policy direction for reimbursement. These principles have previously been incorporated into prior decisions made by the BOS and should be considered in this circumstance:

- No reimbursements should be made to any party advancing funds into the levee improvement program until all project costs are paid and the levee improvement program has been complete and certified, unless otherwise determined by the County and YCWA that payment of such reimbursements are financially and legally advantageous to the County and YCWA.
- The Board should make decisions that consider the impact to the General Fund and the services provided to the County at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

Adopted Approach

The following list outlines the reimbursement approach adopted by Resolution 2008-153. This approach takes into consideration the aforementioned principles and provides a plan for reimbursement of the advance funding of levee improvements. The approach takes into consideration all reimbursements that are to be paid from the future collection of levee impact fees as shown in **Table 5** and the debt service obligations of the County and YCWA borrowing in the future. The approach is divided into three stages based on the following time periods:

- Period 1: Before Levee Certification.
- Period 2: After Levee Certification, before March 1, 2015.
- Period 3: After March 1, 2015, until all reimbursements are complete.

Period 1: Before Levee Certification

During this time period no reimbursements will be made to the County, YCWA, or landowners unless otherwise determined to be financially and legally advantageous and directed by the County and YCWA. All new Levee Impact Fees collected will be used to directly fund the levee improvements and ultimately offset the additional investment by the County and YCWA into the levee improvements program.

Period 2: After Levee Certification, before March 1, 2015

During the time period between when the levees are certified and before the County and YCWA will be required to pay debt service on their borrowing, twice per year distributions of Levee Impact Fee revenue will occur as follows:

- One hundred percent of revenues collected from Levee Impact fees will first be used to reimburse any outstanding reimbursement due under the First Funding Agreement to Homes by Towne:

- The principal amount of this reimbursement due is \$366,218 as of November 29, 2005. It will accrue interest at 7.5 percent per annum.
- After the full reimbursement of this amount to Homes by Towne, revenues collected before March 1, 2015, will be split by those parties determined by the County to be due reimbursements (including the County and YCWA) on a proportionate basis of the principal amount of their outstanding reimbursement. **Table 6** has been provided to demonstrate an example of the proportionality of outstanding reimbursements:
 - It will be assumed that landowners' reimbursement will accrue and capitalize interest onto their principal amounts at the same interest rate as the County and YCWA joint borrowing of 5.534 percent per annum. Interest will be calculated on a monthly compounding rate that is equivalent to an effective interest rate of 5.534 percent per annum.

Period 3: After March 1, 2015, until Reimbursements are Complete

Commencing on March 1, 2015, when debt service is due on the County and YCWA joint borrowing, twice-per-year distributions of Levee Impact Fee revenue will occur as follows:

- One hundred percent of Fee revenue collected will go fund the debt service due on the borrowing up to the debt service amount.⁴
- After March 1, 2015, any fee revenue collected in excess this debt service due will first be used to complete the reimbursement due to Homes by Towne under the Second Funding Agreement to the extent it was not completed before March 1, 2015.
- After this reimbursement to Homes by Towne, any fee revenue will be split between those parties determined by the County to be due reimbursement (including the County and YCWA) on a proportionate basis of the principal amount of their outstanding reimbursement.
 - It will be assumed that landowner's reimbursement will accrue and capitalize interest onto their principal amounts at the same interest rate as the County and YCWA joint borrowing of 5.534 percent per annum. Interest will be calculated on a monthly compounding rate that is equivalent to an effective interest rate of 5.534 percent per annum. Because the County and YCWA will be amortizing the principal amount of their reimbursement through the payment of debt service, their outstanding reimbursement amount will be reduced by this amount.

⁴ The debt service amount is defined as the total debt service due on the outstanding Taxable and Tax-Exempt Bonds.

Table 6
Three Rivers Levee Fee Credit & Reimbursement
Summary of Reimbursements from Levee Impact Fees
UPDATED BY LWA (10/19/15)
 (Corrects for Errors in Original 3/11/09 Study)

| Entity | Project | Reimbursements [1] as of October 21, 2008 | Estimated Proportionate Amount of Total Reimbursement |
|--|--------------------------------------|--|---|
| First Entity with Reimbursement Due from Levee Impact Fees | | | |
| Homes by Towne | Rio Del Oro (Village 14) [2] | \$415,173 | |
| Remaining Entities with Reimbursements Due from Levee Impact Fees [3] | | | |
| Beazer | Rio Del Oro (Villages 1-5, 7 & 9-13) | \$354,176 | 0.429% |
| Cassano/Kamilos | Rio Del Oro (Villages 6 & 8) | \$25,643 | 0.031% |
| DR Horton | Wheeler Ranch (Units 4 & 5) | \$3,095,289 | 3.749% |
| Homes by Towne | Rio Del Oro (Village 14) | \$462,093 | 0.560% |
| K Hovnanian/Forecast | Wheeler Ranch I (Units 2, 3, 6 & 7) | \$254,925 | 0.309% |
| | | \$4,192,126 | 5.078% |
| <i>Public Entity</i> | | | |
| Yuba County | | \$39,185,000 | 47.461% |
| Yuba County Water Agency | | \$39,185,000 | 47.461% |
| <i>Subtotal Public Borrowing</i> | | \$78,370,000 | 94.922% |
| Total Remaining Entities with Reimbursements | | \$82,562,126 | 100.000% |

"percentage"

Source: Appendix A

[1] Represents the principal amount of reimbursements as of October 21, 2008 including, in the case of the Homes by Towne reimbursement from the First Funding Agreement, the capitalized interest amount due from that agreement.

[2] Homes by Towne, from the Second Funding Agreement was due a principal amount of \$336,218 with interest to accrue at an effective 7.5% per annum from November 29, 2005.

[3] Remaining Entities will accrue interest on their outstanding balances at the Public Bond rate of 5.534%.

Implementation

As previously stated, the County, YCWA, and YLFA entered into an Impact Fee Agreement to provide a vehicle for repayment of their joint borrowing. This Impact Fee Agreement, as identified in Section 2.1, recognized that the County would, at some point in the future, enter into reimbursement agreements with the landowners that have advance funded costs of the levee improvement program beyond their otherwise applicable levee fee obligation.

For purposes of implementing the preferred approach for reimbursements, the County should proceed with these:

- Draft, negotiate, and execute the contemplated reimbursement agreements that are consistent with the approach outlined in this Study.
- As further identified in the Impact Fee Agreement, instruct the Community Development and Services Agency to administer the reimbursement agreements and Impact Fee Agreement consistent with policies and procedures outlined by this Study.



APPENDICES:

- Appendix A: Credit and Reimbursement Detailed Calculations
- Appendix B: Terms Associated with the Issuance of Private Placement and Conventional Bonds for TRLIA CFDs 2006-1 and 2006-2
- Appendix C: Special Considerations for Projects in TRLIA CFDs 2006-1 and 2006-2



APPENDIX A:

Credit and Reimbursement Detailed Calculations

Projects with Transfer of Reimbursement for Credit

| | | |
|-----------|-----------------------|-----|
| Table A-1 | KB Homes Credit | A-1 |
| Table A-2 | Lennar Credit | A-2 |

Projects with Reimbursement

| | | |
|-----------|---|-----|
| Table A-3 | Cassano/Kamilos Credit..... | A-3 |
| Table A-4 | DR Horton Credit | A-4 |
| Table A-5 | Towne Development of Plumas Lake LLP Credit | A-5 |
| Table A-6 | K Hovnanian Credit | A-6 |
| Table A-7 | Beazer Credit | A-7 |

Projects with No Reimbursement

| | | |
|-----------|---|-----|
| Table A-8 | Dansk-Californisk Danna 70 Credit | A-8 |
| Table A-9 | Rio Del Oro Farms Village 16 Credit | A-9 |

Projects with Credit

| | | |
|------------|----------------------------|------|
| Table A-10 | Cresleigh Credit..... | A-10 |
| Table A-11 | Meritage Homes Credit..... | A-11 |
| Table A-12 | Matthews Homes Credit..... | A-12 |
| Table A-13 | Feather Glenn Credit..... | A-13 |
| Table A-14 | Ryland Homes Credit | A-14 |

Projects with Transfer
of Reimbursement for Credit

Table A-1
Three Rivers Levee Fee Credit & Reimbursement
KB Homes Credit

KB Homes
Transfer

| Project / Map | GDAs A = Table 1 | GDAs Absorbed B = Table 1 | GDAs Absorbed C = A * \$60/59 | Total Fee Obligation D = B * \$60/59 | Fee Credit Used on Absorbed GDAs E | Total Funding Creditable to Date F | Remaining Funding after Absorbed GDAs G = E - D | Remaining Credit Acres H = G / \$60/59 | Acres Not Subject to Credit I = Remaining GDAs - H | Acres to be Funded on a Per Unit Basis J = (I / Remaining GDAs) * GDA per Unit | Fee Due (per Unit) or Reimbursement Due K = J * \$60/59 |
|----------------------------|---------------------|---------------------------------|-------------------------------------|--|---|---|--|---|--|--|--|
| Hawes Ranch Estates | | | | | | | | | | | |
| Hawes Ranch Map 02-602 | 21,005 | 13,591 | \$1,263,625 | \$817,640 | \$1,858,445 | N/A | \$1,040,805 | 17,301 | N/A | N/A | \$594,820.13 |
| Plumas Lake | | | | | | | | | | | |
| Phase 1A | 144,027 | 40,002 | \$8,664,520 | \$2,406,480 | \$7,012,868 | \$594,820 | \$5,201,208 | 86,458 | 17,567 | | \$1,294.86 |
| Phase 1B | 1,402 | 1,402 | \$84,343 | \$84,343 | | | | | | 0.022 | \$2,148.65 |
| Phase 2A | 34,685 | 34,685 | \$2,086,615 | \$2,086,615 | | | | | | 0.036 | \$2,209.67 |
| Phase 2B | 15,225 | 3,915 | \$915,921 | \$235,522 | | | | | | 0.037 | \$2,590.65 |
| Phase 2 (Remainder) | 8,160 | 0.000 | \$490,897 | \$0 | | | | | | 0.043 | \$2,296.87 |
| | 84,555 | 0.000 | \$5,086,744 | \$0 | | | | | | 0.038 | |
| Total KB Homes | 165,032 | 53,593 | \$9,928,145 | \$3,224,120 | \$8,871,313 | | \$6,242,013 | 103,759 | 17,567 | Total Remaining Fees | \$1,056,832 |

No_homes_credit

Table A-2
Three Rivers Levee Fee Credit & Reimbursement
Lennar Credit

| Three Rivers Levee Fee Credit & Reimbursement Lennar Credit | | | | | | | | | | Lennar Transfer | |
|---|--------------------------------------|------------------------------------|--|--|----------------------------------|---------------------|---------------------------------------|--------------------------|-------------------------------|---|---|
| Project / Map | GDA's | GDA's Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Fee Due (per Unit) or Reimbursement Due |
| Formula | A = Table 1 | B = Table 1 | C = A * \$60159 | D = B * \$60159 | E | F | G = E - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | K = J * \$60159 |
| Rio Del Oro Village 15 | 28,264 | 28,264 | \$1,700,334 | \$1,700,334 | \$2,130,519 | N/A | \$430,185 | 7.151 | N/A | N/A | \$430,185.07 |
| River Oaks East Village 1 Village 2 Village 3 | 88,304 32,772 31,847 23,685 | 18,538 18,538 0.000 0.000 | \$5,312,280 \$1,971,531 \$1,915,884 \$1,424,866 | \$1,115,209 \$1,115,209 \$0 \$0 | \$4,155,994 | \$430,185 | \$3,470,970 | 57.697 | 12.070 | 0.057 0.059 0.058 | \$3,445.24 \$3,526.08 \$3,471.89 |
| River Oaks North River Oaks North 2004-24 | 35,697 | 0.000 | \$2,147,496 | \$0 | \$833,564 | N/A | \$833,564 | 13.856 | 21.841 | Remaining Fee Due 0.204 | \$726.101 \$12,279.74 |
| Total Lennar | 152,265 | 46,802 | \$9,160,110 | \$2,815,543 | \$7,120,077 | | \$4,734,719 | 78.703 | 33.911 | Remaining Fee Due Total Remaining Fees | \$1,313,932 \$2,040,033 |

Projects with Reimbursement

Table A-4
Three Rivers Levee Fee Credit & Reimbursement
DR Horton Credit

| DR Horton Reimbursement | | | | | | | | | | | |
|----------------------------|-------------------|-------------------|-------------------------|--|--|------------------------|---|-------------------------------|------------------------------------|---|----------------------|
| Project / Map | GDA's Absorbed | GDA's Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Accege | Accege Not Subject to Credit | Accege to be Funded on a Per Unit Basis | Reimbursement Due |
| Formula | A = Table 1 | B = Table 1 | C = A * \$60159 | D = B * \$60159 | E | F | G = E - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | |
| Wheeler Ranch | 66.357 | 66.357 | \$3,991,971 | \$3,991,971 | \$7,087,260 | N/A | \$3,095,289 | 51.452 | N/A | N/A | \$1,239,897.45 |
| Unit 4 | 26.581 | 26.581 | \$1,599,086 | \$1,599,086 | | | | | | N/A | \$1,855,391.48 |
| Unit 6 | 39.776 | 39.776 | \$2,392,884 | \$2,392,884 | | | | | | N/A | |
| | | | | | | | | | | Total Reimbursement | \$3,095,288.93 |

"horton_credit"

Projects with No Reimbursement

Table A-8
Three Rivers Levee Fee Credit & Reimbursement
Dansk-Californisk Danna 70 Credit

Dansk-Californisk
No Reimbursement

| Project / Map | GDA's Absorbed | GDA's Absorbed | Total Fee Obligation [1] | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Reimbursement Due |
|----------------------|--------------------|--------------------|--------------------------|----------------------------------|----------------------------------|---------------------|---------------------------------------|--------------------------|-------------------------------|--|-------------------|
| <i>Formula</i> | <i>A = Table 1</i> | <i>B = Table 1</i> | <i>C = A * \$53,471</i> | <i>D = B * \$53,471</i> | <i>E</i> | <i>F</i> | <i>G = E - D</i> | <i>H = G / \$53,471</i> | <i>I = Remaining GDAs - H</i> | <i>J = (I / Remaining GDAs) * GDA per Unit</i> | |
| Rio Del Oro Danna 70 | 64,320 | 0.000 | \$3,439,286 | \$0 | \$3,439,286 | N/A | \$3,439,286 | 64,320 | 0.000 | 0.000 | \$0.00 |
| | | | | | | | | | | Total Reimbursement | \$0.00 |

[1] Based on Exhibit C of Development Agreement.

dansk_credit

Table A-9
Three Rivers Levee Fee Credit & Reimbursement
Rio Del Oro Farms Village 16 Credit

Rio Del Oro Farms
No Reimbursement

| Project / Map | GDA's Absorbed | Total Fee Obligation [1] | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Reimbursement Due |
|----------------------------|--------------------|--------------------------|----------------------------------|----------------------------------|---------------------|---------------------------------------|--------------------------|-------------------------------|--|--|
| <i>Formula</i> | <i>A = Table 1</i> | <i>B = Table 1</i> | <i>C = A * \$53,471</i> | <i>D = B * \$53,471</i> | <i>E</i> | <i>F</i> | <i>G = E - D</i> | <i>H = G / \$53,471</i> | <i>I = Remaining GDAs - H</i> | <i>J = (I / Remaining GDAs) * GDA per Unit</i> |
| Rio Del Oro Village 16 | 46,443 | 0.000 | \$2,483,376 | \$0 | \$2,483,376 | N/A | \$2,483,376 | 46,443 | 0.000 | \$0.00 |
| Total Reimbursement | | | | | | | | | | \$0.00 |

rio_farms_credit

[1] Based on Exhibit C of Development Agreement.

Projects with Credit

Table A-10
Three Rivers Levee Fee Credit & Reimbursement
Cresleigh Credit

| Cresleigh Homes Credit w/ Additional Funding | | | | | | | | | | | |
|---|-------------------|-------------------|-------------------------|--|--|------------------------|---|--------------------------------|-------------------------------------|--|--|
| Project / Map | GDA's Absorbed | GDA's Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Estimated Fee Due (per Unit) [1] |
| Formula | A = Table 1 | B = Table 1 | C = A * \$60159 | D = B * \$60159 | E | F | G = E - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | K = J * \$60159 |
| Plumas Ranch | 40.504 | 9.715 | \$2,436,680 | \$584,445 | \$1,962,038 | N/A | \$1,377,593 | 22.899 | 7.890 | | |
| Village 5 | 24.859 | 9.715 | \$1,495,493 | \$584,445 | | | | | | 0.0732 | \$4,405 |
| Village 6 | 15.645 | 0.000 | \$941,188 | \$0 | | | | | | 0.0557 | \$3,350 |
| Woodside | 97.261 | 18.529 | \$5,851,121 | \$1,114,707 | \$4,518,643 | N/A | \$3,403,936 | 56.582 | 22.149 | Remaining Fee | \$474,642 |
| Village 1 (TM 99-582) | 14.727 | 10.946 | \$885,958 | \$658,482 | | | | | | 0.0560 | \$3,368 |
| Village 2A (TM 2003-39) | 16.495 | 0.000 | \$992,323 | \$0 | | | | | | 0.0559 | \$3,363 |
| Village 2B (TM 2003-40) | 13.829 | 7.584 | \$831,939 | \$456,225 | | | | | | 0.0627 | \$3,775 |
| Village 3 (TM 2005-12) | 27.641 | 0.000 | \$1,662,855 | \$0 | | | | | | 0.0540 | \$3,249 |
| Village 4 (TM 2005-13) | 24.569 | 0.000 | \$1,478,046 | \$0 | | | | | | 0.0487 | \$2,928 |
| Total Cresleigh Homes | 137.765 | 28.244 | \$8,287,801 | \$1,699,152 | \$6,480,681 | | \$4,781,529 | 79.482 | 30.039 | Remaining Fee | \$1,332,478 |
| | | | | | | | | | Total Remaining Fees | | \$1,807,120 |

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

"Cresleigh credit"

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

"Cresleigh Credit"

Table A-11
Three Rivers Levee Fee Credit & Reimbursement
Meritage Homes Credit

| Meritage Homes Credit w/ Additional Funding | | | | | | | | | | | | |
|--|---------------|------------------|------------------|-------------------------|--|--|------------------------|---|--------------------------------|-------------------------------------|--|---|
| Three Rivers Levee Fee Credit & Reimbursement Meritage Homes Credit | Project / Map | GDAs Absorbed | GDAs Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Estimated Fee Due (per Unit) [1] |
| Formula | | A = Table 1 | B = Table 1 | C = A * \$60159 | D = B * \$60159 | E | F | G = E - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | K = J * \$60159 |
| Draper Ranch North | | 106.090 | 27.086 | \$6,382,268 | \$1,629,449 | \$5,003,337 | N/A | \$3,373,888 | 56.083 | 22.921 | | |
| Phase 1 | | 27.650 | 27.086 | \$1,663,396 | \$1,629,449 | | | | | | 0.082 | \$4,924 |
| Remaining Phases [2] | | 78.440 | 0.000 | \$4,718,872 | \$0 | | | | | | 0.069 | \$4,174 |
| | | | | | | | | | | | Total Remaining Fees | \$1,378,931 |

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

[2] Remaining Phase Maps have not yet been submitted. As additional maps are submitted this table should be revised to reflect the actual density of the phased maps.

meritage_credit

Table A-12
Three Rivers Levee Fee Credit & Reimbursement
Matthews Homes Credit

Matthews Homes
Credit w/ Additional Funding

| Project / Map | GDAs Absorbed | GDAs Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Estimated Fee Due (per Unit) [1] |
|-----------------------------|--------------------|--------------------|------------------------|----------------------------------|----------------------------------|---------------------|---------------------------------------|--------------------------|-------------------------------|--|----------------------------------|
| <i>Formula</i> | <i>A = Table 1</i> | <i>B = Table 1</i> | <i>C = A * \$60/59</i> | <i>D = B * \$60/59</i> | <i>E</i> | <i>F</i> | <i>G = E - D</i> | <i>H = G / \$60/59</i> | <i>I = Remaining GDAs - H</i> | <i>J = (I / Remaining GDAs) * GDA per Unit</i> | <i>K = J * \$60/59</i> |
| Riverside Meadows | 173.751 | 36.839 | \$10,452,686 | \$2,216,224 | \$6,676,794 | N/A | \$4,460,569 | 74.146 | 62.765 | | |
| Village 1 | 29.372 | 26.148 | \$1,766,990 | \$1,573,052 | | | | | | 0.164 | \$9,878.69 |
| Village 2 | 24.672 | 10.691 | \$1,484,243 | \$643,172 | | | | | | 0.126 | \$7,560.34 |
| Village 3 | 23.111 | 0.000 | \$1,390,335 | \$0 | | | | | | 0.109 | \$6,570.93 |
| Village 4 | 23.187 | 0.000 | \$1,394,907 | \$0 | | | | | | 0.118 | \$7,105.29 |
| Village 5 | 22.900 | 0.000 | \$1,377,641 | \$0 | | | | | | 0.142 | \$8,534.60 |
| Village 6 | 27.388 | 0.000 | \$1,647,635 | \$0 | | | | | | 0.148 | \$8,886.30 |
| Village 7 | 23.121 | 0.000 | \$1,390,936 | \$0 | | | | | | 0.131 | \$7,872.29 |
| Total Remaining Fees | | | | | | | | | | | \$3,775,893 |

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

"matthews_credit"

Table A-13
Three Rivers Levee Fee Credit and Reimbursement
Feather Glenn Credit

| Feather Glenn Project Credit w/ Additional Funding | | | | | | | | | | | |
|---|-------------------|-------------------|-------------------------|--|--|------------------------|---|--------------------------------|-------------------------------------|--|---|
| Project / Map | GDA's Absorbed | GDA's Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Estimated Fee Due (per Unit) [1] |
| Formula | A | B | C = A * \$60159 | D = B * \$60159 | E | F | G = E +F - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | K = J * \$60159 |
| FGLHC | 31.110 | 5.702 | \$1,871,546 | \$343,032 | \$1,473,433 | N/A | \$1,130,401 | 18.790 | 6.618 | | |
| Phase 1A | 17.850 | 5.702 | \$1,073,838 | \$343,032 | | | | | | 0.065 | \$3,884.58 |
| Phase 1B | 13.260 | 0.000 | \$797,708 | \$0 | | | | | | 0.075 | \$4,516.72 |
| | | | | | | | | | | Total Remaining Fees | \$398,114 |
| Lakemont Homes | 25.040 | 0.000 | \$1,506,381 | \$0 | \$1,298,558 | N/A | \$1,298,558 | 21.585 | 3.455 | | |
| Phase 1C | 9.850 | 0.000 | \$592,566 | \$0 | | | | | | 0.029 | \$1,739.39 |
| Phase 1D | 15.190 | 0.000 | \$913,815 | \$0 | | | | | | 0.038 | \$2,292.21 |
| | | | | | | | | | | Total Remaining Fees | \$207,823 |

Three Rivers Levee Fee Credit and Reimbursement
Feather Glenn Credit

1) Fee shown is based upon the initial starting fee rate of \$60,159.

Lakemont credit

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

"lakemont_credit"

Table A-14
Three Rivers Levee Fee Credit & Reimbursement
Ryland Homes Credit

| Ryland Homes Credit w/ Additional Funding | | | | | | | | | | | |
|--|------------------|------------------|-------------------------|--|--|------------------------|---|--------------------------------|-------------------------------------|--|---|
| Project / Map | GDAs Absorbed | GDAs Absorbed | Total Fee Obligation | Fee Credit Used on Absorbed GDAs | Total Funding Creditable to Date | Transfer of Credits | Remaining Funding after Absorbed GDAs | Remaining Credit Acreage | Acreage Not Subject to Credit | Acreage to be Funded on a Per Unit Basis | Estimated Fee Due (per Unit) [1] |
| Formula | A = Table 1 | B = Table 1 | C = A * \$60159 | D = B * \$60159 | E | F | G = E - D | H = G / \$60159 | I = Remaining GDAs - H | J = (I / Remaining GDAs) * GDA per Unit | K = J * \$60159 |
| Thoroughbred Acres | 105.672 | 33.443 | \$6,357,122 | \$2,011,897 | \$4,072,998 | N/A | \$2,061,101 | 34.261 | 37.968 | | |
| Phase 1 | 36.951 | 33.443 | \$2,222,935 | \$2,011,897 | | | | | | 0.123 | \$7,395.66 |
| Phase 2 | 10.011 | 0.000 | \$602,252 | \$0 | | | | | | 0.150 | \$9,045.18 |
| Phase 3 | 58.710 | 0.000 | \$3,531,935 | \$0 | | | | | | 0.122 | \$7,367.49 |
| | | | | | | | | | | Total Remaining Fees | \$2,284,124 |

Three Rivers Levee Fee Credit & Reimbursement
Ryland Homes Credit

1) Fee shown is based upon the initial starting fee rate of \$60,159.

Ryland credit

[1] Fee shown is based upon the initial starting fee rate of \$60,159.

"Ryland_Credit"

APPENDIX B:

Terms Associated with the Issuance
of Private Placement and Conventional
Bonds for TRLIA CFDs 2006-1 and 2006-2



APPENDIX B

TERMS ASSOCIATED WITH THE ISSUANCE OF PRIVATE PLACEMENT AND CONVENTIONAL BONDS FOR TRLIA CFD'S 2006-1 & 2006-2

TRLIA will consider from time to time, and otherwise at the written request of the owner of a Builder Bonds, the issuance of Private Placement Bonds or Conventional Bonds to refund Builder Bonds. Landowners shall cooperate with TRLIA in such effort. In order to promote the sale of Private Placement Bonds and Conventional Bonds to outside parties prior to the completion of the Levee Improvement Program, TRLIA shall agree to consider, given current market conditions, eligible investors and the use of call protection for such Bonds, the use of tax-exempt interest rates that reflect actual market rates for bonds with similar credit characteristics to the Bonds being marketed, and the use of other bondholder incentives (that do not require any funding from TRLIA, other than from Special Tax Revenues from the respective Tax Zone of the respective CFD) as may be necessary to attract investors for the Bonds. Notwithstanding the preceding, TRLIA shall not be obligated to issue Private Placement Bonds or Conventional Bonds that have significant credit risk of default or otherwise, at tax exempt interest rates that are in excess of the outstanding related Builder Bond interest rates. TRLIA shall consider investors willing to purchase Private Placement Bonds who are proposed by the owners of the Builder Bonds, and approval of such investors shall not be unreasonably withheld as long as such investors comply with the terms and qualifications for bond purchasers listed below. A guideline of the terms for such bond issuances are contained below. The cost of issuance shall be paid from the proceeds of the sale of Private Placement Bonds and Conventional Bonds to outside parties. TRLIA may require a deposit in a reasonable and customary amount towards the cost of issuance. So long as (i) the applicable Landowners fully and timely cooperates with respect to the provision of customary requests for information, certificates, legal opinions, and execution of continuing disclosure certificates, (ii) the proposed financing is in compliance with the requirements below, and (iii) with respect to Private Placement Bonds, a purchaser has been identified, TRLIA expects that Private Placement Bonds can be issued within 90 days of a request by an owner of Builder Bonds therefore and Conventional Bonds can be issued within 180 days of an owner of Builder Bonds request therefore; subject in any event to general market conditions for land secured financings.

(1) Owners of Builder Bonds with property located within TRLIA CFD's 2006-1 & 2006-2 may request that TRLIA issue Private Placement Bonds and Conventional Bonds on behalf of the Tax Zones applicable to such Builder Bonds.

(2) For owners of Builder Bonds that are willing to provide individual collateral (e.g., a letter of credit from a financial institution acceptable to TRLIA), TRLIA will use reasonable efforts to seek willing investors for a fixed rate interest bond issue in the conventional marketplace to refund Builder Bonds, without satisfying the terms of Section 3 (except subparagraphs b., d. and i. shall apply in any event) and 4 (except subparagraphs b.(i), b.(ix), b.(x), b.(xi) and b.(xiii) shall apply in any event).

(3) *Private Placement Bonds.* Terms under which Private Placement Bonds for a Tax Zone may be issued are listed below, as determined by TRLIA; however, neither the County nor TRLIA can guarantee that a buyer will exist even if the following criteria are satisfied:

a. Purchasers of such Private Placement Bonds shall be "qualified institutional investors" as such term is defined in Subsection (a) of Rule 144A of the Securities Act of 1933 or "accredited investors" as such term is defined in Subsection (a) of Rule 501 of Regulation D under the Securities Act of 1933;

b. The EIR and/or EIS for the Phase 4 Work is approved and certified, with no legal challenge pending.

c. Bonds for the Tax Zone are supported by at least a 3:1 value-to-lien ratio in accordance with all provisions of Section (4)a, below. Parcels of undeveloped land within such Tax Zone with a 2:1 value-to-lien ratio, or lower, shall not be included for purposes of determining land values or tax revenue capacity. However, notwithstanding Section 4(a), all appraisals utilized to determine the 3:1 and 2:1 value-to-lien ratios for purposes of issuing Private Placement Bonds shall assume the completion of all Phase 4 Work, with all disclosure documents for such Bonds clearly stating that, if applicable, although Phase 4 Work has in fact not yet been completed, its completion has been assumed in determining the appraised value of the CFD and all parcels located therein.

d. All net refunding proceeds generated by Private Placement Bonds within a Tax Zone shall be placed with the fiscal agent for the CFD and expended as necessary to pay the future Levee Impact Fee obligations of the Landowner for that Tax Zone, until all of such Landowner's future Levee Impact Fee Obligations have been satisfied. Once sufficient funding has been collected to cover all future projected Levee Impact Fees for a specific Landowner, any additional net refunding proceeds generated by Private Placement Bonds within a Tax Zone shall be used to redeem the Builder Bonds that were refunded with the proceeds of the Private Placement Bonds.

e. California Debt Issuance Advisory Committee (CDIAC) compliant appraisal has been provided;

f. Annual tax levy in effect and customary foreclosure covenant on the Landowner's property, there are no significant delinquencies in payment of Special Taxes levied in the applicable Tax Zone, and the requirements of (4)(b)(ix) are met;

g. Customary reserve fund(s) established;

h. The Private Placement Bonds shall have at least \$100,000 face value denominations (to preclude owners from re-offering portions of the bonds) and such bonds shall be in certificated (not book-entry) form; and

i. The Landowners complete questionnaires and provide sufficient data for TRLIA to compile and deliver a suitable initial disclosure document to the targeted investor(s); there is an agreement in place with TRLIA to enable it to fully comply with continuing disclosure requirements; TRLIA has reason to believe that it will be furnished all required customary 10(b)-5 opinions and certificates required to close the offering; and the sale of the bonds is accompanied by a "traveling" investment letter and occurs through a registered broker dealer.

j. Private Placement Bonds may be current interest bonds or capital appreciation bonds.

k. Tax-exempt interest rates assigned to Private Placement Bonds shall reflect actual market interest rates for bonds with similar credit characteristics to the Bonds being marketed, as may be necessary to attract investors for the Bonds.

(4) *Conventional Bonds.* For Conventional Bonds to be issued for a Tax Zone, one of the following conditions must be met within such Tax Zone:

a. The standards established within the then current TRLIA's adopted Goals and Policies for Land Secured Financings and the requirements of (4)(b)(ix) are satisfied; or

b. Improved land value to public lien ratio must be at least 3 to 1, and supported by an as-built appraisal plus *all* of the following criteria must be satisfied as determined by TRLIA:

(i) there are no delinquent ad valorem or special taxes on any parcels owned by the owner of Builder of the Builder Bonds in the applicable Tax Zone;

(ii) the combined total of the projected assigned special taxes on all parcels in a Tax Zone are equal to or greater than 110% of projected gross (not net) debt service of the proposed Private Placement Bonds and Conventional Bonds for the next year (or at peak level, if debt service is escalating), based on projected interest rates for the Bonds;

(iii) special taxes on developed (final mapped) property will provide at least 50% of the projected debt service requirement for the next fiscal year on the proposed Conventional Bonds and Private Placement Bonds;

(iv) the special tax revenues for undeveloped parcels with a land value to public lien ratio of less than 2 to 1 shall not be included for purposes of calculation of the 110% coverage factor;

- (v) no impediment to development exists from restrictions imposed by agencies such as FEMA, the State Reclamation Board or any other agency having jurisdiction over the levees and levee-related matters;
- (vi) a customary reserve fund(s) established;
- (vii) the Conventional Bonds shall be in "standard" (i.e., \$5,000) denominations;
- (viii) the Conventional Bonds shall be structured so as to pay periodic interest;
- (ix) special taxes required to amortize the debt, when combined with overlapping ad valorem property taxes, other special taxes or assessments, and other property taxes, are limited to 1.8% of the projected average residential sales price for properties included in each final map in the Tax Zone, and shall provide minimum coverage levels of 110% of projected debt service requirements;
- (x) typical validity and tax exemption opinions of counsel are provided;
- (xi) standard initial disclosures shall be provided (with typical comfort letters and opinions) and shall be accompanied by appropriate ongoing disclosure agreement(s);
- (xii) such other material features as the several underwriters for such Conventional Bonds may require to establish suitability for intended offerees; and
- (xiii) The Landowners complete questionnaires and provide sufficient data for TRLIA to compile and deliver a suitable initial disclosure document to the targeted investor(s); there is an agreement in place with TRLIA to enable it to fully comply with continuing disclosure requirements; TRLIA has reason to believe that it will be furnished all required customary 10(b)-5 opinions and certificates required to close the offering.

(5) *Builder Bonds Status in the Event of Issuance of Private Placement Bonds or Conventional Bonds.* IN THE EVENT OF A SALE OF A PRIVATE PLACEMENT BOND OR CONVENTIONAL BOND, THE LIEN OF ANY REMAINING BUILDER BONDS SHALL BE SUBORDINATE TO THE PRIVATE PLACEMENT BOND OR THE CONVENTIONAL BOND AND SUCH LIEN AND OBLIGATION TO PAY THE BUILDER BOND WILL BE EXTINGUISHED IN THE EVENT OF A DEFAULT AND FORECLOSURE AGAINST THE PROPERTY SECURING SUCH PRIVATE PLACEMENT BOND OR CONVENTIONAL BOND.

(6) The terms of bond issues by or on behalf of TRLIA shall be subject to the approval by the Board of Directors of TRLIA, and all such terms not

expressly described above shall be as determined by TRLIA consistent with similar land secured financings in the County of Yuba or adjacent areas.

APPENDIX C:

Special Considerations for Projects
in TRLIA CFDs 2006-1 and 2006-2



APPENDIX C

SPECIAL CONSIDERATION FOR PROJECTS IN TRLIA CFDS 2006-1 AND 2006-2

The purpose of this Appendix is to discuss the use of Special Tax revenue collected from those projects that have land within TRLIA CFDs 2006-1 and 2006-2. Specifically, this Appendix will explain how that Special Tax revenue relates to the Three Rivers Levee Impact Fee ordinance (Levee Impact Fee) and the obligation to fund the Levee Impact Fee (Fee Obligation) prescribed therein.

- First, in order to ensure that Special Tax revenue can be used in the same manner as revenue generated from the Levee Impact Fee, this document will analyze of the relevant documents that prescribe the use of the Special Tax revenue.
- Second, this document will describe how Special Tax revenue will be treated with respect to satisfying the Fee Obligation by providing credit.

USE OF SPECIAL TAX REVENUE

The terms related to how Special Tax revenue collected from property within these CFDs is to be used are contained within the following documents;

- Description of Facilities Eligible to be funded by the Districts;
- Rate and Method of Apportionment of the Special Tax (RMA) for each CFD; and,
- The individual Fiscal Agent Agreements entered into for each Tax Zone within each CFD.

The relevant terms of these documents are summarized as follows.

Description of Eligible Facilities

The description of Eligible Facilities for both CFD 2006-1 and CFD 2006-2 includes the following;

“The District may finance all or a portion of the costs of the following:...The construction, repair and /or rehabilitation of flood control improvements, including but not limited to levee system and drainage

improvements, and any necessary habitat mitigation incident to any improvements."

And also includes the following:

"Reimbursement of costs related to the formation of the District advanced by the Authority, the County, Reclamation District No. 784 or any other governmental agency, or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any related entity, or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District."

Rate and Method of Apportionment

Special Tax revenues are used to pay "Annual Costs," as defined in the RMA. Annual Costs are defined in the RMA for each of CFD 2006-1 and CFD 2006-2 as follows;

"Annual Costs" means, for any Fiscal Year, the total of these:

- i. Debt Service for Bonds due in calendar year that commences in such Fiscal Year;
- ii. Administrative Expenses for such Fiscal Year;
- iii. The amount needed to replenish the Reserve Fund for the Bonds to the level required under the Bond Indenture;
- iv. An amount to fund delinquencies in payments of Special Taxes from Taxable Parcels based upon the Special Tax levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;
- v. Premiums for Bond credit enhancements; and
- vi. Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD, including the repayment of Builder Bonds, or to be used to reduce the amount of future Capital Calls."

According to the RMA for each of CFD 2006-1 and CFD 2006-2, Pay-As-You-Go Expenditures means, "the use of annual Special Tax revenues to pay for Authorized Facilities, as determined by the Administrator."

Fiscal Agent Agreements²

With respect to the use of Special Tax revenues as it relates to the repayment of the Builder Bonds, Sections 4.01 of the Fiscal Agent Agreements for each respective Tax Zones of CFD 2006-1 states the following;

² While there are separate Fiscal Agent Agreements entered into for each set bonds issued for each Tax Zone in the 2 CFD's, the Fiscal Agent Agreements are substantially the same .

"With respect to Special Tax Revenues, if any, collected by or on behalf of the Authority, any Special Tax Revenues remaining in any Fiscal Year after the satisfaction of any and all other claims thereon and pledges thereof (including (i) the payment of debt service on any Private Placement Bonds or Conventional Bonds, as such terms are defined in the Second Funding Agreement; (ii) the payment of any debt service on any Refunding Bonds; and (iii) the payment of any other Annual Cost, as such term is defined in the RMA, other than the payment of the Bonds), as determined by the Treasurer, shall be transferred by the Treasurer to the Fiscal Agent for deposit by the Fiscal Agent to the Bond Fund; provided that any such Special Tax Revenues constituting payment of the portion of the Special Tax levy for Administrative Expenses shall be deposited by the Treasurer in the Administrative Expense Fund, and any such Special Tax Revenues constituting Special Tax Prepayments shall be transferred by the Treasurer to the Fiscal Agent for deposit by the Fiscal Agent (as specified in writing by the Treasurer to the Fiscal Agent) directly in the Special Tax Prepayments Account established pursuant to Section 4.04(A)."

Sections 4.01 of the Fiscal Agent Agreements for each respective Tax Zone of CFD 2006-2 contain similar language, except with respect to Zones 3 and 4 of CFD 2006-2 which make it clear that CFD 2006-1 Zone 5 and 4 bonds, respectively, get paid prior to Zone 3 and 4 bonds of CFD 2006-2.

SPECIAL TAX REVENUE AND CREDIT TOWARD FEE OBLIGATION

Two categories of land within the CFDs are affected by the application of Special Tax revenue. They are;

1. Those properties that have land within either of the CFDs and have a **remaining Fee Obligation**; and
2. Those properties that have land within either of the CFDs **and have fully funded their Fee Obligation**.

For projects that have an additional Fee Obligation -

Based upon the above referenced terms contained within the RMA, Description of Eligible Facilities and Fiscal Agent Agreement, Special Tax revenue collected from land within projects that have an additional Fee Obligation should be treated as Pay-As-You-Go expenditures to fund Authorized Facilities. As defined in the Description of Eligible Facilities, the term "Authorized Facilities" includes "reimbursement of any costs advanced by the Authority or any related entity (*in this case the County and the Yuba County Water Agency*), or any landowner or developer within the District, for facilities,

fees or other purposes or costs of the District” (italicized language added) is part of Authorized Facilities.

Therefore, Special Tax Revenue that is collected from those lands that have an additional Fee Obligation will be used to provide reimbursement to the County and YCWA for payments made by them with respect to their borrowing to pay levee improvement costs. This application of revenues is the same as will apply to revenue from the collection of the Three Rivers Levee Impact Fee which also would provide reimbursement to the County and YCWA for payments made by them with respect to their borrowing to pay levee improvement costs. Furthermore, the Fiscal Agent Agreement indicates that the payment of any Annual Cost is senior to the redemption of Builder Bonds from Special Tax revenue. Given the foregoing and the provisions of Sections 4.01 of the Fiscal Agent Agreements, the reimbursement of funds to the County and YCWA comes before the payment of Builder Bonds.

Hence, for those Projects that have an additional Fee Obligation:

- Special tax revenue will be credited toward funding the Fee Obligation due on the remaining units. The funds will be accounted for by the County Treasurer and upon remission by the County Treasurer to YLFA to pay project costs, YLFA will advise the County on the amount of acreage credit earned.
- The funds will be accounted for and utilized in the same manner as the disposition of Levee Impact Fees collected by the County. Special tax revenues can be used to pay project costs if the levee improvement project is still incomplete, or the revenues can be used to pay reimbursements due to those parties that advance-funded improvement costs (reference **Chapter 4**).
- The acreage credit will be determined based upon the fee applicable at the time the Special Tax revenues are transmitted to YLFA.
- Acreage credit generated from Special Tax revenues will be utilized by the landowner to satisfy the Levee Impact Fees due, as outlined in **Chapter 3**, for the next subsequent building permits issued. The credit will be applied to satisfy the remaining Fee Obligation due on the permit in the same manner as cash paid would.
- As a result of utilizing Special Tax revenues to satisfy a remaining Fee Obligation, Special Tax revenue will not be used toward the payment or redemption of Builder Bonds.

For projects that have fully funded their levee funding obligations -

Projects that have fully funded their Fee Obligation have no additional allocable costs remaining to pay and have no reimbursement obligation to the County, YCWA or any other landowner that advanced funded levee improvement costs. Therefore, Special Tax revenue collected from properties in such projects in any year that Builder Bonds are outstanding (and no additional debt has been issued) will be used pursuant to the Fiscal Agent Agreement to pay Administrative Expenses, with any remaining funds to be used to redeem the outstanding Builder Bonds of the applicable Zone of the applicable CFD. Sections 2.03 of the Fiscal Agent Agreements states the procedures for Builder Bond redemption. In summary, the Builder Bonds can be redeemed on any date, without premiums in increments of \$5,000 of Maturity Amount.



Revised Technical Memorandum

TRLIA Levee Fee Credits / Reimbursements

DR Horton River Oaks South Project – Plumas Lake

October 27, 2015

Prepared for: Paul Brunner, Executive Director - TRLIA

Copy to: Robert Bendorf, County Administrator - Yuba County
Kevin Mallen, CDSA Director – Yuba County

Prepared by: Seth Wurzel, CGFM

Purpose

This memorandum has been prepared by Larsen Wurzel & Associates, Inc. (LWA) at the request of Three Rivers Levee Improvement Authority (TRLIA), Yuba County Community Development and Services Agency (CDSA), and representatives of DR Horton. The purpose of this memorandum is to restate the advance funding, fee obligation, fee credit and reimbursement status of certain properties owned by DR Horton within the Plumas Lake area subject to the Three Rivers Levee Impact Fee (Fee). Further, this memorandum will be used to memorialize the fee credit transfers and reimbursements for the River Oaks South Project owned by DR Horton within a development agreement between Yuba County and DR Horton.

Pertinent Information

In order to calculate fee credits, transfer and reimbursement, information pertaining to the projects owned by DR Horton is needed. This section provides a written recapitulation of the funding advanced by DR Horton's two projects, Wheeler Ranch Units 4 & 5 and River Oaks South. This section also restates the remaining fee obligations, credits and/or reimbursements.

Wheeler Ranch Units 4 & 5

In March of 2009 TRLIA documented the status of all prior funding advanced by development interests under several funding arrangements dating back to 2003 with the Three Rivers Levee Impact Fee Advanced Funding Credit and Reimbursement Policies and Procedures Study prepared by EPS dated March 11, 2009 (the Study).¹

Table 1 summarizes the funding advanced by DR Horton for the Wheeler Ranch Units 4 & 5 project as referenced in the Study.

¹ As part of the administrative process of this program, certain tables have been updated to correct errors and update fee rates / information. This memorandum is reflective of any corrections / updates made during the administrative process of the Credit & Reimbursement Program.

The Fee obligation for this project was also identified by the Study. The Fee obligation for all remaining developable acreage after April 19, 2005, and absorbed before October 21, 2008, was the Initial Fee Rate for Single-Family Residential Development in the Plumas Zone as identified in the October 13, 2008, Revised Three Rivers Levee Fee Nexus Study of \$60,159 per Gross Developable Acre (GDA) as adopted by Yuba County Ordinance 1465 on November 18, 2008. **Table 2** shows this Fee Obligation for Wheeler Ranch Units 4 & 5.

Table 1

| Builder / Landowner Project | DR Horton (Western Pacific Housing) Wheeler Ranch Units 4 & 5 | Study Reference |
|---|--|--------------------|
| 2003 Agreement Levee Study Advances | \$0 | Table 1 |
| TRLIA CFD 2004-1 Special Tax Collections | \$928,984 | Table 1 |
| First Funding Agreement Amounts 149 Units @ \$29,345 / Unit | \$4,372,405 | Table 1 |
| Adjustments Between Projects [1] | -\$341,167 | Table 1 |
| Interest Earned on Funding (First Funding Agreement Escrow) | \$12,878 | Table 1 |
| Second Funding Agreement | \$2,114,160 | Table 2 |
| Total Advanced Funding | \$7,087,260 | |

[1] Through the Fair Share Funding Report (July 2006), projects owned by the same entity were provided the ability to transfer excess funding between projects. This transfer amount was based upon a par amount of funding at the time of the July 2006 Fair Share Funding Study of \$74,912 / Acre).

Reference: 2015 1019 DR Horton Analysis - LWA 11121.xlsx

Table 2

| Project | Acres | Fee Obligation [1] |
|-----------------------------|---------------|--------------------|
| Wheeler Ranch | | |
| Unit 4 | 26.581 | \$1,599,086 |
| Unit 5 | 39.776 | \$2,392,884 |
| Total Fee Obligation | 66.357 | \$3,991,970 |

[1] Fee obligation at the Initial Fee Rate of \$60,159

Reference: 2015 1019 DR Horton Analysis - LWA 11121.xlsx

Based upon the information provided above, for the Wheeler Ranch Project Units 4 & 5, DR Horton funded \$3,095,290 in excess of their funding obligation. This amount is shown as a reimbursement due to DR Horton within the Study (Table 6)².

However, as noted within the Study and as previously applied within the July 2006 Revised Three Rivers Levee Fair Share Funding Study³, developers can apply excess funding from one project within Plumas Lake to other projects that they own that they have under development. This was previously done by DR Horton within the July 2006 Revised Three Rivers Levee Fair Share Funding Study as it relates to the -\$341,167 shown in **Table 1**.

² As previously noted, Table 6 has been updated to reflect errors from the March 11, 2009 version of the Study. This memorandum reflects this correction.

³ The July 2006 Revised Fair Share Funding Study was prepared based upon the terms of the April 19, 2005 Agreement for Advanced Funding and Reimbursement of Costs for Levee Improvements (also referred to as the First Funding Agreement).

Further, within the Second Funding Agreement, Exhibit E, as it relates to the advanced funding provided by DR Horton for its Wheeler Ranch Project, excess funding provided under this agreement was intended to provide credit toward their levee obligation for the River Oaks South Project.

Given the current excess funding to date of \$3,095,290 and the policies shown with the Study and other supporting documents discussed herein, the resulting acreage credit would be 51.452 acres at the Initial Fee Rate of \$60,159 / Acre.

River Oaks South

Advance funding provided for the River Oaks South project was also documented in the March, 2009 Study. **Table 3** summarizes the funding advanced by DR Horton for the River Oaks South project as referenced in the Study.

Table 3

| Builder / Landowner Project | DR Horton (Western Pacific Housing) River Oaks South (Villages 1, 2 & 3) | Study Reference |
|---|---|--------------------|
| 2003 Agreement Levee Study Advances | \$70,082 | Table 1 |
| TRLIA CFD 2004-1 Special Tax Collections | \$0 | Table 1 |
| First Funding Agreement Amounts 149 Units @ \$29,345 / Unit | \$0 | Table 1 |
| Adjustments Between Projects [1] | \$341,167 | Table 1 |
| Interest Earned on Funding (First Funding Agreement Escrow) | \$0 | Table 1 |
| Second Funding Agreement | \$0 | Table 2 |
| Total Advanced Funding | \$411,249 | |

[1] Through the Fair Share Funding Report (July 2006), projects owned by the same entity were provided the ability to transfer excess funding between projects. This transfer amount was based upon a par amount of funding at the time of the July 2006 Fair Share Funding Study of \$74,912 / Acre).

Reference: 2015 0825 DR Horton Analysis - LWA 11121.xlsx

Because the River Oaks South project was not moving forward at the time of the Study's drafting, the fee obligation for this project was not identified.

The assumed Gross Developable Acreage of the River Oaks South Project's Single Family residential development is identified in **Table 4**.⁴ Also identified is the Net Remaining Acreage of Fee Obligation to be funded based upon the identified funding shown in **Table 3**. **Table 4** also shows the commercial fee obligation based upon the acreage of the two commercial lots in Village 1 and an assumed Flood Area Ratio (FAR) of 0.25 for the purpose of determining the GDA pursuant to the County's policy for the TRLIA Fee as it applies to commercial property.

⁴ This acreage is based upon draft Final Maps prepared for the project as noted within **Table 4**. The acreage excludes Village 1 Lots 84 & 85 which are commercial lots and have been excluded from this analysis.

Table 4

| Project | Developable Acres/ Amounts [1] | Reference |
|---|---|--------------------|
| River Oaks South (Single Family Residential) [2] | | |
| Village 1 - 83 LOTS | 20.070 | |
| Village 2 - 72 LOTS | 14.480 | |
| Village 3 - 94 LOTS | 18.854 | |
| Total Fee Obligation Acres | 53.404 | A |
| Previously Advanced Funds | \$411,249 | B (Table 3) |
| Acreage Credit Rate | \$60,159 | C |
| Credit Acreage | 6.836 | D = B/C |
| Net Remaining Residential Acreage to Fund | 46.568 | E = A-D |
| River Oaks South (Commercial) [2] | | |
| Village 1 - LOTS 84 & 85 | 2.757 | F |
| Commercial Assumes FAR | 0.250 | G |
| Total Commercial Fee Obligation Acres | 0.689 | H = FxG |

[1] Acreage amounts rounded to 3 significant digits, \$ amounts rounded to nearest whole dollar.

[2] Acreage is based upon draft final maps. Actual acreage should be confirmed once maps are final.

Reference: 2015 1019 DR Horton Analysis - LWA 11121.xlsx

Fee Credit Transfer and Application

Based upon the previous policies of transferring funding between projects (as part of the First and Second Funding Agreements and a similar policy identified in the Study), **Table 5** shows the application of the excess funding of \$3,095,290 from the Wheeler Ranch project to the River Oaks Project. Per the adopted policies, fee credit is transferred at the initial fee rates at the time the Credit & Reimbursement Policy was adopted. This is \$60,159 / GDA for Single Family Residential and \$100,502 / GDA for Commercial. As a standard convention, the credit is first applied to the residential development then to commercial development.

| Table 5 Project | Developable Acres/ Amounts [1] | Reference |
|---|-----------------------------------|------------------|
| River Oaks South (Single Family Residential) | | |
| Funding Transferred from Wheeler Ranch | \$3,095,306 | I (Tables 1 & 2) |
| Residential Acreage Credit Rate | \$60,159 | C |
| Credit Acreage | 51.452 | $J = I/C$ |
| Acreage to Fund | 46.568 | E (Table 4) |
| Excess Acreage Credit | 4.884 | $K = J - E$ |
| Acreage Credit Rate | \$60,159 | C |
| Remaining Excess Credit (cash) | \$293,817 | $L = K \times C$ |
| River Oaks South (Commercial) | | |
| Remaining Funding (above) | \$293,817 | L |
| Commercial Acreage Credit Rate | \$100,502 | M |
| Credit Acreage | 2.923 | $N = L/M$ |
| Acreage to Fund | 0.689 | H (Table 4) |
| Excess Acreage Credit | 2.234 | $O = N - H$ |
| Acreage Credit Rate | \$100,502 | M |
| Reimbursement Due on Excess Credit | \$224,496 | $P = O \times M$ |

[1] Acreage amounts rounded to 3 significant digits, \$ amounts rounded to nearest whole dollar.

Reference: 2015 1019 DR Horton Analysis - LWA 11121.xlsx

This available funding provides credit in excess of the net funding amount due 4.884 acres for Residential and 0.689 Acres for Commercial which is equivalent to \$224,496.

Conclusion

The reimbursement amount shown in **Table 5**, \$224,496 would be due as a reimbursement to DR Horton per the policies identified in the Study. Per the Study, in order to implement credits and reimbursements, the County Administrator is delegated the authority to negotiate development agreements (for credits) and reimbursement agreements (for reimbursements).

As it relates to the implementation of the Credit Policy:

“With the adoption of Resolution No. 2008-153 by the BOS, the County Administrator is authorized to negotiate development agreements with the landowners that effectuate the adopted policy.”

As it related to the implementation of the Reimbursement Policy:

“For purposes of implementing the preferred approach for reimbursements, the County should proceed with these:

- Draft, negotiate, and execute the contemplated reimbursement agreements that are consistent with the approach outlined in this Study.

- As further identified in the Impact Fee Agreement, instruct the Community Development and Services Agency to administer the reimbursement agreements and Impact Fee Agreement consistent with policies and procedures outlined by this Study.”

In the past, contractual arrangements for credits and reimbursements as discussed above have been incorporated into development agreements for projects within Plumas Lake. It is expected that the County will enter into a development agreement for the River Oaks South project with DR Horton and the terms discussed above associated with this transfer of funding between projects, application of credit and associated reimbursement due will be incorporated into the Development Agreement through reference to this memorandum.

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The County of Yuba

Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone (530) 749-7810
Fax (530) 749-7814
Email reberle@co.yuba.ca.us



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MP NOV 13 2015

Clerk/Board of Supervisors

November 13, 2015

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the five year(s) specified:

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT JUNE 30, 2014

Yours truly,

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

C. Richard Eberle
Auditor-Controller

CRE/kmd
Filed Copy

The County of Yuba

AUDITOR - CONTROLLER



531-1215

C. RICHARD EBERLE

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

August 8, 2012

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NOV 13 2015

Clerk/Board of Supervisors

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

DISTRICT 10 HALLWOOD CSD

JUNE 30, 2011

Yours truly,

A handwritten signature in black ink, appearing to be "C. Eberle", written over a horizontal line.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Enclosure (1)



532-1215

County of Yuba

Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: [http:// www.co.yuba.ca.us](http://www.co.yuba.ca.us)

MEMORANDUM

Clerk/Board of Supervisors

NOV 19 2015

RECEIVED

DATE: November 19, 2015

TO: Yuba County Board of Supervisors *Wendy W. Hartman*

FROM: Wendy W. Hartman, Director of Planning

SUBJECT: 2016 CSBG Grant Awards

On November 5, 2015 the Yuba County Community Services Commission voted on funding allocations for the 2016 CSBG Program. Sixteen (16) applications were received from twelve (12) different agencies. Eleven (11) applications were funded for a total amount of \$224,927. The agencies that were funded and the amounts they will receive is on the attached funding summary.

2016 FUNDING SUMMARY

| FUNDED AGENCY | Amount Requested | Amount Funded |
|--|---------------------|---------------------|
| <i>Family Self Sufficiency: Homelessness/affordable housing, unemployment/job training & house repair</i> | | |
| Bridges to Housing | \$18,000.00 | \$11,000.00 |
| Habitat for Humanity: Affordable Housing | \$18,200.00 | \$10,000.00 |
| Habitat for Humanity: Youth Build | \$37,550.00 | \$20,000.00 |
| Salvation Army: Depot Program | \$30,000.00 | \$17,500.00 |
| Salvation Army: FSS Transitional Program | \$50,000.00 | \$27,000.00 |
| <i>Health: Access to medical/dental care, behavioral health, & substance abuse</i> | | |
| Butchies Pool | \$29,100.00 | \$25,000.00 |
| <i>Safety-Net Services: Transportation, legal services, emergency services, domestic violence, family counseling</i> | | |
| Casa de Esperanza | \$20,000.00 | \$20,000.00 |
| St John's | \$28,000.00 | \$28,000.00 |
| Yuba Sutter Gleaners | \$30,000.00 | \$27,000.00 |
| Yuba Sutter Legal Center | \$25,000.00 | \$20,000.00 |
| <i>Youth Services: children's programs and affordable childcare</i> | | |
| Friday Night Live | \$25,000.00 | \$19,427.00 |
| TOTALS | \$310,850.00 | \$224,927.00 |

Funding total of \$224,927 was based off of the 2015 funding cycle. If County receives additional funds, the Community Services Commission will allocate the additional funds to one or more of the entities listed above.

News Release

RECLAMATION

Managing Water in the West

Mid-Pacific Region
Sacramento, Calif.

MP-15-207

Media Contact: Shane Hunt, 916-978-5100, shunt@usbr.gov

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

RECEIVED

NOV 25 2015

Clerk/Board of Supervisors

Released On: Nov. 23, 2015

Reclamation Announces Availability of the Final EIS on the Coordinated Long-term Operation of the Central Valley Project and State Water Project

SACRAMENTO, Calif. – The Bureau of Reclamation has released the Final Environmental Impact Statement that analyzes the impacts of implementing the 2008 U.S. Fish and Wildlife Service and 2009 National Marine Fisheries Service Biological Opinions associated with the coordinated long-term operation of the Central Valley Project and State Water Project.

The FEIS analyzed five alternatives that consider modifications to operational components of the CVP and SWP from both the Reasonable and Prudent Alternative's. Continued operation of the CVP and the SWP is necessary to provide river regulation, improvement of navigation; flood control; water supply for irrigation and domestic uses; fish and wildlife mitigation, protection, and restoration; fish and wildlife enhancement and power generation. The CVP and SWP facilities also provide recreation benefits and must meet water rights and water quality requirements.

Hard copies of the FEIS can be reviewed at Bureau of Reclamation, MP Regional Office, 2800 Cottage Way, Sacramento CA 95825 or MP Bay-Delta Office, 801 I Street, Suite 140, Sacramento, CA 95814. Please call in advance to make an appointment at the Regional Office (916-978-5100) or the Bay Delta Office (916-414-2424) and reference press release number MP-15-125.

The FEIS may be viewed online at:

http://www.usbr.gov/mp/nepa/nepa_projdetails.cfm?Project_ID=21883. If you encounter problems accessing the documents, please call 916-978-5100 or email mppublicaffairs@usbr.gov.

Reclamation will not make a decision on the proposed action until at least 30 days after release of the FEIS. After a 30-day waiting period, Reclamation will complete a Record of Decision. The ROD will state the action that will be implemented and will discuss all factors leading to the decision.

For additional information, please contact Patti Idlof, Acting Conservation and Conveyance Division Chief, Bay-Delta Office, Bureau of Reclamation at pidlof@usbr.gov, or by phone at 916-414-2404 (TTY 800-877-8339).

#

Reclamation is the largest wholesale water supplier and the second largest producer of hydroelectric power in the United States, with operations and facilities in the 17 Western States. Its facilities also provide substantial flood control, recreation, and fish and wildlife benefits. Visit our website at www.usbr.gov and follow us on Twitter [@USBR](https://twitter.com/USBR)

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



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

TO: Human Services Committee
Yuba County Board of Supervisors

FROM: Jennifer Vasquez, Director 
Tracy Bryan, Program Manager 
Health & Human Services Department

DATE: December 8, 2015

SUBJECT: Resolution of the Board of Supervisors for California Work Opportunity and Responsibility to Kids Program (CalWORKs) Housing Support Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board of Supervisors authorizing the Chair of the Board to accept funds from the California Work Opportunity and Responsibility to Kids Program (CalWORKs) Housing Support Program; authorize the Chair of the Board to enter into agreements developed under the program; and approve appropriation of funds in the amount of \$259,257.00 to cover anticipated expenditures and increased revenue for the newly awarded CalWORKs Housing Support Program (HSP) for FY2015-16.

BACKGROUND: On August 14, 2015, the CalWORKs Division of the Health and Human Services Department (HHSD) submitted a proposal to the California Department of Social Services (CDSS) for the CalWORKs HSP to provide housing support to homeless CalWORKs recipients. On October 2, 2015, HHSD was awarded an allocation of \$322,492 for the CalWORKs HSP for the period of July 1, 2015, through June 30, 2016, for the purpose of rapid rehousing of CalWORKs recipients.

DISCUSSION: The goal of the HSP is to foster permanent housing placement and retention by addressing a family's immediate housing crisis and placing homeless CalWORKs families into transitional and/or permanent housing in order to stabilize and support them in achieving self-sufficiency. By partnering with Salvation Army – Yuba Sutter Corps, HHSD anticipates providing assistance to 30 families to become safely and permanently housed. The total amount payable under the Salvation Army Agreement is \$45,327.00. In addition, by utilizing established services and personnel, more HSP funding will be available to assist clients to become safely and permanently housed. The HSP funds will be appropriated to Social Services – Admin 100-000-361.45-00 and Realignment 100-000-361.46-12 and expenditures to Professional Services 100-5200-451.23-01 and Contracted Services 100-5200-451.23-02.

FISCAL IMPACT: There is no fiscal impact to county general funds.

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

**RESOLUTION AUTHORIZING THE
CHAIR OF THE BOARD TO ACCEPT
FUNDS FROM THE CALIFORNIA
CalWORKs HOUSING SUPPORT
PROGRAM FOR THE TERM OF JULY 1,
2015, THROUGH JUNE 30, 2016, AND
EXECUTE RELATED DOCUMENTS**

)
)
)
)
)
)
)

RESOLUTION NO. _____

WHEREAS, the State of California has made funds available through the Department of Social Services (CDSS) for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program under Senate Bill 855 to provide housing support to homeless CalWORKs recipients.

WHEREAS, On August 14, 2015, the CalWORKs Division of the Health and Human Services Department submitted a Housing Support Program proposal to CDSS which included an implementation timetable of December 2015 for full implementation of the program. On October 2, 2015, Yuba County Health & Human Services Department was awarded an allocation of \$322,492 under the CalWORKs Housing Support Program for the period of July 1, 2015, through June 30, 2016, for the purpose of rapid rehousing of CalWORKs recipients; and

WHEREAS, it is in the best interest of the residents of Yuba County to participate in the CalWORKs Housing Support Program and utilize the funds to address a family's immediate housing crisis, alleviate their homelessness and focus on providing wrap-around services to the family in order to stabilize and support them in achieving permanent housing and self-sufficiency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Chair of the Board is hereby authorized to accept \$322,492 for the Social Services Division for the period of July 1, 2015, through June 30, 2016, and any subsequent funds awarded for the stated period; to execute, upon review and approval of County Counsel, documents as required by the program for the

stated period; to authorize and execute the transfer and allocation of funds for the stated period, and further, the Chair of the Board is granted authorization to execute agreements, amendments or memorandums of understanding developed under this allocation. A copy of the said contracts or any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2015, by the following vote:

AYES:

NOES:

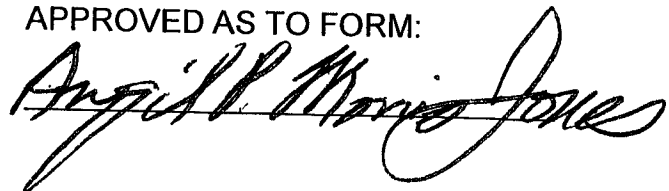
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

ANGIL MORRIS-JONES
COUNTY COUNSEL
APPROVED AS TO FORM:



AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2015/16

PREPARED BY/PHONE Cindy Sartell - Ext. 6355

[illegible]

To cover anticipated expenditures and increased revenue for the newly awarded CalWORKs Housing Support Program (HSP) for Fiscal Year 15-16

BUDGET TRANSFER #

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

(assigned by ACO)

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

SIGNATURE OF AUTHORIZED OFFICIAL 11-3-15 DATE

11/12/18

Robert Bendory / RM 11/5/11

SIGNATURE DATE

SIGNATURE _____ DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

| FUND | BASE | 4000/8000 | DR | CR |
|------|------|-----------|----|----|
| | 280 | | | |
| | 280 | | | |
| | 280 | | | |
| | 280 | | | |

COMPLETED BY:

SIGNATURE _____ DATE _____



CDSS

WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

October 2, 2015

Ms. Jennifer Vasquez, Director
Yuba County Health and Human Services Department
P.O. Box 2320
Marysville, CA 95901

Dear Director Vasquez:

Congratulations! We are pleased to inform you that your county's proposal for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) for Fiscal Year (FY) 2015-16 has been accepted.

Your county's final allocation for FY 2015-16 is **\$322,492**.

Trainings and Meetings

In person attendance by the county's HSP coordinator or designee is required for HSP trainings and/or meetings throughout the year. To date, the following HSP trainings have been scheduled:

- November 5th and 6th in Sacramento (Northern California counties); or
- November 9th and 10th in Los Angeles (Southern California counties); and
- December 8th in Orange County (All HSP counties)

Additional information regarding the upcoming trainings will be sent to your county's designated HSP coordinator.

Fiscal Claiming

Counties that receive HSP funding are required to claim all costs on a quarterly basis by performing time studies and utilizing HSP identified Program Codes. Additional information regarding county HSP claiming instructions are enclosed. If you have any questions regarding claiming instructions, please contact the Fiscal Systems Bureau at fiscal.systems@dss.ca.gov.

Data Reporting

Counties in receipt of HSP funding are required to complete and return the HSP 14 report on a monthly basis. The first HSP 14 report for newly funded counties will be due November 20, 2015 for the reporting month of October 2015. The report form and instructions are enclosed. If you have any questions regarding the HSP 14 report, please contact the Data Systems and Survey Design Bureau at (916) 651-8269.

HSP Certification

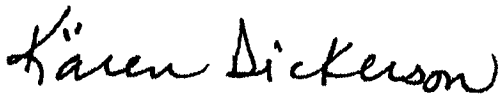
To accept the terms of the HSP allocation, please review and complete the enclosed HSP certification form. The HSP certification form indicates the number of families targeted for permanent housing, based on the final allocation amount. In addition, counties are expected to target at least 70 percent of the HSP allocation for direct financial assistance, which includes rental subsidies, security deposits, moving costs, temporary shelter costs, etc. It does not include case management or administrative expenses.

Please scan and return the completed HSP certification form to Julie McQuitty at julianne.mcquitty@dss.ca.gov no later than October 16, 2015. Please also send the original signed document, postmarked no later than October 16, 2015, to the following address:

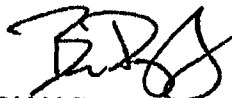
California Department of Social Services
744 P Street
MS 8-8-31
Sacramento, CA 95814
Attn: Julie McQuitty

Thank you for your proposal and we look forward to partnering with you to provide housing support to CalWORKs families. If you have any questions, please contact Karen Dickerson, Chief, CalWORKs Employment and Eligibility Branch, at (916) 651-6562.

Sincerely,



TODD R. BLAND
Deputy Director
Welfare to Work Division



BRIAN DOUGHERTY
Deputy Director
Administration Division

Enclosure(s)

c: Tracy Bryan, Program Manager

15/16 BUDGET

| COST PER UNIT | # OF UNITS | 2.50% COUNTY FUNDS | OTHER STATE/MISC FUNDS | SUBTOTAL | REQUESTED HSS/FGM FUNDS | TOTAL |
|---------------|------------|--------------------|------------------------|----------|-------------------------|-------|
|---------------|------------|--------------------|------------------------|----------|-------------------------|-------|

PERSONNEL

| | | | | | | |
|-----------------------------------|-----------|------|--|--|-----------|-----------|
| SOCIAL WORKER II (EMPLOY) @ 8 MOS | 33,528.00 | 1.00 | | | 31,851.60 | 31,851.60 |
| SALARIES/DATA COLLECTION | | | | | 1,676.40 | 1,676.40 |

| | | | | | | |
|----------|-----------|------|---|---|-----------|-----------|
| Subtotal | 33,528.00 | 1.00 | - | - | 33,528.00 | 33,528.00 |
|----------|-----------|------|---|---|-----------|-----------|

| | | | | | | |
|------------------|-----------|------|---|---|-----------|-----------|
| BENEFITS @ 8 MOS | 15,940.00 | 1.00 | - | - | 15,940.00 | 15,940.00 |
|------------------|-----------|------|---|---|-----------|-----------|

| | | | | | | |
|----------|-----------|------|---|---|-----------|-----------|
| Subtotal | 15,940.00 | 1.00 | - | - | 15,940.00 | 15,940.00 |
|----------|-----------|------|---|---|-----------|-----------|

| | | | | | | |
|-----------|--|--|--|--|-----------|-----------|
| 49,468.00 | | | | | 49,468.00 | 49,468.00 |
|-----------|--|--|--|--|-----------|-----------|

INDIRECT COSTS

| | | | | | | |
|--|-----------|-----|---|---|-----------|-----------|
| INDIRECT COST RATE (HSS POSITION ONLY) | 49,468.00 | 25% | - | - | 12,367.00 | 12,367.00 |
|--|-----------|-----|---|---|-----------|-----------|

| | | | | | | |
|----------|-----------|-----|---|---|-----------|-----------|
| Subtotal | 49,468.00 | 25% | - | - | 12,367.00 | 12,367.00 |
|----------|-----------|-----|---|---|-----------|-----------|

| | | | | | | |
|-----------|--|--|---|---|-----------|-----------|
| 49,468.00 | | | - | - | 12,367.00 | 12,367.00 |
|-----------|--|--|---|---|-----------|-----------|

SUPPLIES

| | | | | | | |
|------------------|--------|---|------|--------|----------|----------|
| Office Supplies | 25.00 | 7 | 4.38 | 170.63 | 175.00 | 175.00 |
| Program Supplies | 200.00 | 7 | - | - | 1,400.00 | 1,400.00 |

| | | | | | | |
|----------|--------|----|------|--------|----------|----------|
| Subtotal | 225.00 | 14 | 4.38 | 170.63 | 1,400.00 | 1,575.00 |
|----------|--------|----|------|--------|----------|----------|

| | | | | | | |
|----------------|--------|--|------|--------|----------|----------|
| TOTAL SUPPLIES | 225.00 | | 4.38 | 170.63 | 1,400.00 | 1,575.00 |
|----------------|--------|--|------|--------|----------|----------|

SMALL TOOLS & EQUIPMENT

| | | | | | | |
|------------|--------|------|-------|--------|--------|--------|
| PC | 800.00 | 1.00 | 20.00 | 780.00 | 800.00 | 800.00 |
| Desk Phone | 224.00 | 1.00 | 5.60 | 218.40 | 224.00 | 224.00 |

| | | | | | | |
|----------------------|--------|------|------|--------|--------|--------|
| Misc IT Connectivity | 256.00 | 1.00 | 6.40 | 249.60 | 256.00 | 256.00 |
|----------------------|--------|------|------|--------|--------|--------|

| | | | | | | |
|----------|----------|--|---|---|---|---|
| Subtotal | 1,280.00 | | - | - | - | - |
|----------|----------|--|---|---|---|---|

| | | | | | | |
|-------------------------------|----------|--|-------|----------|----------|----------|
| TOTAL SMALL TOOLS & EQUIPMENT | 1,280.00 | | 32.00 | 1,248.00 | 1,280.00 | 1,280.00 |
|-------------------------------|----------|--|-------|----------|----------|----------|

CONTRACTED SERVICES

| | | | | | | |
|------------------------|-----------|---|--|--|-----------|-----------|
| SALVATION ARMY @ 8 MOS | 19,220.00 | 1 | | | 19,220.00 | 19,220.00 |
| SALARIES | | | | | - | - |

| | | | | | | |
|--------------------------|-----------|---|--|--|-----------|-----------|
| SALARIES/DATA COLLECTION | 10,656.00 | 1 | | | 10,656.00 | 10,656.00 |
|--------------------------|-----------|---|--|--|-----------|-----------|

| | | | | | | |
|----------|-----------|---|--|--|-----------|-----------|
| BENEFITS | 10,450.00 | 1 | | | 10,450.00 | 10,450.00 |
|----------|-----------|---|--|--|-----------|-----------|

| | | | | | | |
|----------------------------------|----------|---|--|--|----------|----------|
| SUPPLIES/FACILITY COST/EQUIPMENT | 2,013.00 | 1 | | | 2,013.00 | 2,013.00 |
|----------------------------------|----------|---|--|--|----------|----------|

| | | | | | | |
|----------------------|----------|---|--|--|----------|----------|
| TRANSPORTATION COSTS | 2,988.00 | 1 | | | 2,988.00 | 2,988.00 |
|----------------------|----------|---|--|--|----------|----------|

| | | | | | | |
|----------|-----------|---|---|---|-----------|-----------|
| Subtotal | 45,327.00 | 5 | - | - | 45,327.00 | 45,327.00 |
|----------|-----------|---|---|---|-----------|-----------|

| | | | | | | |
|---------------------------|-----------|--|---|---|-----------|-----------|
| TOTAL CONTRACTED SERVICES | 45,327.00 | | - | - | 45,327.00 | 45,327.00 |
|---------------------------|-----------|--|---|---|-----------|-----------|

SUPPORT & CARE OF PERSONS

| | | | | | | |
|----------------------------------|----------|----|---|---|-----------|-----------|
| Temporary & Transitional Housing | 2,000.00 | 30 | - | - | 60,000.00 | 60,000.00 |
|----------------------------------|----------|----|---|---|-----------|-----------|

| | | | | | | |
|------------------------|----------|----|---|---|------------|------------|
| Rent & Move Assistance | 5,131.00 | 30 | - | - | 153,930.00 | 153,930.00 |
|------------------------|----------|----|---|---|------------|------------|

| | | | | | | |
|----------|----------|--|---|---|------------|------------|
| Subtotal | 7,131.00 | | - | - | 213,930.00 | 213,930.00 |
|----------|----------|--|---|---|------------|------------|

| | | | | | | |
|---------------------------------|----------|--|---|---|------------|------------|
| TOTAL SUPPORT & CARE OF PERSONS | 7,131.00 | | - | - | 213,930.00 | 213,930.00 |
|---------------------------------|----------|--|---|---|------------|------------|

| | | | | | | |
|-------------|------------|--|-------|----------|------------|------------|
| GRANT TOTAL | 152,899.00 | | 36.38 | 1,418.63 | 322,492.00 | 323,947.00 |
|-------------|------------|--|-------|----------|------------|------------|

23-02

HOMELESS PROGRAM BUDGET FY 2015-2016

| PERSONNEL EXPENSE | | | | | TOTALS |
|--|-------------------------|-------------------|--------------|--------------|--------|
| | Hourly Rate | % FTE | Hours p/week | Total | |
| Housing Support Specialist | \$10.50 | 100% | 40 | \$ 13,020.00 | |
| Transporter | \$10.00 | 100% | 20 | \$ 6,200.00 | |
| Subtotal: | | | | \$ 19,220.00 | |
| BENEFITS EXPENSE | | | | | |
| | Salary | % of Total Salary | Total | | |
| FICA | \$19,220.00 | 7.65% | \$ 1,470 | | |
| Pension | \$19,220.00 | 7.00% | \$ 1,345 | | |
| Workers Comp | \$19,220.00 | 5.74% | \$ 1,102 | | |
| Misconduct | \$19,220.00 | 1.95% | \$ 375 | | |
| General Liability | \$19,220.00 | 1.72% | \$ 330 | | |
| Subtotal: | | | | \$ 4,623 | |
| HEALTH INSURANCE EXPENSE | | | | | |
| | Amount | | # of Periods | Total | |
| Health Insurance | \$862.00 | | 7 | \$ 6,034 | |
| Subtotal: | | | | \$ 6,034 | |
| Total Personnel, Benefits and Health Budget: | | | | \$ 29,877 | |
| OPERATING COSTS | | | | | |
| | Description | | | Total | |
| Office Supplies | General Office Supplies | | | \$ 1,000 | |
| Rent/Utilities | \$850 Monthly x 7 Mos. | | | \$ 5,950 | |
| Communications/Tech Fees | \$500 Monthly x 7 Mos. | | | \$ 3,500 | |
| Subtotal: | | | | \$ 10,450 | |
| Total Operating Costs Budget: | | | | 10,450 | |
| TRANSPORTATION COSTS | | | | | |
| | Federal Rate | Miles/Month | # of Months | Total | |
| Client Visists/Transport to appts | \$0.575 | 500 | 7 | \$ 2,013 | |
| Subtotal: | | | | \$ 2,013 | |
| Total Transporation Costs Budget: | | | | 2,013 | |
| Total Personnel and Other Costs Budget: | | | | 42,339 | |
| ADMINISTRATIVE COST | | | | | |
| | % | S&B Costs | | | |
| Administrative Cost* | 10% | \$ 29,876.79 | | | |
| *10% of Salary & Benefits | | | | | |
| TOTAL ANNUAL COST: | | | | 45,327 | |

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and The Salvation Army - Yuba Sutter Corps ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of a Housing Support Program for CalWORKs families.

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

2. TERM.

Commencement Date: December 1, 2015

Termination Date: June 30, 2016

The term of this Agreement shall become effective on December 1, 2015, and shall continue in force and effect for a period of seven (7) 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. Major Ivan Wild is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

| | |
|----------------|---|
| Attachment A - | Services |
| Attachment B - | Payment |
| Attachment C - | Additional Provisions |
| Attachment D - | General Provisions |
| Attachment E - | Insurance Provisions |
| Attachment F - | Confidentiality Provisions and Statements |

Attachment G - Cost Justification
Attachment H - Invoice for Payment
Attachment I - YCHHSD Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information
Attachment J - Vendor Assurance of Compliance (CR-50)
Attachment K - Homeless Intervention Evaluation Tool

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

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

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

THE SALVATION ARMY

Chair
Board of Supervisors

~~Bill Dickinson, Major~~
Ivan Wild, Major

Authorized pursuant to Board
Resolution No. 2015-

INSURANCE PROVISIONS APPROVED

Jill Abel
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

RECOMMENDED FOR APPROVAL

Angel P. Morris-Jones
County Counsel

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES. YCHHSD staff shall:

- A. Serve as a single point of entry for the Housing Support Program (HSP). Community partners will refer potentially eligible CalWORKs families for HSP services.
- B. Identify those CalWORKs families to be referred to CONTRACTOR for housing services to be provided by CONTRACTOR and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients/families referred to CONTRACTOR for housing services by YCHHSD shall be eligible to receive services under this Agreement.
- C. Use Attachment I -Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- D. Assist the contracted Housing Support Specialist with conducting HSP Orientations to referred CalWORKs families.

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES.

A.2.1 The CONTRACTOR's designated Housing Support Specialist (HSS) shall:

- A. Work collaboratively with Social Workers (SWs), Family Stabilization Social Workers (FSSWs), Eligibility Technicians (ETs), and other collaborating agencies to provide a holistic approach to barriers related to housing instability.
- B. Assist YCHHSD staff with weekly HSP Orientations
- C. Assist with reviewing and verifying eligibility to the HSP.
- D. Use Attachment H-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.

- E. Manage cases actively participating in the HSP.
- F. Document participation in HSP, utilizing the Homeless Intervention Evaluation Tool (Attachment K) to track specific data necessary to complete the State mandated HSP 14 form and submit monthly to COUNTY.
- G. Assist in creating and presenting various housing workshops monthly on topics such as: budgeting, tenant etiquettes, credit counseling, and other related topics.
- H. Remind and encourage clients to attend scheduled housing workshops.
- I. Assist CalWORKs clients to review and understand the importance of maintaining good credit and rental history.
- J. Assist and/or instruct clients with proper housekeeping techniques.
- K. Conduct home visits based on individual housing plans.
- L. Provide notification to current SW/ET for processing of rent and (as needed) moving assistance to cover move-in costs, deposits, and the rental and/or utility assistance necessary to allow individuals and families to move immediately into permanent housing.
- M. Recruit and engage landlords.
- N. Help families negotiate manageable and appropriate lease/rental agreements with landlords. The HSS will serve as the lead in providing rapid rehousing services to identify landlords willing to house CalWORKs families that may have prior evictions and other barriers to increase the pool of available and affordable permanent housing.
- O. Assist CalWORKs clients with looking for and obtaining affordable housing within their income level.
- P. Provide appropriate and time-limited services and supports available to families to allow them to stabilize in permanent housing: The HSS will respond to the unique needs of each CalWORKs family that is housed to ensure they remain in housing.
- Q. Act as a liaison with landlords to assist with issues and/or disputes.

- R. Conduct housing inspections and follow-up with clients and/or landlords to ensure housing is properly maintained and/or necessary repairs are completed.
- S. Ensure that services provided are client-directed, respectful of individuals' rights to self-determination and voluntary: The YCHHSD HSP is designed to maximize funding to help families overcome their destabilizing crises. The goal remains to help the WTW mandatory adults begin or continue participation in WTW activities.

A.2.2 The CONTRACTOR's designated Transportation Aide will:

- A. Provide transportation assistance to the families involved with the HSP.

A.3 TIME SERVICES RENDERED.

Specific date(s) to be mutually agreed upon by COUNTY and CONTRACTOR.

A.4 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5 FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty-Five Thousand Three Hundred Twenty-Seven Dollars (\$45,327.00), as specified in Attachment G – Cost Justification. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Forty-Five Thousand Three Hundred Twenty-Seven Dollars (\$45,327.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

B.2 FISCAL PROVISIONS. CONTRACTOR shall submit a detailed monthly invoice (with back-up documentation such as payroll journal, mileage log, purchase receipts, etc.) for payment of services rendered not later than the twentieth (20th) day of the month following the provision of services.

B.2.1. For the months through May during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment H – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment H – Invoice Format and shall be submitted no later than the 10th of the month following the end of the month in which services were rendered.

B.2.2. For the month of June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10th day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.3. CONTRACTOR agrees to submit the Homeless Intervention Evaluation Tool (HEIT - Attachment K) for each month of the payment period for which an invoice is submitted for payment. The HEIT shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.2.4 COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall

constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 AUDIT PROVISIONS. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

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

C.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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

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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":

Major Bill Dickinson
Corps Officer
The Salvation Army
P.O. Box 869
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for residential substance use treatment services entered into between the COUNTY and The Salvation Army, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used

for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Erma Thurman, Yuba County Privacy Officer
Phone: (530) 749-6356 or (530) 749-6311
E-Mail: ethurman@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR


Ivan Wild, Major

**ATTACHMENT G - COST JUSTIFICATION
HOMELESS PROGRAM BUDGET FY 2015-2016**

| PERSONNEL EXPENSE | | | | | TOTALS |
|--|-------------------------|-------------------|--------------|--------------|--------|
| | Hourly Rate | % FTE | Hours p/week | Total | |
| Housing Support Specialist | \$10.50 | 100% | 40 | \$ 13,020.00 | |
| Transporter | \$10.00 | 100% | 20 | \$ 6,200.00 | |
| Subtotal: | | | | \$ 19,220.00 | |
| BENEFITS EXPENSE | | | | | |
| | Salary | % of Total Salary | Total | | |
| FICA | \$19,220.00 | 7.65% | \$ 1,470 | | |
| Pension | \$19,220.00 | 7.00% | \$ 1,345 | | |
| Workers Comp | \$19,220.00 | 5.74% | \$ 1,102 | | |
| Misconduct | \$19,220.00 | 1.95% | \$ 375 | | |
| General Liability | \$19,220.00 | 1.72% | \$ 330 | | |
| Subtotal: | | | \$ 4,623 | | |
| HEALTH INSURANCE EXPENSE | | | | | |
| | Amount | | # of Periods | Total | |
| Health Insurance | \$862.00 | | 7 | \$ 6,034 | |
| Subtotal: | | | \$ 6,034 | | |
| Total Personnel, Benefits and Health Budget: | | | | \$ 29,877 | |
| OPERATING COSTS | | | | | |
| | Description | | | Total | |
| Office Supplies | General Office Supplies | | | \$ 1,000 | |
| Rent/Utilities | \$850 Monthly x 7 Mos. | | | \$ 5,950 | |
| Communications/Tech Fees | \$500 Monthly x 7 Mos. | | | \$ 3,500 | |
| Subtotal: | | | \$ 10,450 | | |
| Total Operating Costs Budget: | | | | 10,450 | |
| TRANSPORTATION COSTS | | | | | |
| | Federal Rate | Miles/Month | # of Months | Total | |
| Client Visists/Transport to appts | \$0.575 | 500 | 7 | \$ 2,013 | |
| Subtotal: | | | \$ 2,013 | | |
| Total Transportation Costs Budget: | | | | 2,013 | |
| Total Personnel and Other Costs Budget: | | | | 42,339 | |
| ADMINISTRATIVE COST | | | | | |
| | % | S&B Costs | | | |
| Administrative Cost* | 10% | \$ 29,876.79 | | | |
| *10% of Salary & Benefits | | | | | |
| TOTAL ANNUAL COST: | | | | 45,327 | |

ATTACHMENT H

INVOICE FORMAT

| | | | | |
|---|-------------------|--|---------------|--------------|
| Contractor's Name and Address | | Contact Name and Phone Number | | |
| The Salvation Army Yuba Sutter Corps 408 H Street/ PO Box 869 Marysville, CA 95901 | | Phone: yubasutter@usw.salvationarmy.org | | |
| Program | | Period of Service/Invoice Number | | |
| Housing Support Program for CalWORKs Families | | | | |
| PROGRAM STAFF | Rate/HR | # of Hrs of | Amount | Total |
| Housing Support Specialist | \$ 10.50 | | \$ - | |
| Transporter | \$ 10.00 | | \$ - | |
| Total Salary Expenses: | | | \$ - | |
| BENEFITS EXPENSE | | | Amount | |
| FICA | 7.65% | | \$ - | |
| Pension | 7.00% | | \$ - | |
| Workers Compensation | 5.75% | | \$ - | |
| Misconduct | 1.95% | | \$ - | |
| General Liability | 1.72% | | \$ - | |
| Total Benefit Expenses: | | | \$ - | |
| Total Personnel Expenses: | | | | |
| HEALTH INSURANCE | Cost p/mon | # months | Amount | |
| Health Insurance | \$ 862.00 | | \$ - | |
| Total Health Insurance: | | | | |
| OPERATING COSTS | Cost p/mon | months | Amount | |
| Office Supplies | | | \$ - | |
| Rent/Utilities | \$ 850.00 | | \$ - | |
| Communications/Tech Fees | \$ 500.00 | | \$ - | |
| Total Operating Cost: | | | | |
| TRANSPORTATION COSTS | Fed Rate | Miles | Amount | |
| Client Visits/Transport to appointments | \$ 0.575 | | \$ - | |
| Total Operating Cost: | | | | |
| ADMINISTRATIVE COSTS | % | S&B Costs | Amount | |
| Administrative Cost | 10% | \$ - | \$ - | |
| Total Administrative Costs: | | | | |
| GRAND TOTAL | | | | \$ - |

Certification:

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

Authorized Signer

Date

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

ATTACHMENT I – AUTHORIZATION FOR RELEASE OF PHI/PII

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION, and/or Other Client/Patient Case Related Information

Facility/Provider:

Facility/Provider Street Address:

City:

State:

Zip Code:

Phone Number:

Area Code

()

Fax Number:

Area Code

()

Client's/Patient's Full Name:

Client's/Patient's Street Address:

City:

State:

Zip Code:

Other Identifying Name (AKA):

Phone Number:

Area Code

()

Date of Birth:

I authorize the facility/provider listed above to release medical services, social services, drug and alcohol services and/or mental health services information about me (AS DESCRIBED BELOW) to the following:

Release Information to:

Street Address:

City:

State:

Zip Code:

Phone Number:

Area Code

()

Fax Number:

Area Code

()

The information to be disclosed includes (indicate choice by initialing specific items):

a.

all medical information

only the following information (specify, e.g., "discharge summary only"):

b.

I specifically authorize the release of the following information:

HIV/AIDS

Mental Health

Psychological Testing Results

Drug/Alcohol Treatment

**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AUTHORIZATION FOR RELEASE OF
PROTECTED HEALTH INFORMATION,
PERSONALLY IDENTIFIABLE INFORMATION,
and/or
Other Client/Patient Case Related Information**

This disclosure of information is for the following purpose:

☐ At the request of the individual

☐ Other (describe specific purpose): _____

If not revoked, this authorization shall terminate after one (1) year:

☐ Other date: _____ (must be less than one (1) year)

I understand the following about this authorization:

- **I can revoke this authorization in writing.** Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- **I understand that treatment cannot be denied to me based on my refusal to sign this authorization.** However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- **If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.**
- **Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.**
- **I have a right to receive and I will be offered a copy of this authorization.**
- **A copy of this authorization is as valid as an original.**

Signature of _____

Date _____

☐ Client/Patient

☐ Patient Representative

If Patient Representative signs, indicate relationship (e.g, parent, guardian, conservator): _____

Witness: _____

Date _____

COUNTY STAFF USE ONLY

| | | |
|-----------------------------------|------------------|--------------------|
| Initials of Staff Receiving Form: | Mailed/Faxed by: | Date Mailed/Faxed: |
|-----------------------------------|------------------|--------------------|

Additional notes: _____

ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

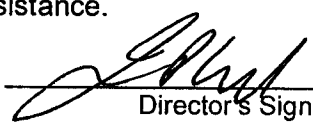
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date



Director's Signature

P.O. Box 869, Marysville, CA 95901
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)

ATTACHMENT - K

Yuba County Health & Human Services
5730 Packard Ave., Suite 100
P.O. Box 2320
Marysville, California 95901
(530) 749-6311



HOMELESS INTERVENTION EVALUATION TOOL

| | | | | |
|----------------------------------|--|-------------------------------------|-------------------|-----|
| Date | | | | |
| Case # | | | Phone # | |
| Name | | | DOB | |
| Spouse/Partner | | | DOB | |
| Other household members | Name | Age | Relationship | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| CURRENT LIVING SITUATION: | | | | |
| Address (if any) | | | | |
| Current Housing Situation | Behind on rent <small>SW</small> | <input checked="" type="checkbox"/> | Comments/details: | |
| | Eviction in progress <small>SW</small> | <input type="checkbox"/> | | |
| | Temporarily living here <small>HSP</small> | <input type="checkbox"/> | | |
| | Living in a shelter <small>HSP</small> | <input type="checkbox"/> | | |
| | Sleeping in car <small>FS</small> | <input type="checkbox"/> | | |
| | No night time shelter <small>FS</small> | <input type="checkbox"/> | | |
| | Other <small>SW</small> | <input type="checkbox"/> | | |
| INCOME & EXPENSES | | | | |
| Estimated Monthly Income | Paid to | Amt | From | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| | | \$ | | |
| Estimated Monthly Expenses | Expense | Amt | Expense | Amt |
| | Rent | \$ | Car Payment | \$ |
| | PG&E | \$ | Car Insurance | \$ |
| | Water/Sewer/Garb. | \$ | Fuel/Bus | \$ |
| | Phone/Cell Phone | \$ | Other: | \$ |
| | Cable/Internet | \$ | Other: | \$ |
| | Food | \$ | Other: | \$ |
| | Childcare | \$ | Other: | \$ |
| HISTORY | | | | |
| THA Used | <input type="checkbox"/> YES <input type="checkbox"/> NO | Date: | SCREENER: | |
| PHA Used | <input type="checkbox"/> YES <input type="checkbox"/> NO | Date: | Signature | |
| Homeless Months (this instance) | | | Date | |

YCHHSD ## Homeless Intervention Evaluation Tool (8/2015)