

BOARD OF SUPERVISORS

AMENDED 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.

JUNE 27, 2017
9:00 a.m.

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones 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 and comments shall be limited to three minutes per individual or group.

ADDED TO AGENDA: Added to Closed Session item 297-2017 Pending litigation; and amended attachment to County Departments item 270-2017

PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 223/2017** County Administrator: Approve contract with Brian J. Davis for Public Defender services and authorize Chair to execute. (Finance and Administration Committee recommends approval)
- 231/2017** Health and Human Services: Approve Memorandum of Understanding with First 5 Yuba County Children and Families Commission for Help Me Grow Yuba program and authorize Chair to execute.
- 257/2017** Board of Supervisors: Re-appoint David Villanueva to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term ending June 14, 2019.
- 258/2017** Board of Supervisors: Appoint Alexandra Karsch to Wheatland Cemetery District with a term ending June 27, 2021.
- 255/2017** County Administrator: Approve Regional Waste Management Authority (RWMA) program application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2017/18, by approving submittal of the County Administrator's letter, and authorize Chair to execute.
- 264/2017** Administrative Services: Approve amendment to airport lease agreement between County of Yuba and Keith and Gail Stroup, dba Aroma Catering, and authorize Chair to execute.

**BOARD OF SUPERVISORS
REGULAR MEETING**

- 265/2017** Administrative Services - Approve contract documents and specifications for the transient tie-down apron reconstruction related to FAA AIP 3-06-0149-18; authorize advertisement for bids with a tentative bid opening date of August 4, 2017.

<http://webdev.co.yuba.ca.us/departments/bos/documents/Attachment/Engineers Report.pdf>

<http://webdev.co.yuba.ca.us/departments/bos/documents/Attachment/Contract Documents and Specifications.pdf>

<http://webdev.co.yuba.ca.us/departments/bos/documents/Attachment/Airport project Plans.pdf>

<http://webdev.co.yuba.ca.us/departments/bos/documents/Attachment/Airport Project Safety Phasing Plan.pdf>

- 266/2017** Clerk of the Board of Supervisors: Approve meeting minutes of May 23 and June 13, 2017.
- 277/2017** Administrative Services: Approve amendment to extend agreement with Vanir Construction Management for completion of the Yuba County Sheriffs Facility and authorize Chair to execute.
- 279/2017** Community Development and Services: Authorize Director to hire a Principal Engineer at Step 7 (1.30%).
- 286/2017** Community Development and Services: Approve Amendment No. 1 to Professional Services Agreement with North State Resources for Environmental Services for the Iowa City Road and Spring Valley Road bridge replacement projects, and authorize Chair to execute.
- 289/2017** Administrative Services: Authorize budget transfer in the total amount of \$32,715 to various line items for end of year clean up.

SPECIAL PRESENTATIONS

- 256/2017** Present Certificate of Recognition to Tejinder Maan for 30 years of County service. (No background material) (Five minute estimate)

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 three 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. Note: No Board action can be taken on comments made under this heading.

BOARD OF SUPERVISORS
REGULAR MEETING

COUNTY DEPARTMENTS

- 271/2017** Community Development and Services: Adopt resolution authorizing Director to purchase portions of APN 006-220-073 on behalf of the River Highlands Community Services District and to utilize funds from Trust Fund 605 for costs of the purchase. (Ten minute estimate)
- 270/2017** Health and Human Services: Adopt resolution authorizing Health and Human Services Director to apply for Hospital Preparedness Program, Public Health Emergency Preparedness and State General Fund Pandemic Influenza Grant Programs. (Ten minute estimate) (Amended attached resolution)
- 267/2017** Community Development and Services: Authorize budget transfer in the amount \$58,000 from County Parks Trust 204 and Impact Fees-Park Land Fees Trust 189 to County Parks fund 101-4900-471-2300. (4/5 vote required) (Roll Call vote) (Five minute estimate)
- 274-2017** Auditor-Controller: Authorize Budget Transfer in the amount of \$45,000 from General Fund Contingencies to Disaster/Emergency Fund No. 163. (Ten minute estimate) (4/5 vote) (Roll Call vote)
- 281/2017** Community Development and Services: Award contract to WSP USA Inc. to provide design services for the February Storm Damage Repair project and authorize Chair to execute pending County Counsel approval. (Five minute estimate)
- 284/2017** County Counsel: Authorize contingency fund transfer in the amount of \$16,467.00 to County Counsel budget. (Five minute estimate) (Roll Call Vote) (4/5 vote required)
- 280/2017** Auditor-Controller: Adopt resolution establishing the date of August 31, 2017 for filing statement of assets in possession of County Officials as of June 30, 2017. (Five minute estimate)
- 287/2017** County Administrator: Receive introduction of Courtney Abril as Yuba County's County Counsel effective July 1, 2017; approve employment agreement and authorize Chair to execute. (Ten minute estimate)
- 290/2017** County Administrator: Approve resolution supporting creation of Plumas Lake ZIP Code. (Five minute estimate)
- 291/2017** County Administrator: Approve support letter for Assembly Constitutional Amendment 16 for equal representation and authorize Chair to execute. (Five minute estimate)
- 293/2017** **11:00 A.M.** County Administrator: Receive Fiscal Year 2017-2018 Proposed Budget; direct copies to be made available to public; accept Proposed Budget as interim spending plan, including position allocation changes; set dates for Budget Workshop of August 16 and 17, 2017 and set Final Budget Hearings for September 20-27, 2017 (Thirty minute estimate) Follow link to view document:
<http://www.co.yuba.ca.us/Departments/CAO/Budget/17-18/default.aspx>

**BOARD OF SUPERVISORS
REGULAR MEETING**

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 hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such hearing. Public comments will be limited to three minutes per individual or group.

- 263/2017** **1:00 P.M.** Public Hearing: Hold Public Hearing and adopt resolution authorizing Yuba County's participation in the Statewide Community Infrastructure Program. (Community Development and Services) (Ten minute estimate)
- 276/2017** **1:00 P.M.** Ordinance - Hold public hearing, waive reading, and adopt ordinance to repeal and re-enact various sections of Title XI Development Code, amend zoning map, and adopt Negative Declaration. (Community Development and Services) (Fifteen minute estimate) (Roll Call vote)

CORRESPONDENCE

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

- 259/2017** North Yuba Water District Financial Audit Report for years ending June 30, 2015 and 2016.

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.

CLOSED SESSION

- 66/2017** Pending litigation pursuant to Government Code §54956.9(d)(1) - Fellowship vs. Yuba County
- 101/2017** Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler
- 278/2017** Pending litigation pursuant to Government Code 54956.9(d) (1) - John Wyatt vs. County of Yuba CVCV17-0000703
- 296/2017** Potential litigation pursuant to Government Code 54956.9(c) - One Case
- 297-2017** Pending litigation pursuant to Government Code 54956.9(d)(1) - Bryan Lee Brown vs County of Yuba CVCV17-00312

ADJOURN

**BOARD OF SUPERVISORS
REGULAR MEETING**

8:45 A.M.

Human Services Committee – Supervisors Leahy and Bradford (Alternate Supervisor Vasquez)

268/2017 Consider approval of the amended and restated Joint Exercise of Powers Agreement for the California Automated Consortium Eligibility System and the Memorandum of Understanding between CalACES and the County of Yuba - Health and Human Services Department (Five minute estimate)

272/2017 Consider memorandum of understanding with Sutter County Health and Human Services Department to conduct qualitative Federal Case Reviews - Health and Human Services (Five minute 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 at (530) 749-7510.

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
BY: Grace Mull, Deputy County Administrator

SUBJECT: It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for the Public Defender services.

DATE: June 27, 2017

NUMBER: 223/2017

Recommendation

It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for the Public Defender services.

Background

The County historically contracts out for Public Defender services. Our current contract is with Brian J. Davis and expires on June 30, 2017.

Discussion

Pursuant to the terms of the current contract, Mr. Davis is notified our office of his desire to renew the contract at the first of the year. Staff subsequently met with Mr. Davis to negotiate the terms of the new contract. In recognition of the fiscal uncertainties the County has experienced over the last several years, Mr. Davis has agreed to contract for a three-year term (July 1, 2017- June 30, 2020) with no increase in the first year, and modest increases of 2% for years two and three.

In addition, the contract provides for an option to continue the contract for two additional years provided the contract terms are mutually acceptable to both parties.

Committee Action: (Omit if to Committee)

The Finance & Administration Committee reviewed this time on June 13, 2017 and recommended approval.

Fiscal Impact:

For the three-year term of the contract, the General Fund fiscal impact is estimated to be:

FY 2017-2018	\$ 0
FY 2018-2019	\$ 16,764
FY 2019-2020	\$ 17,100

Attachments

223/2017 Public Defender Contract

**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this ____ day of _____, 2017 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and BRIAN J. DAVIS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases or who require legal representation in connection with police identification

or pre-statement counseling. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187. In the event that Attorney is representing more than one capital case defendant at any given time, Attorney and County agree to meet and confer concerning additional compensation to defray the expense of hiring additional staff as may be needed.

b) “Conservatee” as classified under Welfare and Institution Code section 5000 and following, known and cited as the Lanterman-Petris-Short Act, or any other conservatee for whom an attorney may be appointed by the Court relating to the establishment or dissolution of a conservatorship or where counsel is otherwise required to represent the conservatee in a question of the scope of the conservator’s authority.

c) “SB 90” cases (Sexually Violent Predator (SVP), Mentally Disordered Offender (MDO), Developmentally Disabled (Dev-Dis), and Not Guilty by Reason of Insanity (NGI).

d) Legal representation associated with revocation proceedings involving persons subject to state parole, pursuant to paragraph (3) of subdivision (c) of section 30027 of the Government Code.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Paragraph 1.0 and shall assume full responsibility for furnishing six (6) full-time attorneys, which include Attorney and five associate attorneys, to provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall also provide all secretarial and other personnel and, except as otherwise be provided herein, office space and all materials, equipment, facilities and

supplies necessary for the support of the personnel in the performance of the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining "full-time attorney" as required in paragraph 2.0, "full-time" shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney's Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for

each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

C. ADDITIONAL SERVICES

4.0 The following services may be performed by Attorney at his sole discretion and expense, at no charge to the County:

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.

b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

d) Other legal or quasi-legal proceedings including, but not restricted to, administrative hearings, civil contempt proceedings, sealing or expungement of records, or school disciplinary proceedings.

D. SPECIAL COUNSEL

5.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from

natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

6.0 Where special counsel is appointed by the Court as a result of:

a) The trial Judge's determination that the Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County of the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.

E. RETENTION OF INVESTIGATOR

7.0 Attorney shall hire one full-time investigator or enter into a fixed sum contract with one full-time investigator, who shall provide investigations required by Attorney under provisions of this Agreement. If additional investigation services are necessary, Attorney shall comply with the provisions of 8.0. Compensation for investigative services in capital cases shall be provided pursuant to Penal Code section 987.9.

F. OTHER EXPENSES

8.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or court order is not an additional charge against the County.

G. COMPENSATION

9.0 Compensation shall be provided monthly in the following manner:

a) From July 1, 2017 to June 30, 2018, County shall pay Attorney at the rate of Sixty Nine Thousand, Eight Hundred, and Thirty Seven Dollars (\$69,837).

b) From July 1, 2018 to June 30, 2019, County shall pay Attorney at the rate of Seventy One Thousand, Two Hundred, and Thirty Four Dollars (\$71,234).

c) From July 1, 2019 to June 30, 2020, County shall pay Attorney at the rate of Seventy Two Thousand, Six Hundred, and Fifty Nine Dollars (\$72,659).

d) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Attorney shall submit an invoice to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein by the twenty fifth (25th) day of the preceding month.

e) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.

f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state initiative, Court modifications or adoptions of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

H. COPY MACHINE

10.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machine at the rate per page established by County for County departments.

I. RECORDS

11.0 Attorney shall keep such records and mail such application to Court as may be required (i) to enable the Court in appropriate proceedings to determine the amount of reasonable attorney's fees for the purposes of assessment of costs pursuant to section 987.8 of the Penal Code, (ii) to enable County to obtain reimbursement under the provisions of section 987.4 of the Penal Code for legal services furnished to certain minors, (iii) to enable County to obtain reimbursement from the State of California under the provisions of sections 15200 to 15204 of the Government Code and (iv) as otherwise required by County to determine caseload. Such records shall be provided for each case and shall include, but not limited to, an itemized accounting of hours spent by Attorney, support staff, investigators or other individuals, associated charges, and any other related charges incurred in the defense of said case. In addition, Attorney shall submit a monthly report to the County Administrator providing for the number of new assignments or appointments, cases closed that month, conflicts, revocation proceedings involving persons subject to state parole, amounts received for AB 109, and SB 90 cases.

J. AVOIDANCE OF CONFLICTS

12.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Neither Attorney,

associate nor any member of a new partnership office of which Attorney is a member will engage in private criminal practice in Yuba County, but may engage in private criminal practices in other counties. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

K. INSURANCE REQUIREMENTS

13.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A - Insurance Requirements.

L. INDEPENDENT CONTRACTOR

14.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this Agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to

the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, Unemployment Insurance coverage or any other type of employment of worker insurance or benefit coverage required by any federal, state, or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state, local law or regulation for, or normally afforded to, an employee of the County.

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of the Agreement, shall represent and conduct himself as an independent contractor and not as an employee of the County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

M. CONTINUATION OF REPRESENTATION

15.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing Public Defender services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor Public Defender.

N. TERMS AND TERMINATION

16.0 This Contract shall take effect July 1, 2017 and shall continue until June 30, 2020. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment.

16.1 Attorney shall have the option to continue Contract for two (2) additional years upon agreement to terms by both parties. Attorney shall notify the County of Attorney's desire to continue Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

16.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of Public Defender Attorney Services to continue at the conclusion of this Agreement.

O. COST OF SUIT

17.0 Attorney and County agree in the event that any action, suit or proceeding is commenced to compel the performance of this Contract or to seek damages for breach hereof, the prevailing party shall be entitled to reasonable attorney's fees to be awarded and fixed by the Court, to be taxed as costs and to be included in any judgment rendered.

P. ENTIRE AGREEMENT AND AMENDMENT

18.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

Q. ASSIGNMENT

19.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

R. NOTICE

20.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

COUNTY: County Administrator
915 8th Street, Suite 115
Marysville, CA 95901

ATTORNEY: Brian J. Davis
303 Sixth Street
Marysville, CA 95901

S. STANDARDS OF REPRESENTATION

21.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d1033; *ABA Standards on the Defense*

Function (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

T. INTERPRETATION OF AGREEMENT

22.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

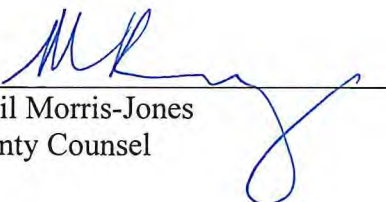
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

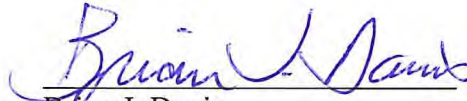
Randy Fletcher, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY

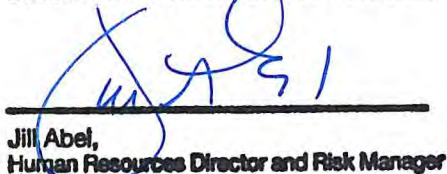


Angil Morris-Jones
County Counsel



Brian J. Davis

INSURANCE PROVISIONS APPROVED:



Jill Abel,
Human Resources Director and Risk Manager

ATTACHMENT A – INSURANCE PROVISIONS

ATTORNEY 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 ATTORNEY, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY 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 ATTORNEY's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, ATTORNEY'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 ATTORNEY's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, ATTORNEY must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

ATTORNEY 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 ATTORNEY's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator
Health and Human Services Department

SUBJECT: Health and Human Services: Authorize the Director of Health and Human Services Department to enter into and execute the Memorandum of Understanding with the First 5 Yuba County Children and Families Commission and to execute any amendments or other documents as required by MOU.

DATE: June 27, 2017

NUMBER: 231/2017

Recommendation

It is recommended that the Board of Supervisors authorize the Director of the Yuba County Health and Human Services Department (HHSD) to enter into and execute the Memorandum of Understanding (MOU) with the First 5 Yuba County Children and Families Commission for the Help Me Grow Yuba County program and to execute any amendments or other documents, upon review and approval of county counsel, as required by this MOU.

Background

Help Me Grow Yuba County is a program that aims to coordinate services and support for families of children ages five and under, specifically targeting children at-risk for developmental delays and/or behavioral challenges. Help Me Grow is a model framework that has been adopted by 25 states within the United States including California. There are four core components of Help Me Grow: child health provider outreach, centralized telephone access point, community outreach and data collection. HHSD will be responsible for implementing the core components of child health provider outreach and the centralized telephone access point.

Discussion

Approval will allow the HHSD to enter into an MOU with First 5 Yuba Commission to increase access to developmental services to children ages 0 – 5 in Yuba County.

Committee Action:

The Human Services Committee recommended approval on June 13, 2017.

Fiscal Impact:

Approval of this MOU by the Board will not impact County General Funds.

Attachments

231/2017 MOU Yuba County and First 5

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION**

This Memorandum of Understanding (hereafter "MOU"), is effective as of the date of execution set forth below by and between the Yuba County Health and Human Services Department (hereafter "YCHHSD") and First 5 Yuba County Children and Families Commission (hereafter "COMMISSION"), individually referred to herein as a "party" and collectively as the "parties," for the provision of health and developmental screenings to Yuba County children from birth to age five (5) under the Help Me Grow ("HMG") program.

Background

HMG is a national framework used to coordinate services and support for children from birth to age five (5). HMG focuses on the identification of developmental and behavioral concerns and linkage of families to community agencies that can help. The services provided by HMG are tailored to each family and may include enrollment into a developmental screening program, coordination of community agency referrals, or family navigation.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. COMMISSION is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and
- c. COMMISSION is authorized by those provisions to contract with persons specially trained, experienced, and competent to perform special services in Yuba County; and
- d. COMMISSION has adopted a five (5) year strategic plan to promote the early development and well-being of Yuba County children from prenatal to age five (5); and
- e. COMMISSION and YCHHSD will work collaboratively to implement and manage the HMG framework; and
- f. YCHHSD is qualified and agreeable to providing early developmental screening services; and

- g. YCHHSD will apply the best industry practices for service delivery to produce outcomes to further the goals of the COMMISSION's strategic plan.

THEREFORE, YCHHSD and COMMISSION hereto agree as follows:

1. TERM.

The term of this MOU shall be effective when all parties have signed and shall terminate on June 30, 2019, unless otherwise terminated by either party in accordance with Provision 7.2.

2. DESIGNATED REPRESENTATIVES.

The Director of YCHHSD is the authorized representative of YCHHSD and will administer this MOU for YCHHSD. The Chair of the COMMISSION is the authorized representative of the COMMISSION. Changes in designated representatives shall occur by advance written notice to the other party.

3. YCHHSD DUTIES AND RESPONSIBILITIES. YCHHSD will:

- 3.1** Secure at its' own expense, all personnel required to perform the services. All such services shall be performed by YCHHSD or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 3.2** Designate qualified personnel that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this MOU.
- 3.3** Designate qualified personnel to answer all contacts to the centralized access point including telephone calls, internet-based inquiries, faxes, and mail. Enter client information into a centralized database for data collection. Care Coordinator(s) will follow-up with referring parties to notify them of clients' success or inability to connect to services.
- 3.4** Provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accordance with this MOU. YCHHSD warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this MOU. Failure to maintain all the licenses and permits shall be deemed a breach of this MOU and constitutes grounds for termination of this MOU by COMMISSION.
- 3.5** Provide the lead role for a centralized telephone access point which includes a place for care coordinators and families to connect to appropriate community-based services and programs. Utilize the existing

toll-free telephone line of the Maternal Child Adolescent Health Program (MCAH) for the HMG program.

- 3.6** Answer requests for assistance by families, health care providers, child care providers, and others in contact with young children and their families.
- 3.7** Host the software which is used by COMMISSION volunteers to maintain a real time community resource directory within the geographic area served, have visibility among health care providers, child care providers, other community based agencies and families' network and communities.
- 3.8** Collect data via an automated client-tracking system, including caller demographics, how caller heard of service, reason for call, action taken, outcomes as a result of contacting the call center and common indicators established by the National Center or the COMMISSION.
- 3.9** Make the Ages and Stages Questionnaire (ASQ) version 3 and Social Emotional (SE) version 2 screenings available to all families in Yuba County, conduct the screening as needed and circulate a Parent Consent form to permit provider referrals to YCHHSD.
- 3.10** Perform site visits with all pediatric providers in Yuba County and assist with implementing continuous quality improvement activities with pediatric healthcare providers.
- 3.11** Ensure that data collection regarding HMG referrals and developmental screening rates is collected from pediatric providers. Collected data may include surveys, registration forms, project milestones as well as any service deliverable or tasks for which YCHHSD is responsible.
- 3.12** Assist providers with setting-up developmental screening protocols, using Bright Futures guidelines.
- 3.13** Assist in establishing the provider portal and coordinating use with providers.

4. PERFORMANCE MONITORING AND REPORTING.

- 4.1** YCHHSD will provide interim progress reports in a format and timeframe defined by COMMISSION concerning activities as they affect the obligations and purposes of this MOU. YCHHSD shall submit the required Progress Report, with supporting documentation, which may include progress toward measurable results; level of service provided; issues or barriers encountered and how they are being addressed; and number of clients served. COMMISSION shall provide YCHHSD with the forms and/or access to a database or computer program which YCHHSD is required to use.

- 4.2 YCHHSD will submit progress reports to COMMISSION staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	January 1 – March 31	March 31	April 10
Quarter 2	April 1 – June 30	June 30	July 10
Quarter 3	July 1 –September 30	September 30	October 10
Quarter 4	October 1 – December 31	December 31	January 10

5. INDEMNIFICATION.

- 5.1 **Definitions.** For purposes of this Section 5, “YCHHSD” shall include YCHHSD, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either YCHHSD or its subcontractors, in the performance of this MOU. “COMMISSION” shall include COMMISSION, its officers, agents, employees and volunteers.
- 5.2 **YCHHSD to Indemnify COMMISSION.** YCHHSD shall defend, indemnify, and hold harmless COMMISSION, its elected and appointed councils, boards, COMMISSION's, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of YCHHSD in the performance of services rendered under this MOU by YCHHSD, or any of YCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.
- 5.3 **COMMISSION to Indemnify YCHHSD.** COMMISSION shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, COMMISSIONs, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of COMMISSION in the performance of services rendered under this MOU by COMMISSION, or any of COMMISSION's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

6. CONFIDENTIALITY.

- 6.1** The Parties shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this MOU or the services required by this MOU.
- 6.2** The Parties shall inform all of its officers, employees, agents, sub-providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.
- 6.3** COMMISSION may gather aggregate data from iCarol and/or Ages and Stages Questionnaires Third Edition Online but shall not access Personally Identifiable Information or Protected Health Information through said programs.

7. GENERAL PROVISIONS.

- 7.1** This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by written, mutual consent of both parties.
- 7.2** This MOU may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

8. INSURANCE.

- 8.1** General Liability. YCHHSD shall maintain and provide the COMMISSION with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- 8.2** Automobile. Where the services to be provided under this MOU involve or require the use of any type of vehicle by YCHHSD in order to perform said services, YCHSSD shall also maintain and provide the COMMISSION with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- 8.3** Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

- 8.4** Professional Liability. YCHHSD shall maintain professional liability insurance of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- 8.5** Said policies shall remain in force through the life of this MOU and shall be payable on an "occurrence" basis unless the COMMISSION specifically consents to a "claims made" basis. Additionally, as to each policy required under this MOU, COMMISSION shall be named as additional insured by written endorsement subject to approval by the COMMISSION's General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this MOU will constitute a material breach of the MOU.
- 8.6** During the term of this MOU, YCHHSD shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this MOU. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. YCHHSD shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

9. NOTICES.

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave, Suite 100
Marysville, CA 95901

With a copy to:

COUNTY COUNSEL
County of Yuba
915 8th Streets, Suite 111
Marysville, CA 95901

If to COMMISSION:

FIRST 5 YUBA
1114 Yuba Street, Suite 201
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed as follows:

FIRST FIVE YUBA COMMISSION

Sally Kokobeshi
Commission Chair

5-4-17
Date

Approved as to Form:

Mary B. Bell
Commission Counsel

4/27/2017
Date

COUNTY OF YUBA

_____, Chair
Yuba County Board of Supervisors

Date

INSURANCE PROVISIONS APPROVED:

Jill Abel
Jill Abel,
Human Resource Director and
Risk Manager

APPROVED AS TO FORM:

Angil Morris-Jones FOR
Angil Morris-Jones,
County Counsel

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez
Jennifer Vasquez, Director
Yuba County Health & Human
Services Department

The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Re-appoint David Villanueva to Plumas Lake Specific Plan Design Review Committee as a Resident Representative to a term ending June 14, 2019.

DATE: June 27, 2017

NUMBER: 257/2017

Recommendation

Reappoint Mr. David Villanueva as a Resident Representative to Plumas Lake Specific Plan Design Review Committee to a term ending June 14, 2019.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This is a scheduled vacancy due to the expiration of Mr. Villanuevas's term. Mr. Villanueva has served on the committee since January 2012 and wishes to continue serving.

Committee Action:

None

Fiscal Impact:

None

The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Board of Supervisors, Donna Stottlemeyer

SUBJECT: Appoint Alexandra Karsch to Wheatland Cemetery District to a term ending June 27, 2021.

DATE: June 27, 2017

NUMBER: 258/2017

Recommendation

Appoint Alexandra Karsch to Wheatland Cemetery District to a term ending June 27, 2021.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This is a scheduled vacancy due to the expiration of Ms. Lynne Bradshaw's term since December 2016. We have received one application from Ms. Alexandra Karsch, which is attached for your review.

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

Committee Action: None required

Fiscal Impact: None due to appointment

Attachments

258-2017 Private Application
258-2017 Public Application

RECEIVED

JUN 02 2017

Clerk/Board of Supervisors

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

Wheatland Cemetery Board

APPLICANT NAME:

Alexandra Kersch

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

[REDACTED]

Wheatland, CA 95692

PHYSICAL ADDRESS
(Street, City, Zip):

Same

TELEPHONE:

HOME:

[REDACTED]

WORK:

Same

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:Self-employed
#4REASONS YOU WISH TO
SERVE ON THIS BODY:

As a life-time Wheatland resident I have

QUALIFICATIONS:

Several ancestors buried in town and would like to honor them through this community service.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

I am motivated, intelligent, and interested in serving my community.
None

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

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

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

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

SIGNATURE

[Signature]

DATE

June 1, 2017

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.☐ APPLICANT APPOINTED: _____☐ OTHER: _____

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Robert Benforf, County Administrator

SUBJECT: Regional Waste Management Authority Grant Application/Used Oil Payment Program (OPP) Cycle Eight Application for Fiscal Year 2017/18

DATE: June 27, 2017

NUMBER: 255/2017

Recommendation:

Staff recommends Board of Supervisors authorization of a Regional Waste Management Authority (RWMA) program application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2017/18, by approving submittal of the County Administrator's letter.

Background and Discussion:

The Regional Waste Management Authority (RWMA) is preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2017/18. The program application is due by June 29, 2017, and the letters of authorization and RWMA resolution are due by July 15, 2017. The total payment amount for FY 2016/17 was \$59,889 and the total payment amount for FY 2017/18 is expected to be a similar amount. The final payment amount will be provided by CalRecycle.

The funds will be used to continue ongoing programs, including, but not limited to, the following:

1. Public education and information programs related to used oil filter recycling with the recently updated campaign materials
2. Support of the English as a Second Language (ESL) teacher training program based on the number of teachers/classes that participate
3. Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and the Marysville MRF/Transfer Station
4. Load checking costs at the Marysville MRF/Transfer Station
5. Administrative costs

The payment program application is being submitted as a regional program under the authority of the RWMA Joint Power Agreement. CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. The authorization can be in the form of a letter signed by the County Administrator.

Committee Action:

No Committee recommendation was sought due to the routine nature of the action.

Fiscal Impact:

There are no known costs to the County for this program.

Attachments:

255/2017 Authorization Letter for Used Oil Payment Program Cycle 8 for Fiscal Year 2017/2018

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF
COUNTY ADMINISTRATOR

GRACE M. MULL
DEPUTY COUNTY ADMINISTRATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE AFFAIRS
COORDINATOR

AMANDA NIX
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

June 27, 2017

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, California 95901

**Re: Authorization Letter for Used Oil Payment Program Cycle 8 for Fiscal Year
2017/2018**

Dear Mr. Martin:

As County Administrator of the County of Yuba, I am authorized to contractually bind the County of Yuba. Pursuant to this authority, I hereby authorize the Regional Waste Management Authority to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the County of Yuba. The Regional Waste Management Authority is hereby authorized to execute all documents necessary to implement the project under the Used Oil Payment Program (OPP) Cycle 8 for FY 2017/2018.

This authorization is effective until August 15, 2019.

Sincerely,

Robert Bendorf
County Administrator
(530)749-7575

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Authorize the Chair to execute amendment to airport lease agreement between County of Yuba and Keith and Gail Stroup, dba Aroma Catering

DATE: June 27, 2017

NUMBER: 264/2017

Recommendation

It is recommended that the Board authorize the Chair to execute the subject Amendment to Lease Agreement between the County of Yuba and Aroma Catering.

Background

The attached is a three-year lease renewal as provided for in the lease dated May 10, 2010. The lease rate is specified to increase by 3 percent and will generate \$5,088 annually in airport revenue.

Discussion

The tenant has invested a significant amount in improving the facilities. The facilities are regularly used for special events, meetings, and luncheons, in addition to serving as a county polling location for annually scheduled elections.

Committee Action:

This item was not considered by the Public Facilities Committee as it is a renewal of an existing agreement that has been previously approved and considered routine.

Fiscal Impact:

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

Attachments

Administrative Services - Second amendment to lease agreement for Aroma Catering

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made and entered into this ____ day of June, 2017, is an amendment to the Lease Agreement dated May 18, 2010, as amended on March 25, 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as "Lessor," and KEITH STROUP and GAIL STROUP, dba AROMA CATERING, hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, Lessor has leased to Lessee certain premises described in the lease dated May 10, 2010; and

WHEREAS, said lease was amended on March 25, 2014, extending the term an additional three years; and

WHEREAS, the terms of said lease provides for Three (3), Three year options to extend an additional three-year term; and

WHEREAS, the terms of said lease provide for a three (3) percent increase at commencement of each option period from the base rent; and

WHEREAS, it is the desire of the Lessee to continue the lease on the premises and exercise the right to extend the lease an additional term.

NOW, THEREFORE, the parties hereto agree as follows:

1. The lease of May 10, 2010, and amended on March 25, 2014, for the premises described therein is hereby extended for a period of three years, beginning July 1, 2016, and terminating on the 30th day of June, 2019;
2. Item 2. CONSIDERATION, 2.1 Payments, is hereby deleted in its entirety and replaced with the following:


2.1. Payments: Lessee hereby agrees to pay as rent for said premises the sum of FOUR HUNDRED TWENTY-FOUR DOLLARS (\$424.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rent and fee shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment.


3. All other terms and conditions of the Lease and Use Permit shall continue to remain in full force and effect.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment to Lease and Use Permit the date and year first above written.

COUNTY OF YUBA

Chairman

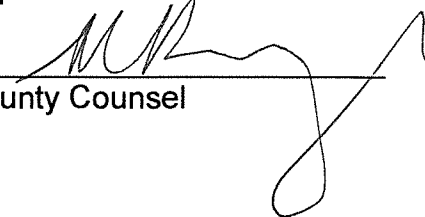
By 
Keith Stroup
"Lessee"

By 
Gail Stroup
"Lessee"

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

By _____

Approved as to form:


County Counsel

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Approve contract documents and specifications for the transient tie-down apron reconstruction related to FAA AIP 3-06-0149-18 and authorize advertisement for bids

DATE: June 27, 2017

NUMBER: 265/2017

Recommendation

It is recommended that the Board approve the subject Airport contract documents and specifications, authorize advertisement for bids, and set bid opening date as approved by the Federal Aviation Administration.

Background

The Board has previously received and accepted a grant award from the Federal Aviation Administration to complete the subject project engineering and design. The plans, contract documents, and specifications for the construction have been completed by the engineer, Mead & Hunt, in coordination with the Yuba County Airport Manager's Office and the FAA. A complete set of plans and specifications are available for your inspection at your convenience in the Board of Supervisors office. A copy of the plans have also been provided to Public Works for their review and comment prior to bid.

Discussion

The Yuba County Airport received an approval from the Federal Aviation Administration to proceed with a construction grant application due to the availability of funds remaining in the current federal grant program. This is a 90 percent grant funded project. The remaining 10 percent grant match will be accomplished through a combination of a loan from the State Division of Aeronautics, a 5 percent state grant match award, and the Airport Enterprise Fund. The actual grant award will be based on the bid proposals received. The bid opening date of August 4 is pending approval from the FAA. The engineer's estimate for the construction is \$2,558,944.

Committee Action:

This item was not presented to the Public Facilities Committee as the project has previously been before the Board during the grant approval process on May 13, 2014, November 18, 2014, September 26, 2016, and May 2, 2017.

Fiscal Impact:

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

Attachments

Administrative Services - Transient Engineer's report for tie down area project
Contract docs and specs for transient tie down area project

The County of Yuba

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



MAY 23, 2017

Call to order 9:32 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present was Interim County Counsel Courtney Abril and County Administrator Robert Bendorf.

PLEDGE OF ALLEGIANCE - Led by Supervisor Lofton

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

CONSENT AGENDA - All matters listed under Consent Agenda are considered to be routine and can be enacted in one MOTION.

MOTION: Approve Consent Agenda

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Approved Consent Agenda.

200/2017 Administrative Services: Authorize Budget Transfer in the total amount of \$3,600 from Airport Enterprise Fund 130 to Airport Maintenance Structure 130 for airport perimeter fence repair. (Roll Call Vote)

MOTION: Authorize Budget Transfer

MOVED: Andy Vasquez SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Approved by roll call vote.

203/2017 Board of Supervisors: Approve Child Care Planning Council of Yuba and Sutter Counties Local Planning Council County Priorities Report for general child care and development programs. Approved.

193/2017 Clerk of the Board: Appoint Sheila Gee to Area 4 Agency on Aging Advisory Council with a term ending June 30, 2019. Approved.

188/2017 Clerk of the Board: Appoint to In-Home Supportive Services Advisory Committee, Xia LJa Yang, Kimberly K. Thom, Christopher Hummel, and Nancy Jackson to a term to end May 23, 2019, and Ron Russell, Brandon Corbella to a term to end May 23, 2020. Approved.

182/2017 Clerk of the Board: Reappoint Donald Rae to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term ending May 10, 2019. Approved.

- 195/2017 Clerk of the Board: Appoint to Yuba County Commission on Aging Debbie Panteloglew as a District Four Representative with a term ending December 31, 2020 and Sheila Gee as an At-large Representative with a term ending April 5, 2019. Approved.
- 197/2017 Clerk of the Board of Supervisors: Approve meeting minutes from April 25 and May 2, 2017. Approved as written.
- 204/2017 County Administrator: Adopt resolution approving a revised County Debt Management Policy. Adopted Resolution No. 2017-54.
- 224/2017 Community Development & Services Agency: Approve budget amendment increasing the appropriation to 101-4900 (County Parks & Recreation) in the amount of \$20,000 to come from the County Parks Trust Fund (204), and authorize a fixed asset purchase for a replacement commercial mower.
- MOTION: Authorize Budget Amendment
 MOVED: Andy Vasquez SECOND: Gary Bradford
 AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None
 Approved by roll call vote.
- 225/2017 Community Development and Services Agency: Award contract to apparent low bidder for bridge replacement of New York House Road over Dry Creek project and authorize the Chair to execute pending County Counsel approval. Approved.
- 163/2017 County Administrator: Approve contract for Small Claims Court Litigant Assistance and authorize Chair to execute. Approved.
- 142/2017 Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to historic rainfall. Adopted Resolution No. 2017-55.
- 143/2017 Office of Emergency Services: Adopt resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event. Adopted Resolution No. 2017-56.
- 144/2017 Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to Tree Mortality. Adopted Resolution No. 2017-57.
- 145/2017 Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to flood waters. Adopted Resolution No. 2017-58.
- 186/2017 Health and Human Services: Approve the acceptance of recreational vehicle donation for the benefit of 14Forward. Approved.
- 196/2017 Health and Human Services: Approve resolution authorizing the Director to apply for Maternal, Child and Adolescent Health (MCAH) Grant Funds, accept funds, and execute the resultant grant agreement and other pertinent documents. Adopted Resolution No. 2017-59.

- 211/2017 Health and Human Services: Authorize the transfer of funds in the amount of \$500.00 from Account No. 101-5800-455.22-00 (Office Supplies) to Account No. 101-5800-455.29-00 (Travel) to cover shortfall in the Health and Human Services Department, Veterans Services Office, budget for FY2016-17. Approved.
- 219/2017 Health and Human Services: Authorize the budget adjustment of \$50,000 from account number 253-5410-372.96-01 (Contributions/Donations) to account number 233-5410-453.18-00 (Maintenance Building Improvement) for \$39,800 and to account number 233-5410-453.23-00 (Professional Services) for \$10,200 to cover shortfalls in 14Forward budget for Fiscal Year 2016-17. Authorized.
- 205/2017 Sheriff-Coroner: Approve the Service Agreement and Letter of Understanding between the County of Yuba and BGE Yuba, LLC and authorize Chair to execute. Approved.
- 208/2017 Sheriff-Coroner: Adopt resolution authorizing cat adoption fee waiver for period beginning June 1 through June 30, 2017. Adopted Resolution No. 2017-60.
- 209/2017 Sheriff-Coroner: Approve Master Service Agreement with TouchPay Holdings, LLC and authorize Chair to execute. Adopted Resolution No. 2017-61.
- 217/2017 Sutter Yuba Behavioral Health: Adopt resolution authorizing the application for and receipt of No Place Like Home Program Technical Assistance Grant Funds and authorize County Administrator to execute grant application, and any and all amendments thereto, upon review and approval of County Counsel. Adopted Resolution No. 2017-62.

SPECIAL PRESENTATIONS

- 212/2017 Present Proclamation National Nurses Week May 6 - 12, 2017 (No background material) (Estimate ten minutes). Chairman Fletcher read and presented proclamation.

PUBLIC COMMUNICATIONS

- Pastor Gil Morales: Celebration of Heros Saturday, September 16, 10 - 2 p.m., Crossroad Church, Yuba City.

COUNTY DEPARTMENTS

- 183/2017 Clerk of the Board: Appoint two individuals to serve as Resident Representatives on the Plumas Lake Specific Plan Design Review Committee with terms ending May 23, 2019. Deputy Clerk Rachel Ferris recapped.

MOTION: Moved to appoint Kimberley Leverette and Terri Lindsey

MOVED: Gary Bradford SECOND: Andy Vasquez

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Approved.

Recess: The Board recessed at 10:50 and returned at 11:01 a.m.

- 207/2017 11:01 A.M. Community Development and Services Agency: Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District (CFD) No. 2005-1. (Twenty minute estimate) Community

Development and Services Director Kevin Mallen provided a brief recap of history and costs and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-62.

- 218/2017 Approve sole source purchase and authorize the District Attorney to sign on behalf of Yuba County a contract with Karpel Solutions for case management software. District Attorney Patrick McGrath recapped history and background and responded to Board inquiries.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Approved.

- 226/2017 Sheriff-Coroner: Authorize Sheriff to contract with Citygate Associates, LLC to conduct a comprehensive services delivery and staffing review, and Contingency Fund Transfer in the amount of \$20,000 to Account No. 108-2700-422-2300, Professionals Services, and authorize Sheriff to execute contract. (Roll Call Vote) County Administrator Robert Bendorf recapped and responded to inquiries.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Gary Bradford

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Approved by roll call vote.

- 230/2017 Sheriff/Administrative Services: Approve tentative award of contract for medical services in the Yuba County jail to California Forensic Medical Group (CFMG) subject to final negotiations and authorize Chair to execute the completed contract upon review and approval of Risk Management and County Counsel. Sheriff Durfor recapped immediate need for mental health services, and the ongoing challenge of recruitment and retention of medical staff.

The following individuals spoke:

- Ms. Kim Thompson
- Ms. Elizabeth Adams
- Ms. Amber Lema
- Yuba County Employee Association Executive Director Ron Slaven

Sheriff Durfor and County Administrator Robert Bendorf responded to inquiries.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Leahy, Mike

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Approved.

ORDINANCES AND PUBLIC HEARINGS – The clerk read the disclaimer.

114/2017 Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District for fiscal year 2017/2018. (Community Development and Services) (Ten minute estimate) (Roll Call Vote) Director Mike Lee provided a brief recap and responded to Board inquiries.

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

MOTION: Move to approve
MOVED: Doug Lofton SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Adopted Resolution No. 2017-63 by roll call vote.

116/2017 Public Hearing - Hold public hearing to hear any protests or objections to the intention to levy and collect assessments, adopt resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2017/2018. (Community Development and Services Agency) (Estimate ten minutes) (Roll Call Vote) Director Mike Lee provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close the public hearing and approve
MOVED: Andy Vasquez SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Adopted Resolution No. 2017-64 by roll call vote.

192/2017 Public Hearing: Hold public hearing, approve Keystone Cemetery District Conflict of Interest Code. (Clerk of the Board of Supervisors) (Ten minute estimate) Deputy Clerk Rachel Ferris recapped.

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

MOTION: Move to close the public hearing and approve
MOVED: Andy Vasquez SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Approved by roll call vote.

201/2017 Public Hearing: Hold public hearing and approve Olivehurst Public Utilities District Amended Conflict of Interest Code. (Clerk of the Board of Supervisors) (Five minute estimate) (Roll Call Vote)

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

MOTION: Move to close the public hearing and approve
MOVED: Mike Leahy SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Approved by roll call vote.

210/2017 Public Hearing: Hold public hearing and approve Strawberry Valley Cemetery District Conflict of Interest Code. (Clerk of the Board of Supervisors) (Ten minute estimate)

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

MOTION: Move to close the public hearing and approve
MOVED: Doug Lofton SECOND: Andy Vasquez
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Approved by roll call vote.

155/2017 Ordinance: Hold public hearing, waive reading and adopt ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate) (Roll call vote) Interim County Counsel Courtney Abril provided a brief recap.

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

MOTION: Move to close public hearing and adopt
MOVED: Andy Vasquez SECOND: Doug Lofton
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Adopted Ordinance No. 1566 by roll call vote.

187/2017 Public Hearing – Hold public hearing and adopt resolution approving 2017 Comprehensive Economic Development Strategy and Program Project for Yuba-Sutter Economic Development District. Director Brenda Stranix and Cynthia Roderick recapped and responded to Board inquiries.

Chairman Fletcher opened the public hearing.

County Administrator Robert Bendorf responded to specific inquiries relating to internships with Yuba College and local High Schools.

MOTION: Move to adopt
MOVED: Doug Lofton SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Adopted Resolution No. 2017-65 by roll call vote.

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

- 191/2017 Notice from California State Water Resources Control Board regarding Groundwater Sustainability Agency formation deadline. Received.
- 198/2017 Letter from California County Associations opposing the American Health Care Act. Received.
- 199/2017 Notice from State of California Department of Community Services and Development regarding Yuba-Sutter Economic Development Corporation Audit Report from July 1, 2015 through June 30, 2016. Received.

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

Supervisor Vasquez: SACOG meeting May 18, 2017

Supervisor Lofton: Juvenile Hall and Camp Singer tour

Supervisor Bradford:

- CSAC Board meeting May 18, 2017
- Yuba Sutter Tourism Business Improvement District

County Administrator Robert Bendorf:

- Proposed 2016-17 Budget
- Governors Committee meeting “No Place Like Home” update
- Proposed June 27 joint board meeting with Wheatland City Council regarding Transportation JPA

Supervisor Fletcher:

- Boy Scouts camping event
- Memorial adjournment: Mrs. Norma Montna and Mr. Leslie Crook

CLOSED SESSION: The Board retired into closed session at 11:08 a.m. and returned at 1:00 p.m. with all members present as indicated above.

- 65/2017 Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 014-190-035-000 commonly known as 4240 Dan Avenue Olivehurst, Property Owners: Yuba County, Negotiators: Doug McCoy/Robert Bendorf – Direction provided to staff
- 213/2017 Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 010-131-005/3 8th Street Marysville Negotiating Parties: County of Yuba/Doug McCoy Negotiation: Terms of Payment – Direction provided to staff
- 101/2017 9:10 A.M. Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel – No report
- 216/2017 Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-022-073 Marysville, Negotiating Parties: Western Highland Mortgage Fund LLC/County of Yuba/Doug McCoy, Negotiation: Terms of Payment – By unanimous vote the Board gave direction to staff

- 23/2017 Pending litigation pursuant to Government Code Section §54956.9 (d)(1) – Hedrick vs. Grant – No report
- 232/2017 Personnel pursuant to Government Code §54957(b)(1) – Appointment/Environmental Health Director – No report
- 235/2017 Pending litigation pursuant to Government Code 54956.9(d) (1) - Citizens for Fair Representation et al vs. Secretary of State Alex Padilla – Direction provided to staff

The following individuals spoke:

- Mr. Clyde Wheeler Citizens for fair representation
- Mr. Stan Jacobs - State of Jefferson
- Ms. Becky Bowen - Citizens for fair representation
- Ms. Virginia Denisoto - State of Jefferson

ADJOURN: 1:30 p.m. By Chairman Fletcher in memory of Mrs. Norma Montna and Mr. Leslie Crook

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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



JUNE 13, 2017 – MINUTES

Call to order 9:00 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present were County Administrator Robert Bendorf and Interim County Counsel Courtney Abril.

PLEDGE OF ALLEGIANCE - Led by Supervisor Bradford

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present.

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

MOTION: Move to approve Consent Agenda

MOVED: Andy Vasquez SECOND: Gary Bradford

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

- 161/2017 County Administrator: Approve agreement for administration of Yuba County Ordinance Chapter 6.05 related to ambulance services with Sierra-Sacramento Valley Emergency Medical Services Agency and authorize Chair to execute. Approved.
- 164/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to tree mortality. Adopted Resolution No. 2017-66.
- 166/2017 Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to flood waters. Adopted Resolution No. 2017-67.
- 168/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to historic rainfall. Adopted Resolution No. 2017-68.
- 170/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event. Adopted Resolution No. 2017-69.
- 215/2017 Health and Human Services: Adopt resolution authorizing Director to apply for California Department of Public Health, Safe and Active Communities Branch, Naloxone Distribution Project Grant, for the period of June 1, 2017 through June 30, 2019 and to execute any and all necessary documents required by application and resultant grant subject to review and approval of County Counsel. (Human Services Committee recommends approval) Adopted Resolution No. 2017-70.

- 220/2017 Auditor-Controller: Adopt resolution determining 2017-18 appropriation limits for Special Districts. Adopted Resolution No. 2017-71.
- 234/2017 Health and Human Services: Adopt resolution authorizing Health and Human Services Director to execute any and all necessary documents required by grant fund application and accept, transfer and allocate the grant funds with the California Department of Public Health for the Immunization Local Assistance Grant Fund. Adopted Resolution No. 2017-72.
- 238/2017 Community Development and Services Agency: Award contract to WSP/Parsons Brinkerhoff to provide design services for the January Storm Damage Repair project and authorize Chair to execute agreement upon approval of County Counsel. Approved.
- 240/2017 Board of Supervisors: Appoint Supervisor Doug Lofton CSAC Representative replacing Supervisor Andy Vasquez effectively immediately. (No background material) Approved.
- 241/2017 Health and Human Services: Award contracts to Environmental Alternatives Inc. and Children's Hope Foster Family Agency for services under the Transitional Housing Placement Plus Program and authorize Chair to execute upon review and approval of County Counsel. Approved.
- 242/2017 Sheriff-Coroner: Approve Contract Amendment No. 2 to extending agreement with Placer County for pathology services for July 1, 2017 and through June 30, 2018 and authorize Chair to execute. Approved.
- 249/2017 Administrative Services: Approve amendment to Memorandum of Understanding between County of Yuba and Yuba County Water Agency for design and construction of tower and data center to be co-located in the new Yuba County Sheriff Facility. Approved.
- 250/2017 Sheriff-Coroner: Approve cooperative agreements with the U. S. Forest Service to provide law enforcement services to fight controlled substances on U. S. forestland and authorize Chair to execute. Approved.
- 251/2017 Community Development and Services Agency: Authorize Auditor to disburse Measure D Funds in the total amount of \$606,629.89 to: County Road Fund for \$574,781.82, City of Marysville for \$24,265.20, and City of Wheatland for \$7,582.87. Approved.
- 253/2017 Community Development and Services Agency: Approve acquisition of real property on portions of APN 016-120-014, 016-120-018, and 016-120-020 from Danna & Danna, Inc. for roadway easements along Feather River Blvd. for a total sum of \$90,345.00 pursuant to Yuba County Code §2.50.280. Approved.
- 254/2017 Board of Supervisors: Authorize out-of-state travel for Supervisors Fletcher and Lofton to attend the Annual NACO Conference July 21-24, 2017 in Columbus, Ohio. Approved.

PUBLIC COMMUNICATIONS: Mr. Bill Beeler - Board meeting notification

COUNTY DEPARTMENTS

- 237/2017 Board of Supervisors/Yuba Sutter Arts Council: Adopt resolution approving application and authorizing execution of State-Local Partnership Program Grant for Yuba Sutter Arts with California Arts Council and designating the Arts Council to execute. (Ten minute estimate) Executive Director David Reed recapped grant components, projects, and responded to inquiries.

MOTION: Move to adopt

MOVED: Doug Lofton SECOND: Andy Vasquez

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

Adopted Resolution No. 2017-73.

- 246/2017 Human Resources/Probation Department: Approve amendment to Memorandum of Understanding between the County of Yuba and the Yuba County Probation Peace Officers' Association and authorize the Chair to execute. (Estimate five minutes) Human Resources Administrative Analyst Cindy Clark recapped and responded to inquiries.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Doug Lofton

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

Approved

- 248/2017 County Administrator: Receive introduction of Clark Pickell as Director of Environmental Health effective July 1, 2017, approve employment agreement and authorize Chair to execute. (Ten minute estimate) County Administrator Robert Bendorf introduced Mr. Pickell who commented on his time with the county and look forward to his continued service with the county as the Director.

MOTION: Move to approve

MOVED: Doug Lofton SECOND: Andy Vasquez

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

Approved

- 206/2017 County Administrator: Approve Economic Development Agreement between the Greater Sacramento Area Economic Council and the County of Yuba and adopt resolution authorizing County Administrator to execute the Agreement; Appoint County Administrator or his designee to participate on Greater Sacramento Board of Directors; and designate Brynda Stranix, President / Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce. (Ten minute estimate) County Administrator Robert Bendorf recapped the agreement, membership fee, appointment process for Director, project components, and responded to Board inquiries.

MOTION: Move to approve and adopt

MOVED: Andy Vasquez SECOND: Gary Bradford

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

Adopted Resolution No. 2017-74

252/2017 Board of Supervisors: Authorize budget transfer in the amount of \$25,000 from General Fund Contingency to the Public Defender Services budget 101-2300-421-23-01. (Ten minute estimate) Deputy County Administrator Grace Mull recapped.

MOTION: Move to approve

MOVED: Andy Vasquez; SECOND: Mike Leahy

	YES	NO	ABSTAIN	ABSENT
Gary Bradford	X			
Randy Fletcher	X			
Mike Leahy	X			
Doug Lofton	X			
Andy Vasquez	X			

Approved by roll call vote.

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

233/2017 Two letters from California Governor's Office of Emergency Services regarding United States Small Business Administration Economic Injury Disaster Loan Declaration and United States Department of Agriculture Secretarial Disaster Designation. Received.

236/2017 Letter from Area 4 Agency on Aging advising of Fiscal Year 2017-18 matching contribution. Received.

239/2017 Notice from State of California Fish and Game Commission in regards to regulatory actions pertaining to State recreational fishing regulations. Received.

243/2017 Two notices from State of California Central Valley Regional Water Quality Control Board regarding meetings of June 1, 8, and 9, 2017. Received.

244/2017 Letter from Alison Bogle and Arthur Milnes regarding declaring July 1, 2017 as "Sir John A. Macdonald-Canada Day". Received.

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

Supervisor Vasquez: Commended various County staff

Supervisor Lofton: Tour of Packard Avenue and Jail facility

Supervisor Bradford: Tour of Juvenile Hall

Legislative Affairs Coordinator Russ Brown: Assembly Bill 1250 Contracts for Personal Service and consensus to oppose

County Administrator Robert Bendorf:

- United Way Day of Action Food Drive June 24, 2017
- First Five Yuba Commission Executive Director position
- Proposed Fiscal Year 2017-2018 Budget June 27, 2017
- County Intern Program
- Erosion along embankment of Yuba River and solution to resolve
- Speaking at conference regarding No Place Like Home and other homeless issues Friday, June 16.

Supervisor Fletcher:

- Meeting in Quincy regarding tree mortality
- Sierra Nevada Conservancy Board meeting
- Oroville Dam meetings and request volunteer to attend- Mike Leahy and Gary Bradford alternate

CLOSED SESSION: The Board retired into closed session at 9:55 a.m. and returned at 12:11 p.m. with all members present except Supervisor Vasquez.

23/2017 Pending litigation pursuant to Government Code §54956.9(d)(1) – Hedrick vs. County of Yuba No report.

77/2017 Personnel pursuant to Government Code §54957(b)(1) – Public Appointment/County Counsel No report.

Interim County Counsel Courtney Abril left closed session at 10:35 a.m. and returned at 10:40 a.m.

County Administrator Robert Bendorf advised Board direction provided regarding discussions regarding terms of agreement for appointment with Interim County Counsel as County Counsel.

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel Authority provided.

County Administrator Robert Bendorf left closed session at 10:23 during discussion of DDAA and rejoined closed session at 11:07 a.m.

Supervisor Vasquez left closed session at 10:55 a.m. and did not return.

247/2017 Pending litigation pursuant to Government Code §54956.9(d)(1) – Aaron Mounts vs. County of Yuba, Does 1 - 25 Case No. 2:16-CV-015544-JAM-GGH Authority provided.

ADJOURN: 12:12 p.m.

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

Approved: _____

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services- The Board approved the amendment to extend the agreement between the County of Yuba and Vanir Construction Management for the completion of the Yuba County Sheriff Facility

DATE: June 27, 2017

NUMBER: 277/2017

Recommendation

The Board approves the amendment to extend the agreement between the County of Yuba and Vanir Construction Management for the completion of the Yuba County Sheriff Facility and authorizes the Chair to sign.

Background

Vanir has been the County's construction manager since project inception. As the project has taken longer than anticipated, we have had to extend their contract.

Discussion

The County has worked closely with Vanir to identify the remaining amount of effort to complete the project. This amendment memorializes this agreement.

Committee Action:

Due to the routine nature of this item, it has been brought directly to the Board for review

Fiscal Impact:

This amendment increases the costs to the County by \$30,000. These costs are budgeted as part of the project cost and will be paid from project funds.

Attachments

277-2017 - Second Amendment to agreement between COY and Vanir on the SO project

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT # 2**

This is the Second Amendment to the agreement, dated July 8, 2014 for construction management services of the Sheriff Building project between the County of Yuba (COUNTY) and Vanir Construction Management (CONTRACTOR).

Pursuant to Operative Provisions of Articles 3, 4, 5 & 7, the following changes are hereby made:

- (1) Term. Extend the agreement term for the completion of construction.

Commencement Date: November 15, 2014

Revised Termination Date: June 9, 2017

- (2) Payment. Pricing shall be amended and shall not exceed \$977,390 (the previous value of \$947,390 and the addition of \$30,000 for the additional term), unless amended and agreed by both parties.

All other terms and conditions remain unchanged.

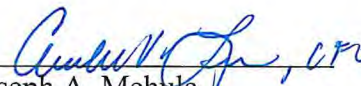
In witness thereof, the parties hereto have executed this Amendment # 2 to the Agreement on

_____ 2017.

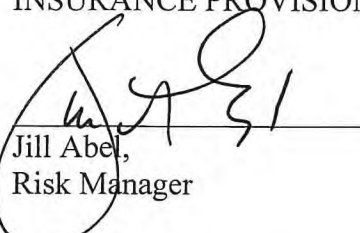
"COUNTY"
County of Yuba

"CONTRACTOR"
Vanir Construction Management

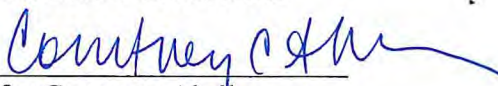
Randy Fletcher, Chair
Board of Supervisors

for 
Joseph A. Mehula
President

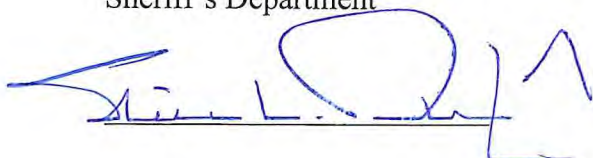
INSURANCE PROVISIONS APPROVED


Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Courtney Abril,
Interim County Counsel

DEPARTMENT APPROVAL
Sheriff's Department



The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Authorize hiring of a Principal Engineer at Step 7 (1.30%)

DATE: 6/27/17

NUMBER: 279/2017

Recommendation

RECOMMENDATION:

Public Works recommends the Board of Supervisors authorize the hiring of a Principal Engineer at salary step 7 (1.30%).

BACKGROUND:

In today's market it is extremely difficult to find qualified candidates for engineering positions, especially when comparing public sector salaries with those in the private sector. Public Works is currently in the process of hiring a Principal Engineer—Water Resources. Because of its specialized nature, this is even a harder position in which to find a qualified candidate. We only received two applications after a lengthy recruitment period.

DISCUSSION:

After our lengthy recruitment we were successful in finding an extremely qualified engineer from another county who has a long list of career accomplishments and many years of relevant experience.

His acceptance of the position, however, is contingent upon a starting salary at Step 7 (1.30%). This is the rate that we were paying the engineer who previously held this position. Considering the experience and qualifications of the applicant, the Department feels the advanced salary step is warranted.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the urgency to fill this position with a qualified candidate.

FISCAL IMPACT:

The cost for the position is budgeted, and there are adequate funds budgeted to hire at the advanced step. Funding for the position is from the Yuba County Water Agency.

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Van Boeck

SUBJECT: Community Development and Services: Approve Amendment No. 1 to Professional Services Agreement with North State Resources for Environmental services for the Iowa City Road and Spring Valley Road bridge replacement projects, and authorize Chair to execute.

DATE: June 27, 2017

NUMBER: 286/2017

Recommendation

The Public Works Department recommends that the Board of Supervisors approve Amendment #1 to the Professional Services Agreement with North State Resources for Environmental Services for the Iowa City Road and Spring Valley Road bridge replacement projects and authorize the chair to execute the amendment.

Background

The existing bridges along Iowa City Road and Spring Valley Road are currently rated as structurally deficient and are in need of replacement. The County has secured funding to replace both of these bridges.

On June 10, 2014 the County entered into a Professional Service Agreement with North State Resources to perform environmental studies at the two bridge locations.

Discussion

After initially studies were performed, it was determined that additional tests were needed to detect if aerial deposited lead and asbestos materials are within the project limits. These tests are necessary in order to obtain the environmental clearances from Caltrans.

This Amendment authorizes the Consultant to perform these additional tests and extends the Term of the Agreement for an additional two years.

Committee Action:

The Land Use & Public Works Committee was bypassed as these projects are included in the Public Works Budget.

Fiscal Impact:

Task #3 increased from \$9,774.28 to \$25,993.86. The cost of the additional tests is \$16,219.58 and will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.

Attachments

286/2017 Copy of Amendment #1 to the Professional Services Agreement with North State Resources

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

AMENDMENT # 1

This is the FIRST amendment to the agreement, dated June 10, 2014 for Professional Engineering services between the County of Yuba (COUNTY) and North State Resources, Inc. (CONSULTANT).

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Attachment B, BASE CONTRACT FEE, Section B.1 is changed to read:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed NINETY NINE THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS AND SEVENTY EIGHT CENTS(\$99,842.78); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE HUNDRED AND NINE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND SIX CENTS (\$109,827.06) without a formal written amendment to this Agreement approved by the COUNTY.

- (2) Exhibit A – Scope of Services, Schedule and Cost

Change paragraph 2 in Task 3 to read:

The scope of work does include the evaluation or testing (Phase II) of lead-based paint.

Add 3.7, 3.8, and 3.9

3.7 Asbestos Containing Materials (ACMs) Evaluation

There is potential that ACMs could be present in bridge construction materials. Based on the size of the project and construction history, up to 20 samples are estimated for analysis of ACMs using polarized light microscopy (PLM). Sampling will be conducted by an individual who is registered with CALOSHA and at a minimum registered as a Certified Site Surveillance Technician. Specifications associated with the proper removal and management of ACMs will be included, if confirmed ACMs are present. Any disturbance or removal of confirmed ACMs will require management of the ACMs by a contractor who is a registered Asbestos Contractor with the State of California Division of Occupational Safety and Health (CALOSHA).

3.8 Aerially Deposited Lead (ADL) Evaluation

The investigation will involve up to six locations within the project right-of-way (ROW), with a total of six samples to be collected and analyzed for total lead. All samples will be tested for total lead using EPA 6010B for Total Threshold Limit Concentration (TTLC) and the three highest resulting samples will be additionally analyzed for soluble lead using T22.11.5 All for Soluble Threshold Limit Concentration (STLC). In addition, the same three highest resulting samples will be analyzed for lead leaching potential using EPA 1311 for Total Characteristic Leaching Procedure (TCLP). The TTLC analysis provides total lead concentrations. The STLC analysis provides characterization to determine if the soils could be classified as non-RCRA (California) hazardous if 5 mg/L or over of soluble lead (STLC) for disposal. If the TCLP analysis is less than the 5 mg/L of soluble lead, the samples can be classified as non-RCRA hazardous (less costly disposal) but not RCRA (Federal) hazardous (more costly disposal).

3.9 Report Preparation

Upon completion of sampling and on receipt of analysis, Lawrence & Associates will prepare a summary report of the evaluation including figures, diagrams, and laboratory results. Based on the analysis, and as discussed above, recommendation for either no further work or evaluation is necessary prior to bridge demolition activities or that a remedial action is warranted prior to bridge demolition or roadway construction activities.

(3) Add the following to Tasks 1, 3-5 in Section 3 Completion Schedule:

NSR will commence work on Task 1 upon receipt of authorization to proceed. The draft evaluation report will be completed and delivered to the County within approximately four weeks thereafter. Following approval of the draft report by the County, NSR will forward the draft report to Caltrans for final review and approval. If Caltrans has any comments, a revised version of the report will be submitted to the County for approval within approximately one week of receipt of Caltrans comments; and submitted to Caltrans following County approval. Following Caltrans approval of the report, an electronic copy of the report and up to three hard copies will be provided to the County/Caltrans.

(4) Replace the existing lines in Section 4 Cost Proposal with the revised lines shown below:

Task	Labor	Expenses	Total
Task 3. Phase I ISA	\$18,860.10	\$7,133.76	\$25,993.86
TOTAL COST ESTIMATE	\$90,730.32	\$9,112.46	\$99,842.78

(5) OPERATIVE PROVISIONS Item 2. Term is changed to read:

Commencement Date: April 14, 2014

Termination Date: April 13, 2019

The term of this Agreement shall become effective on April 29, 2014, and shall continue in force and effect for a period of five years unless sooner terminated in accordance with the terms of this Agreement.

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

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

All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on _____, 2017.

"COUNTY"
County of Yuba


Chair Board of Supervisors

"CONSULTANT"
North State Resources, Inc.



Authorized Representative

INSURANCE PROVISIONS APPROVED



Jill Abel,
Risk Manager

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2017

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

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

PRODUCER InterWest Insurance Services License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935		CONTACT NAME: Cynthia Beymer PHONE (A/C No. Ext): (530) 722-2614 E-MAIL ADDRESS: cbeymer@iwins.com FAX (A/C No.): (530) 722-3559															
INSURED NSTRE-4 North State Resources, Inc 5000 Bechelli Ln Ste 203 Redding CA 96002		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : State Comp Ins Fund (CA)</td><td>35076</td></tr><tr><td>INSURER B : Greenwich Insurance Co.</td><td>22322</td></tr><tr><td>INSURER C : Sentinel Insurance Co Ltd</td><td>11000</td></tr><tr><td>INSURER D : Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Comp Ins Fund (CA)	35076	INSURER B : Greenwich Insurance Co.	22322	INSURER C : Sentinel Insurance Co Ltd	11000	INSURER D : Trumbull Insurance Company	27120	INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 508018688

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Spring Valley Road over Little Dry Creek Bridge Replacement (Bridge No. 16C0091) and Iowa City Road over Jack Slough Bridge Replacement (Bridge No. 16C0077) Project.

CERTIFICATE HOLDER

CANCELLATION

Yuba County Department of Public Works
915 8th Street, Suite 125
Marysville CA 95901

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

- 3. AMENDED FELLOW EMPLOYEE EXCLUSION**
EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

- 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**
If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lesser incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

- 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

- 6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

- 7. AIRBAG COVERAGE**

Under Paragraph 8. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

- 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- a. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2 of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

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

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REF 01
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NF
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PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 1, 2016 AT 12.01 A.M.
AND EXPIRING JULY 1, 2017 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

NORTH STATE RESOURCES INC
5000 BECHELLI LN STE 203
REDDING, CA 96002

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

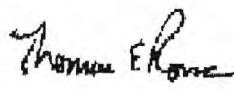
SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 10, 2014


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Approve the attached budget transfer for Administrative Services to rebalance several accounts that were out of balance

DATE: June 27, 2017

NUMBER: 289/2017

Recommendation

Approve the attached budget transfer of \$32,174 for Administrative Services to rebalance several accounts that were out of balance

Background

Administrative Services makes every effort to expend resources from the account where the expense belongs; rather than spending from wherever there are funds. This adjustment balances out several account inconsistencies.

Discussion

We had reallocated several salary line items that had unspent monies and reallocated those funds to cover other expenses. This allows us to better track and allocate our costs.

Committee Action:

Due to the routine nature of this request, we have brought it directly you our Board for consideration

Fiscal Impact:

There is no net impact to the General Fund.

Attachments

Budget Transfer for #1800 Administrative Services

RECEIVED

JUN 14 1967

FISCAL YEAR 2016-17

COUNTY OF YUBA

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

COUNTY ADMINISTRATOR

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY/PHONE VICTORIA MENDEZ X7883

REVENUE APPROPRIATIONS						EXPENDITURE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)	Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB			FUND	DEPT	BASE	EL-OB		
						101	1800	410	0101	Salaries	(32,715.00) (32,675.00)
						101	1800	410	0103	Extra Help	15,291.00
						101	1800	410	0107	Vacation	8,433.00
						101	1800	410	0108	Sick Leave	86.00 46.00
						101	1800	410	0208	Unemployment	105.00
						101	1800	410	2300	Professional Services	2,800.00
						101	1800	410	2800	Special Department Expense	6,000.00

EXPLANATION FOR BUDGET ADJUSTMENT:

Move salary savings to make all Salary accounts whole
Use salary savings to cover end of year expenses

FUNDING SOURCE FOR INCREASES:

EXTERNAL	<input type="checkbox"/>
INTERNAL	<input checked="" type="checkbox"/>

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING
MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

BUDGET TRANSFER

(assigned by ACO)

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

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

6/04/07

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

The County of Yuba



TO: Board of Supervisors

FROM: Kevin Mallen, Community Development Director

SUBJECT: Community Development & Services: Adopt resolution authorizing the Community Development Director to purchase land on behalf of the River Highlands Community Services District

DATE: June 27, 2017

NUMBER: 271/2017

Recommendation

Adopt attached resolution authorizing the Community Development Director to purchase portions of APN 006-220-073 on behalf of the River Highlands Community Services District and to utilize funds from Trust Fund 605 for the costs of the purchase.

Background / Discussion

The River Highlands Community Services District was created on July 8, 1980 and on March 2, 1988 the Gold Village subdivision was approved by the County. The original parcel that the Gold Village subdivision is located within was approximately 150 acres and with the development of 84 homes there remains approximately 120 acres (APN 006-220-073) that is both to the east and to the west of the homes and is privately held. Located in various locations on APN 006-220-073 are the River Highlands Community Services District's sewer and water infrastructure including the waste water treatment plant and spray field, sewer lift station, potable water system tank, potable water system wells, and various sewer and water lines. For a variety of reasons, including but not limited to protection of ground water supply and continuity of service to the 84 homes, it is in the best interests of the District to own the land that their sewer and water infrastructure is located on.

For a variety of reasons, including failure of the District's sewer treatment plant, on April 7, 2009 the County and the District entered into a Cooperative Services Agreement which was further amended on October 1, 2009 to expand the County's role to complete operation and administrative control of the District. The County, on behalf of the District, has been in contact with the owner of APN 006-220-073 who is interested in selling to the District the portions of the parcel that are needed by the District for the sewer and water infrastructure. The portions of APN 006-220-073 to be purchased by the District would amount to a total of approximately 80 acres and the owner is willing to sell off these portions to the District so long as there remains three parcels that can be sold individually and have the ability to be served by the District's sewer and water. The District has capacity to serve the three parcels with sewer and water and the District has funds located in Fund 605 that are not obligated to current District operations and could be utilized thru a loan internal to the District to purchase the portions of APN 006-220-073 for the sewer and water infrastructure. If the resolution is adopted by the Board, staff will proceed with the Purchase and Sale Agreement (attached) and complete purchase of the property on behalf of the District in accordance with the County's purchase and procedures for real property acquisition.

Committee Action:

Moving forward with the purchase of the property was previously discussed by the full Board and the resolution presented is the next step in the process.

Fiscal Impact:

All costs associated with this action will be paid by the District thru the District's funds on hand.

Attachments

271/2017 Resolution Authorizing Land Purchase
271/2017 Purchase and Sale Agreement

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR TO PURCHASE ON)
BEHALF OF THE RIVER HIGHLANDS)
COMMUNITY SERVICES DISTRICT A)
PORTION OF APN 006-220-073 AND TO)
EXECUTE ALL NECESSARY DOCUMENTS)**

RESOLUTION NO. _____

WHEREAS, the River Highlands Community Services District was created on July 8, 1980 and on March 2, 1988 the Gold Village subdivision was approved by the County of Yuba; and

WHEREAS, the original parcel that the Gold Village subdivision is located within was approximately 150 acres and with the development of 84 homes there remains approximately 120 acres (APN 006-220-073) that is both to the east and to the west of the homes and is privately held; and

WHEREAS, located in various locations on APN 006-220-073 are the River Highlands Community Services District's sewer and water infrastructure including the waste water treatment plant and spray field, sewer lift station, potable water system tank, potable water system wells, and various sewer and water lines; and

WHEREAS, for a variety of reasons, including but not limited to protection of ground water supply and continuity of service to the 84 homes, it is in the best interests of the District to own the land that their sewer and water infrastructure is located on; and

WHEREAS, on April 7, 2009 the County and the District entered into a Cooperative Services Agreement and which was further amended on October 1, 2009 to expand the County's role to complete operation and administrative control of the District; and

WHEREAS, the County, on behalf of the District, has been in contact with the owner of APN 006-220-073 who is interested in selling to the District the portions of the parcel that are needed by the District for the sewer and water infrastructure; and

WHEREAS, the portions of APN 006-220-073 would amount to a total of approximately 80 acres and the owner is willing to sell off these portions to the District so long as there remains

three parcels that can be sold individually and have the ability to be served by the District's sewer and water; and

WHEREAS, the District has capacity to serve the three parcels with sewer and water and the District has funds located in Fund 605 that are not obligated to current District operations and could be utilized thru a loan internal to the District to purchase the portions of APN 006-220-073 for the sewer and water infrastructure.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, based on the foregoing findings, does hereby resolve that it is in the best interest of the River Highlands Community Services District to purchase portions of APN 006-220-073 totaling approximately 80 acres for the District's sewer and water infrastructure; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba, through the Cooperative Services Agreement with the River Highlands Community Services District, does hereby:

1. Authorize, on behalf of the District, the Yuba County Community Development and Services Agency Director to complete the creation and purchase of portions of APN 006-220-073 in accordance with County procedures for real property acquisition, including the three parcels to be retained by the current owner, and execute any necessary documents, subject to County Counsel review.
2. Authorize a loan from the District's Fund 605 to cover the costs associated with this purchase and authorize the Yuba County Community Development and Services Agency Director to execute any necessary documents, subject to County Counsel review, for said loan.

[illegible]

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of _____, 2017, by and between Western Highland Mortgage Fund LLC ("Sellers"), and the River Highlands Community Services District ("Purchaser").

Recitals

A. Sellers own certain real property located in Yuba County, California, APN 006-220-073, the "Parent Parcel".

B. Purchaser desires to purchase from Sellers approximately an 80 acre portion of the Parent Parcel, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale

(a) Sellers agrees to sell the Real Property to Purchaser and Purchaser agrees to purchase the same from Sellers on all of the terms, covenants, and conditions hereinafter set forth.

(b) Sellers agrees to assign and transfer to Purchaser on the Closing Date (as defined below in Section 5 hereof), without additional consideration therefore, all of Sellers' interest in all tangible and intangible property now or hereafter owned or held by Sellers in connection with the Real Property. The Real Property and the Intangible Property are hereinafter collectively referred to as the "Property."

(c) Sellers and Purchaser both agree to be responsible to cover their respective legal, engineering, surveying, and realtor costs or fees associated with this purchase. In addition, Sellers and Purchaser agree to share the title and escrow costs associated with this purchase equally.

Section 2. Purchase Price

The purchase price for the Property shall be \$100,000 (One Hundred Thousand Dollars, the "Purchase Price"). There shall be no deposit. The entire Purchase Price shall be payable to Sellers in cash on the Closing Date.

Section 3. Conditions Precedent

(a) Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent:

(i) Purchaser shall obtain a Preliminary Title Report as verification by Purchaser that no tenant or third party will hold any equity position or purchase option in the Property following the closing.

(ii) Purchaser obtains an appraisal from a Real Property Appraiser selected by the Purchaser that verifies the current appraised value of the Property is at least as much as the Purchase.

(iii) Purchaser processes through the County and receives approval for a lot line adjustment, or other form consistent with the Subdivision Map Act, creating the Property to be sold to the Purchaser and three separate parcels to be retained by the Seller (as depicted in Exhibit A) all being created from the Parent Parcel. Purchaser is responsible for any County fees associated with the creation of the Property and the three separate parcels. Seller is responsible for creation and submission of the documents and/or maps necessary for the County to process the request up to an amount of \$2,000, costs in excess of \$2,000 shall be the responsibility of the Purchaser.

(iv) Purchaser provides Seller a "will serve" letter for both domestic potable water and waste water disposal for the three parcels to be retained by the Seller. Purchaser shall not charge a capacity impact fee (commonly called a hook up fee) for water or wastewater service connections to the three parcels, however the parcels will be responsible for all construction costs, including water meters, to connect to Purchaser's water and wastewater systems.

(v) Purchaser is able to obtain title insurance from Fidelity National Title Company for the Property consistent with Section 4(c) below.

(vi) As of the Closing Date there shall have been no material adverse change in the condition of the Property or in any document, Laws and Restrictions (as defined below), contractual relations, or other circumstances affecting the Property previously approved by Purchaser.

(vii) The fulfillment of each condition contained in Sections 4, 5, and 6 below.

(viii) The due performance by Sellers of each and every covenant, undertaking, and agreement to be performed by Sellers pursuant to this Agreement, the truth, in all material respects, of each representation and warranty made in this Agreement by Sellers at the time made and on the Closing Date

(b) At any time or times on or before the Closing Date, at Purchaser's election, Purchaser may waive any of the foregoing conditions, with the exception of (a)(iii) and (a)(iv), by written notice to Sellers. Purchaser's consent to the close of escrow pursuant to this Agreement shall waive all such conditions. No such waiver shall reduce the

rights or remedies of Purchaser arising from any breach of any undertaking, agreement, covenant, warranty, or representation of Sellers under this Agreement.

(c) In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Purchaser are not fulfilled or waived pursuant to Section 3(b) above, Purchaser, at its election by written notice to Sellers, may terminate this Agreement and be released from all obligations under this Agreement. In the event of a termination, all documents deposited in escrow by Purchaser or Sellers shall be returned to the depositing party.

Section 4. Conditions of Title

(a) Title to the Real Property shall be conveyed by Sellers to Purchaser by a good and sufficient Grant Deed subject to no exceptions other than (i) the lien of local real property taxes and assessments not yet due or payable, and (ii) all exceptions to title set forth in a preliminary title report issued by Fidelity National Title Company (the "Title Company"), a copy of which is attached hereto as Exhibit B (the "Preliminary Title Report"), approved by Purchaser pursuant to Section 4(b) below (collectively, the "Conditions of Title").

(b) If Purchaser shall object to any exceptions to title stated in the Preliminary Title Report by written notice specifically listing the exception(s), and delivered to Sellers within ten (10) days after Purchaser's receipt of the Preliminary Title Report, Sellers shall use reasonable efforts to clear title to the Property of such exceptions. If the exceptions objected to by Purchaser cannot be removed by Sellers within thirty (30) days after receipt of notice from the Purchaser, and Purchaser shall not waive its objections to title in writing within five (5) days thereafter, this Agreement shall be terminated.

(c) Delivery of title in accordance with the foregoing shall be evidenced by the issuance by the Title Company, upon payment of its regularly scheduled premium at close of escrow, its standard ALTA extended coverage policy of title insurance, together with such endorsements as Purchaser may reasonably require, at Purchaser's cost, in the amount of the Purchase Price, showing title to the Real Property vested in Purchaser subject only to the Conditions of Title (the "Title Policy").

Section 5. Closing Date

The date for the close of escrow with respect to the purchase and sale of the Property is anticipated to be September 1, 2017, but shall be no later than Thirty (30) days following the date of satisfaction or waiver of the Purchaser to the conditions set forth in Section 3 above.

Section 6. Escrow and Closing

(a) Sellers shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following documents:

(i) A duly executed and acknowledged Grant Deed conveying the Real Property to Purchaser subject only to the Conditions of Title;

(ii) Either California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and

(iii) Sellers' written escrow instructions to close escrow in accordance with the terms of this Agreement.

(b) Purchaser shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following funds and documents:

(i) Cash or other immediately available funds which, are sufficient to close escrow (the "Sellers' Funds");

(ii) Purchaser's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(c) The Title Company shall close escrow when it is in a position to issue to Purchaser the Title Policy and has received all of the documents and funds listed in Sections 6(a) and 6(b) above. The Title Company shall close escrow by: (i) recording the executed Grant Deed; (ii) issuing the required title insurance to Purchaser; (iii) confirming the Sellers have completed either a California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and (iv) delivering to the Sellers the proceeds of the Purchase Price after deduction of Sellers' share of closing costs and adjustment for closing proration's as set forth below.

(d) Real property taxes and assessments, and all other items of income and expense, if any, shall be prorated as of the Closing Date. Sellers shall pay all documentary and other transfer taxes imposed on account of the transfer of the Property to Purchaser, including without limitation any excise, income, sales, use or transaction taxes incurred in connection with the sale of the Property. All other closing costs shall be allocated evenly between the parties. Right to possession of the Property shall transfer to Purchaser as of the close of escrow.

Section 7. Covenants, Warranties and Indemnification

(a) Sellers' Express Representations and Warranties. In addition to the representations and warranties contained elsewhere in this Agreement, Sellers hereby make the following representations and warranties, each of which representation and warranty in this Agreement is material and being relied upon by Purchaser, is true in all respects as of the date of this Agreement, shall be true in all respects on the Closing Date, and shall survive the close of escrow:

(i) Sellers have and will convey to Purchaser good, marketable, and insurable fee simple absolute title to the Real Property free and clear of all liens, claims, covenants, conditions, restrictions, rights of way, easements, options, licenses, judgments, and encumbrances of any kind, except the Conditions of Title. Without limiting the generality of the foregoing, there are no encroachments on the Real Property by adjoining property or improvements, and none of the easements, covenants, conditions, restrictions or other encumbrances included in the Conditions of Title has interfered with or will interfere with, or has been or will be breached by or as a result of, the proposed development, use, or operation of the Real Property. Nothing contained in the form of deed by which Sellers conveys the Property to Purchaser shall limit this warranty.

(ii) The Real Property has free and complete legal access to public streets.

(iii) Sellers have not undertaken any activity upon, or used, the Real Property in a manner for the storage or which will produce any hazardous or toxic waste, materials discharge, deposit, dumping or contamination, whether of soil, ground water or otherwise, which violates any Laws or Restrictions or requires reporting to any governmental authority.

(iv) There are no existing or, to the best of Sellers' knowledge after diligent inquiry, proposed or contemplated eminent domain proceedings which would affect the Property in any way.

(v) There are no commitments to or agreements entered into by Sellers with any federal, state, or local governmental authority or agency affecting the Property, which have not been disclosed to Purchaser by Sellers in writing.

(vi) Neither this Agreement nor anything provided to be done under it, including, without limitation, the transfer, assignment, and sale of the Property contemplated by this Agreement, violates or shall violate any written or oral contract, agreement or instrument to which Sellers are a party or which affects the Property or any part of it.

(vii) None of the representations or warranties in this Agreement, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Purchaser in connection with this Agreement contains, or will as of the Closing Date contain, any untrue statement of a material fact or omits, or will as of the Closing Date omit a material fact necessary to make the statements of facts contained therein not misleading.

(viii) Sellers have not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Sellers's creditors, (C) suffer the appointment of a receiver to take possession of substantially all, of Sellers's assets, (D) suffered

attachment or other judicial seizure of all, or substantially all, of Sellers's assets, (E) admitted in writing its inability to pay its debts as they come due or (F) made an offer of settlement, extension or composition to its creditors generally.

(ix) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.

(b) Sellers' Express Covenants. In addition covenants contained elsewhere in this Agreement, Sellers covenants as follows:

(i) Purchaser shall have the right to enter, inspect, and test the Property, including the right to conduct soil-boring tests for soils conditions and hazardous waste, and to inspect all documents relating thereto from the date of this Agreement to the Closing Date.

(ii) Sellers shall comply with all Laws and Restrictions concerning the Property from the date of this Agreement to the Closing Date.

(iii) Within three (3) days after the Execution Date, Sellers shall deliver to Purchaser all documents and other items as set forth in this agreement.

(c) Sellers' Indemnity. Sellers agrees to indemnify and defend Purchaser against and hold Purchaser harmless from any and all claims, liabilities, losses, damage, costs and expenses, including, without limitation, all reasonable attorney's fees, asserted against or suffered by Purchaser resulting from (i) any breach by Sellers of this Agreement, (ii) any liability or obligation of Sellers which Purchaser is not required to assume under this Agreement or accruing prior to such assumption, or (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Sellers pursuant to this Agreement.

Section 8. Notices

Any notices required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail, postage prepaid, or by a courier and addressed to the following addresses:

To Sellers: Western Highland Mortgage Fund I LLC
3170 Highway 50, Suite 10
South Lake Tahoe, CA 96150

To Purchaser: River Highlands Community Services District
County of Yuba Government Center
c/o Director of Community Development

915 8th Street, Suite 123
Marysville, CA 95901

With a copy to: County Counsel
County of Yuba, Government Center
915 8th Street Suite 111
Marysville, CA 95901

All notices shall be deemed received upon the earlier of actual receipt or three (3) business days following deposit in the U.S. mail, first-class postage prepaid, or with a courier.

Section 9. General Provisions.

(a) This Agreement, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or other agreements are replaced in total by this Agreement and the exhibits hereto.

(b) Time is of the essence in the performance of the parties' respective obligations and the fulfillment of conditions contained herein.

(c) The obligations, covenants, warranties, and the remedies for breach of them, herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

(d) Sellers shall not assign its right in this Agreement without the prior written consent of Purchaser. Purchaser shall have the right to assign its interest subject to the foregoing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(e) Whenever and so often as requested to do so by each other, Sellers and Purchaser shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in each party all rights, interests, powers, benefits, representations.

(f) This Agreement shall be governed by the laws of the State of California.

(g) All money sums referred to herein or payable shall be payable in United States dollars.

(h) The execution and delivery of this Agreement by Purchaser and Sellers and the performance hereof and the transaction contemplated hereby have been duly authorized on the part of Purchaser and Sellers, and the person or persons signatory to this Agreement on behalf of each party have all power and authority to execute the same and all other documents associated with this transaction. Each party shall deliver to the other

on or before the closing Date satisfactory evidence of such authorization and the valid and binding nature of this Agreement and the other documents executed or to be executed in connection with this transaction.

(i) This contract may be executed in one or more counterparts and all so executed shall constitute one contract, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterparts.

(j) The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

SELLERS:

Western Highland Mortgage Fund I LLC
Tahoe Loan Servicing, Inc. (Fund Manager)
Richard W. Schwarte, TLS President

PURCHASER:

River Highlands Community Services District

APPROVED AS TO FORM:




EXHIBIT A

All that certain real property situated in the unincorporated area of the County of Yuba, State of California, described as follows:

A.P.N. 006-220-073-000

EXHIBIT B

Preliminary Title Report

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator

SUBJECT: Health and Human Services Department: Resolution authorizing Health and Human Services Department to apply for the Hospital Preparedness Program (HPP), Public Health Emergency Preparedness (PHEP) and the State General Fund Pandemic Influenza (PAN Flu) Programs

DATE: June 27, 2017

NUMBER: 270/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply to the California Department of Public Health (CDPH), Hospital Preparedness Program (HPP), Public Health Emergency Preparedness (PHEP) and State General Fund Pandemic Influenza (State GF Pan Flu) grant programs for the period of July 1, 2017 through June 30, 2022, and further authorizing the HHSD Director to execute documents as required by the grant and to accept, transfer and allocate the grant funds in accordance with the provisions of the grant.

Background

Since July 2002, Yuba County, through its Health and Human Services Department, has received Public Health Emergency Preparedness funds for the purpose of assisting county health departments in planning, preparing for, protecting against, responding to, recovering from and mitigating against the effects of emergencies with public health impacts.

Discussion

For the grant funding period of July 1, 2017 through June 30, 2022, CDPH will provide funds in the amount of \$1,646,930; consisting of \$635,035 for HPP, \$699,780 for PHEP and \$312,115 for State

GF Pan Flu. Approval of this Board Resolution will authorize HHSD to apply for the funds, execute pertinent documents related to this program, and accept, transfer and allocate the grant funds.

Committee Action:

The Human Services Committee was by-passed as there is no impact to any other department.

Fiscal Impact:

Adoption of this Resolution of the Board will not impact County funds.

Attachments

270/2017 Resolution authorizing HPP, PHEP, PAN Flu Grant

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

**RESOLUTION AUTHORIZING THE DIRECTOR)
OF THE HEALTH AND HUMAN SERVICES)
DEPARTMENT (HHSD) TO APPLY TO THE)
CALIFORNIA DEPARTMENT OF PUBLIC)
HEALTH FOR THE 2017-2022 HOSPITAL)
PREPAREDNESS PROGRAM, PUBLIC)
HEALTH EMERGENCY PREPAREDNESS, AND)
STATE GENERAL FUND PANDEMIC)
INFLUENZA GRANT, AND FURTHER)
AUTHORIZE THE HHSD DIRECTOR TO)
EXECUTE DOCUMENTS AS REQUIRED BY)
THE GRANT AND TO ACCEPT, TRANSFER)
AND ALLOCATE THE GRANT FUNDS IN)
ACCORDANCE WITH THE PROVISIONS OF)
THE GRANT)**

Resolution No. _____

WHEREAS, the State of California, through the Department of Public Health (CDPH), has made grant funds available to state health agencies for the purpose of assisting county health departments in planning, preparing, and maintaining public health preparedness to ensure immediate and adequate response to acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies; and

WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure of the County of Yuba be prepared to recognize, respond to and minimize illness and injury resulting from acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies; and

WHEREAS, CDPH has allocated \$1,646,930.00 for the term of 2017-22 to Yuba County upon submission and approval of the grant application documents pertaining to the Hospital Preparedness Program (HPP), Public Health Emergency Preparedness (PHEP), and State General Fund Pandemic Influenza (GF Pan Flu) grant.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Director of the Health and Human Services Department to submit an application to CDPH HPP/PHEP/GF Pan Flu grant for the period of 2017-2022.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Director of the Health and Human Services Department is hereby authorized to: execute, subject to review and approval of County Counsel, all documents as required by the application and the resultant grant for the stated period; amend contracts for additional or lesser funding; execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded; and accept, transfer and allocate the grant funds for the period of July 1, 2017 through June 30, 2022. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba after they have been reviewed and approved by County Counsel and executed by the Director of the Health and Human Services Department.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF YUBA

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
COURTNEY C. ABRIL
INTERIM COUNTY COUNSEL

BY: _____

The County of Yuba



TO: Board of Supervisors

FROM: Kevin Mallen, Community Development and Services Agency Director

SUBJECT: Authorize budget transfer in the amount \$58,000 from County Parks Trust 204 and Impact Fees-Park Land Trust 189 to Parks budget 101-4900-471-2300.

DATE: 06/27/2017

NUMBER: 267/2017

Recommendation

Approve budget transfer in the amount of \$58,000 from County Parks Trust 204 (\$23,000) and Impact Fees-Park Land Trust 189 (\$35,000) to the County Parks budget 101-4900-471-2300.

Background /Discussion

County Parks sustained considerable damage during the January and February storms; Public Works staff has spent additional time and equipment completing repairs and clean-up for Hammon Grove Park and Sycamore Ranch. Multiple trees sustained damage which required removal and trimming by outside service providers. Plumbing systems were also damaged requiring extensive repairs. Electrical systems serving the individual campsites were also damaged and required replacement of the individual power pedestals that resulted in an upgrade from the originals.

Committee Action:

Due to time constraints, this item was not heard at Committee.

Fiscal Impact:

County Parks Trust 204 and Impact Fees- Park Land Trust 189 currently have the available dollars to cover these expenditures. The County has included the costs of damage to Hammon Grove Park and Sycamore Ranch in our FEMA request for reimbursement. Any FEMA reimbursement of these costs will be returned to the appropriate trust fund.

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

DEPARTMENT: County Parks

[illegible]

ORIGINAL-AUDITOR COPY 1-COUNTY ADMINISTRATOR COPY 2-DEPARTMENT

The County of Yuba

Auditor/Controller



TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle

SUBJECT: Auditor-Controller: Approve Budget Transfer from General Fund Contingencies to Disaster/Emergency Fund

DATE: 6/27/2017

NUMBER: 274/2017

Recommendation

Approve Budget Transfer in the amount of \$45,000 from General Fund Contingencies to the Disaster accounting fund to cover expenditures related to the emergencies this year.

Background

Emergency events that occurred earlier in the fiscal year caused the county to incur unanticipated expenditures to respond to and begin recovery efforts from those events. Government Code section 29120 limits the incurring or paying of obligations to the amount of appropriations allowed for each budget unit as adopted or revised. Government Code section 29122 prohibits the Board from approving and the Auditor from issuing payments for an obligation in excess of the approved budget except in certain circumstances, one of which being a declared emergency.

Discussion

Due to the emergency events that took place earlier this year certain expenditures were incurred to provide the necessary service to manage and recover from those events with recovery efforts being ongoing. To aid in accounting for the various costs associated with the events the Auditor-Controller established a Disaster Accounting fund and began approving expenditures out of that fund without having an approved budget. The referenced Government Codes permit the expenditures in excess of appropriations during emergencies but we still need to make sure the appropriations are ultimately approved. At this time, cash will need to be transferred in the amount of approximately \$40,000 to

cover actual expenditures. The excess appropriations cover any unreported expenditures through the end of the fiscal year. It is likely that a transfer of the full \$45,000 will not be necessary.

For future events, the Auditor-Controller, in conjunction with the Office of Emergency Services, will be formalizing a Disaster Accounting Manual to address accounting procedures as additional such events occur in the future. The issue of sufficient appropriations will be addressed in that manual as well.

Committee Action: (Omit if to Committee)

This action is a routine budget transfer and does not require committee approval

Fiscal Impact:

This action will reduce appropriations in General Fund contingencies by \$45,000 and increase appropriations in the Disaster Accounting Fund by the same amount. Specifically, the Disaster Accounting Fund requires approximately \$40,000 to cover current actual expenditures.

Attachments

Budget Transfer Document

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 16-17

PREPARED BY/PHONE RE 7878

REVENUE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB		
163	4210	372	9902	County Contributions In	5,500.00
163	4211	372	9902	County Contributions In	300.00
163	4215	372	9902	County Contributions In	39,200.00
TOTAL NET REVENUE INCREASE/(DECREASE)					45,000.00

EXPENDITURE APPROPRIATIONS					
Account Number				Account Name	Amount INC/(DEC)
FUND	DEPT	BASE	EL-OB		
101	6900	410	7101	Contingencies	(45,000.00)
101	0101	372	9908	Gen Fund Transfers Out	45,000.00
163	4210	427	2300	Professional Services	5,500.00
163	4211	427	1300	Food	300.00
163	4215	427	1300	Food	900.00
163	4215	427	2300	Professional Services	9,000.00
163	4215	427	2800	Special Department Expense	2,000.00
163	4215	427	2900	Travel	26,300.00
163	4215	427	4000	Support and Care of Persons	1,000.00
TOTAL NET EXPENDITURES INCREASE/(DECREASE)					45,000.00

Provide appropriations for Disaster fund expenditures related to emergencies in FY 16-17

BUDGET TRANSFER

(assigned by ACO)

✓

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

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

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

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE / /

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Authorization to award and execute agreement with WSP USA Inc. to provide design services for the February Storm Damage Repair project pending County Counsel approval

DATE: June 27, 2017

NUMBER: 281/2017

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, the agreement with WSP USA Inc. to provide professional services to design the February Storm Damage Repair projects pending County Counsel approval.

BACKGROUND:

Yuba County requested proposals to design the repairs of various county roads damaged during the declared disaster of the February winter storms. Four proposals were received. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to WSP USA Inc. The work will be performed on a time and materials basis with an amount not to exceed \$850,054.45.

DISCUSSION:

The work in general will consist of all civil, environmental, geotechnical and hydraulic design services to design the repairs of the February Storm Damage projects. The projects are expected to be completed by the end of the 2017 construction season.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is a time sensitive item.

FISCAL IMPACT:

The design work will be funded 75% by FEMA, 18.75% by the State with the remaining 6.25% from the Road Fund.

Attachments

The County of Yuba

County Counsel



TO: Board of Supervisors

FROM: County Counsel, Courtney Abril

SUBJECT: County Counsel: Authorize contingency fund transfer in the amount of \$16,467.00 to County Counsel budget

DATE: June 27, 2017

NUMBER: 284/2017

Recommendation

Board of Supervisors approve budget transfer in the amount of \$16,467.00 from General Fund contingency to the County Counsel budget.

Background/Discussion

The County Counsel's Office has experienced a reduction in revenue this fiscal year as a contract with another department did not materialize as intended. The Office also had an unanticipated leave payout, which has affected our budget. The \$16,467.00 that is being requested today should cover the additional costs for the remainder of the fiscal year.

Fiscal Impact

The approval of this budget transfer will reduce the General Fund Contingency account by \$16,467.00.

Committee Action

Due to time constraints, this item was not heard at Committee.

Attachments

284/2017 Authorize contingency fund transfer in the amount of \$16,467.00 to County Counsel budget

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

DEPARTMENT: County Counsel

PREPARED BY/PHONE E. Stedman x. 7567

RECEIVED
JUN 13 2017
COUNTY OF YUBA
AUDITOR - CONTROLLER

Due to the following, the County Counsel's Department is seeking a budget adjustment: 1) We had a reduction in revenue this fiscal year as a contract with another department did not materialize as intended; and 2) We had a large, unanticipated leave payout.

(assigned by ACO)

EXTERNAL
INTERNAL

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

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

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

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

SIGNATURE

DATE _____

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

The County of Yuba

Auditor/Controller



TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle

SUBJECT: Auditor-Controller: Adopt Resolution to establish the date for filing the statement of assets in possession of County officials in compliance with Government Code section 24051.

DATE: 6/27/2017

NUMBER: 280/2017

Recommendation

Adopt resolution establishing the date of August 31, 2017 for filing the statement of assets in possession of County Officials, as of June 30, 2017.

Background

Government Code section 24051 establishes the requirement for each County officer or person in charge to provide by July 10 an inventory, under oath, of all county property in their possession or charge at the close of business on the preceding June 30. The section also provides an option for the Board of Supervisors to establish another timeframe for the preparation and filing of the statement with the Auditor. In County Ordinance 2.95.030, the County set the deadline for submitting the statement as July 10. Additionally, County Ordinance 2.95.050 allows the Board to grant exceptions from or extensions for compliance with the previously mentioned provisions

Discussion

In order to comply with this ordinance the department heads rely on the Auditor-Controller's office to provide a listing of the fixed assets under their control. When that listing is provided the department heads take an inventory to ensure the listing is correct. They note any additions or deletions to the list, sign an accompanying statement attesting to the accuracy of the report, and return it to the Auditor's office.

The Government Code requires the statement to include all County Property in possession or control of the County official as of June 30 of any year. Our current procedures do not permit us to have the data compiled and prepared for use by department heads by July 1. This extension will allow the Auditor-Controller's office to prepare a listing with the most accurate information for validation by department heads.

Committee Action:

This action was not presented to a committee

Fiscal Impact:

There is no fiscal impact in conjunction with this resolution.

Attachments

IN RE:)
)
) RESOLUTION NO. _____
)
 RESOLUTION OF BOARD OF)
)
 SUPERVISORS EXTENDING TIME)
)
 FOR COMPLIANCE FOR)
)
 SUBMITTING REPORT OF)
)
 COUNTY PROPERTY IN)
)
 POSSESSION OR CHARGE OF)
)
 COUNTY OFFICIALS AS OF)
)
 JUNE 30, 2017)

////

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby extends the date for filing of the statement of property in possession or charge of County officials as of June 30, 2017, as specified by Government Code § 24051 and Yuba County Ordinance Code §2.95.030, to August 31, 2017.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on this _____ day of _____ 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Chairman

ATTEST:
DONNA STOTTLEMEYER,
CLERK OF THE BOARD OF
SUPERVISORS

APPROVED AS TO FORM:
COURTNEY C. ABRIL, INTERIM
YUBA COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Appointment of the County Counsel

DATE: June 27, 2017

NUMBER: 287/2017

RECOMMENDATIONS

It is recommended that the Board of Supervisors:

1. Appoint Courtney Abril as Yuba County's County Counsel, effective July 1, 2017 for a four year term, consistent with state law, and
2. Approve the attached Employment Agreement and authorize the Chair of the Board of Supervisors to sign contingent upon review by outside counsel.

BACKGROUND

In April 2017, the position of County Counsel became vacant. Effective May 1, 2017, the Board of Supervisors appointed Courtney Abril, Chief Deputy County Counsel, as Interim County Counsel for a period not to exceed ninety (90) days, with an evaluation / status update with Mrs. Abril scheduled at forty five (45) days. The Board of Supervisors also considered options regarding the appointment of a permanent County Counsel and potential next steps.

DISCUSSION

Subsequent to the evaluation of Mrs. Abril and discussing options for a County Counsel appointment, the Board of Supervisors unanimously agreed to appoint Mrs. Abril as its next County Counsel effective July 1, 2017.

Mrs. Abril has served as the Chief Deputy County Counsel for Yuba County for approximately the last year. Prior to that appointment she served for nearly ten years in the Public Defender's Office of

Nevada County. Mrs. Abril is a graduate of the University of Washington and graduated from Gonzaga Law School in 2005. She was also admitted to the California State Bar in 2005.

Over the last year, Mrs. Abril has developed a very good relationship with county departments and elected officials. Her hard work and effective management of the County Counsel's office is evident to all who work with her.

The appointment, if approved by the Board of Supervisors today, is for a four year term (effective July 1, 2017 thru June 30, 2021) per Government Code Section 27641.

FISCAL IMPACT

The FY 2017-2018 budget contains budgeted salary and benefits for the position of County Counsel. Mrs. Abril's salary is contained in the attached employment agreement.

ATTACHMENTS

287/2017 County Counsel Employment Agreement

EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA AND COURTNEY ABRIL

RECITALS

This Agreement is entered into by and between the County of Yuba (County) and Courtney Abril (Employee) and is dated this 1st day of July, 2017.

A. County desires to employ Employee as its County Counsel and Employee desires to serve as the County Counsel for the County beginning July 1, 2017 through June 30, 2021.

B. The County Board of Supervisors (Board), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as County Counsel.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as County Counsel of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be from the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and further agrees that she will not take any position, paid or otherwise, which may in any degree conflict or appear to conflict with the duties inherent in the position of County Counsel for the County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of her resignation.

(b) Employee can be removed from office pursuant to Government Code § 27641.

(c) A decision to remove Employee from office may be made by the County Board of Supervisors consistent with this Agreement and with applicable state and federal laws, rules and ordinances governing such dismissal.

(d) At any time, upon the mutual, written agreement of both the County and the Employee, the parties may agree to terminate this agreement and the employer/employee relationship. Should Employee's position be resigned pursuant to this section, Employee will be entitled to severance pay as set forth in section 5.

5. SEVERANCE PAY

(a) If County and Employee mutually agree in writing to terminate this agreement pursuant to section 4(d) County and Employee agree that she may be placed on paid Administrative Leave for one (1) year. In no event will Employee be placed on paid administrative leave for more than one year. If the balance of time left on Employee's term of office is less than one year, she shall be entitled to paid administrative leave for the balance of months left in her term. If within that one year period or other time frame within which Employee was placed on Administrative leave, Employee secures employment with another PERS employer, Employee agrees to tender her resignation with County of same date with her start date at her new employment, which resignation will discontinue payments under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is removed from office pursuant to Government Code § 27641, County shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with the date of appointment set forth above as July 1, 2017, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the County Counsel effective July 1, 2017 as \$11,924.00.

Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees and all other provisions of the Yuba County Classification System Basic Salary Schedule related to her employee status.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to Miscellaneous (Non-Safety) County management employees, commensurate with her appointment as County Counsel, and as they may be amended from time to time. All actions taken by the County relating to benefits for Miscellaneous (Non-Safety) County Management employees shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon

such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. PERFORMANCE EVALUATION

The Board of Supervisors shall evaluate Employee's performance at least annually or as needed. In addition, in connection with and at the time of such evaluation the Board of Supervisors and Employee will set goals and objectives for the ensuing year.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

11. NOTICES

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: County Administrator
915 Eighth Street
Marysville, CA 95901

TO EMPLOYEE: Courtney Abril
915 Eighth Street
Marysville, CA 95901

12. ENTIRE AGREEMENT

This Agreement is the final expression of and constitutes the complete Agreement between the parties with respect to the matters set forth herein and

supercedes all prior oral or written understandings except as may be set forth herein.
This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

13. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

14. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE

COUNTY OF YUBA


Courtney Abril, Employee

Randy Fletcher, Supervisor
Chairman of the Board of Supervisors

LEGAL REVIEW

by _____

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Russ Brown, Legislative Affairs Coordinator

SUBJECT: County Administrator: Approve resolution supporting creation of Plumas Lake ZIP Code and authorize chair to execute. (Five minute estimate)

DATE: June 27, 2017

NUMBER: 290/2017

Recommendation

Approve resolution supporting creation of Plumas Lake ZIP Code and authorize chair to execute

Background

Plumas Lake, one of Yuba County's newest communities – certainly the largest, is anticipated to grow significantly over the coming years. The unique identity and economic impact of this region of Yuba County makes it a good candidate to carry its own ZIP Code.

Discussion

In April, Supervisor Bradford submitted a petition to the U.S. Postal Service regional office in West Sacramento requesting that a unique ZIP Code be assigned to the Plumas Lake community. Currently, Plumas Lake shares a ZIP code with Arboga, Olivehurst, and West Linda. The petition was signed by 636 Plumas Lake residents and the request letter was also signed by State Senator Jim Nielsen, Assemblyman James Gallagher, and Yuba County Supervisor Doug Lofton. The petition sites community identity, localized statistical information, and potential economic impact as key reasons for the request. In order to minimize costs, the request suggests that the Olivehurst post office continue to serve the proposed ZIP code.

Committee Action:

This item is being presented to the full Board of Supervisors for consideration.

Fiscal Impact:

None

Attachments

290-2017Resolution_PL_ZIPCode
290-2017_PlumasLakeZIPCodeMap

**RESOLUTION PROCLAIMING)
SUPPORT FOR A UNIQUE)
ZIP CODE FOR THE PLUMAS)
LAKE COMMUNITY)**

NOW, THEREFORE, BE IT HEREBY RESOLVED the Yuba County Board of Supervisors does hereby support a unique ZIP Code for Plumas Lake and encourages the U.S. Postal Service to grant the request.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

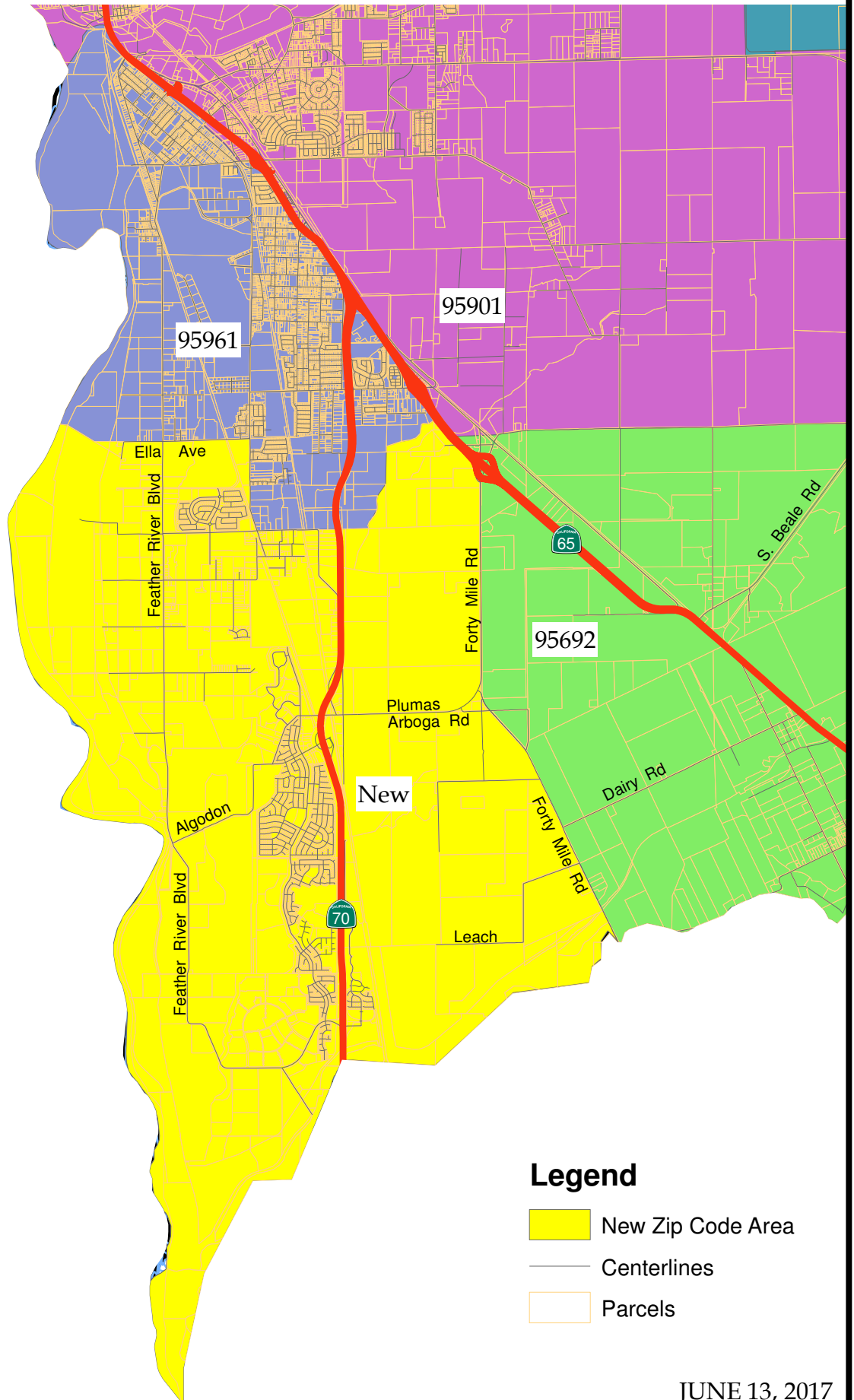
Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COURNEY C. ABRIL
INTERIM YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



NEW PLUMAS LAKE/ARBOGA ZIP CODE AREA



JUNE 13, 2017

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Russ Brown, Legislative Affairs Coordinator

SUBJECT: County Administrator: County Administrator: Approve support letter for Assembly Constitutional Amendment 16 for equal representation and authorize Chair to execute. (Five minute estimate)

DATE: June 27, 2017

NUMBER: 291/2017

Recommendation

County Administrator: County Administrator: Approve support letter for Assembly Constitutional Amendment 16 for equal representation and authorize Chair to execute.

Background

Prior to 1968, State Senate seats were drawn so an individual county could not hold more than one seat. This made sense, considering State Assembly districts were already structured according to population much like our House of Representatives. Since the time when this process was changed to its current form, however, the voice of many regions and their interests have fallen prey to the denser populated areas, leaving state policies to be dictated without consideration for regions outside of their concern.

Discussion

Assemblyman James Gallagher has authored a constitutional amendment that seeks to bring some balance back to the state's lopsided representation. Assembly Constitutional Amendment 16 would address these issues by implementing a new system of apportionment in the Legislature which would maintain populous representation within the Assembly, while dividing the Senate into regions with shared interests, cultures, industries, and values. Specifically, the legislation would create eight (8) regions, with five (5) Senators elected from each region. The five districts within each region would be determined by the Citizens Redistricting Commission in accordance with existing criteria, including population, geographic continuity and common interests.

Committee Action:

This matter is being brought directly to the full Board of Supervisors

Fiscal Impact:

None

Attachments

291-2017_ACA16_Support



County of Yuba Board of Supervisors

District One ~ Andy Vasquez
District Two ~ Mike Leahy
District Three ~ Doug Lofton
District Four ~ Gary Bradford
District Five ~ Randy Fletcher

June 27, 2017

The Honorable James Gallagher
P.O. Box 942849
Sacramento, CA 94249-0003

RE: SUPPORT FOR ACA 16 (GALLAGHER)

Dear Assemblyman Gallagher:

On behalf of the Yuba County Board of Supervisors, I am writing to establish our support for Assembly Constitutional Amendment 16 (ACA 16), which is intended to create a more balanced system of representation for all regions within California.

Our Board believes the current system of representation does not allow for many regions within California to have a voice on important state policy issues. ACA 16, the Representational Equality Act, would change the State Senate to ensure that each of California's diverse regions has voice in dictating policy. Prior to 1968, State Senate seats were drawn so an individual county could not hold more than one seat. This made sense, considering State Assembly districts were already structured according to population much like our House of Representatives. Since the time when this process was changed to its current form, however, the voice of many regions and their interests have fallen prey to the denser populated areas, leaving state policies to be dictated without consideration for regions outside of their concern.

Yuba County, like so many other rural counties, must deal with certain issues that are very different from those addressed in the state's more populous counties. Land use, economic development, transportation and a great many more components of county operations have requirements that are often very different from those addressed in Los Angeles or the Bay Area. It is fair to say that rural counties like our sometimes struggle to meet state mandates that can be easily accomplished in counties with large populations.

ACA 16 would address these issues by implementing a new system of apportionment in the Legislature that would maintain populous representation within the Assembly, while dividing the Senate into regions with shared interests, cultures, industries, and values. Specifically, the legislation would create eight (8) regions with five (5) Senators elected from each region. The five districts within each region would be determined by the Citizens Redistricting Commission in accordance with existing criteria, including population, geographic continuity and common interests.

ACA 16 would restore the lost voices of alienated regions by providing an important check that we have at the federal level in the Senate. Our founders purposely set up this republican form of government to protect minority voices and guard against the "tyranny of the majority."

For these reasons, the Yuba County Board of Supervisors support ACA 16. If you have any questions, please contact our Legislative Affairs Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman
Yuba County Board of Supervisors

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
Grace Mull, Deputy County Administrator

SUBJECT: Proposed Budget for Fiscal Year 2017-2018

DATE: June 27, 2017

NUMBER: 293/2017

Recommendation

It is recommended that the Board of Supervisors:

1. Receive a presentation from the County Administrator on the Proposed Budget for FY 2017-2018.
2. Accept the Proposed Budget for FY 2017-2018 and direct staff to make available copies for public review.
3. Adopt the Proposed Budget for FY 2017-2018 as the County's interim spending plan, including position allocation changes, pending formal adoption of the Final Budget.
4. Set dates for the FY 2017-2018 Budget Workshops of August 15th and August 16th.
5. Set public hearings to commence on September 12th for adoption of the Final Budget.

Background /Discussion

Budget Process

Departments were again asked to prioritize service ability to meet the Board's policy directive and maximize use of Non-General Fund revenues, where possible.

Initial requested budget submissions required nearly \$3.9 million dollars of additional General Fund revenue. A majority of those requests were made to meet the base level business cost increases, replace allocated positions lost during the last several years of cuts, add new positions due to increased workload or replace aging infrastructure. Through several departmental discussions and budget

revisions, this amount was reduced significantly to meet the projected General Fund revenues available for FY 2017-18.

Expenditure increases projected for FY 2017-18 are attributable to similar categories as seen in previous years, with the main categories being employee salaries and benefits.

Reduction in Workforce

For Fiscal Year 2017-2018, there are reductions to our workforce in a few particular areas and slight increases in others. The net allocated position total of 899 is slightly lower than FY 2016-17. Recommended decreases are primarily due to a reduction in federal and state program revenues. Recommended increases are attributable to additional or expanded state and/or federal programs and program mandates. The following is a summary for all departments. The detailed recommendation is provided in the attached budget document.

- Add 16 new positions
- Delete 7 filled positions
- Delete 4 vacant positions
- Fund 1 vacant position
- Title Change 1 filled position
- Abolish/Establish 5 vacant positions

It is important to note Yuba County has approximately 169 (or 19%) fewer positions than it had in Fiscal Year 2007-2008.

General Fund Revenues

Our fiscal health has improved since the recession, but we still face slow growth in our discretionary General Fund revenues. Included in this budget are estimated General Fund revenues, which the Board of Supervisors can allocate for any legitimate government purpose in serving the public. Those revenues, estimated at approximately \$28.5 million, are much less compared to the \$34 million pre-recession amount received in FY 2007-2008. Unfortunately, revenue growth is often countered by cost of business increases.

The Proposed FY 2017-2018 budget message and associated revenue schedules include more details regarding revenues.

Use of General Fund One-Time Revenues

We anticipate not using as much one-time revenues to balance the budget this year as in previous years. This may sound inspiring, however reductions in particular areas such as departmental budgets and General Fund Contingencies are proposed.

The recommended budget assumes a carryover General Fund balance of approximately \$1.2 million. The amount may increase, based on closing of the financials in July/August. Should there be an increase, it is recommended the funds be considered one-time and budgeted, according to policy, and included in the Final Budget.

General Fund Reserves

No General Fund reserves are being recommended to balance the budget. For Fiscal Year 2017-2018, reserve levels are recommended to be above the stated policy level of 5%. This recommendation is consistent with Board direction to achieve a stated goal of 10% reserve funding level by Fiscal Year 2019-2020. The Proposed Budget maintains the current reserve amount, which is currently set at \$2,100,000 or 7.42%.

FY 2016-2017	\$2,100,000	General Fund Reserves
FY 2017-2018	\$2,100,000	Recommended General Fund Reserves

General Fund Contingencies

General Fund Contingencies are recommended lower than what was budgeted in FY 2016-2017. However, this year's amount of \$561,084 still exceeds base policy level of 1.5% by \$115,720 or 1.89%.

FY 2016-2017	\$ 943,954	General Fund Contingencies
FY 2017-2018	\$ 561,084	Recommended General Fund Contingencies

Total County Budget

The total County Operating Budget for FY 2017-2018 is \$166,986,508, which is an increase of approximately \$7,000,000 compared to the FY 2016-2017 budget. Of this amount, approximately \$2.7 million is attributed to General Fund increases and the remainder are increases in Non-General Fund programs supported by Federal, State, Grant, Realignment, and Fee funding.

Summary

It is important for the Board of Supervisors to recognize and acknowledge that:

- The Proposed Budget is balanced with estimated revenues and the use of limited one-time funds, therefore is not structurally balanced.
- Certain items may result in adjustments to the Final Budget such as new legislation, impacts from the State Budget and employee health insurance rates.
- Restoration of Proposed Budget reductions or increases in appropriations will require equivalent reductions in funds from other County priorities.

Committee Action: (Omit if to Committee)

The Budget Committee has reviewed key elements of the Proposed Budget for FY 2017-2018. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

Fiscal Impact:

The Proposed Budget for FY 2017-2018 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. Budget hearings are scheduled in September.

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Public Hearing: Hold Public Hearing and adopt resolution authorizing Yuba County's participation in the Statewide Community Infrastructure Program. (Community Development and Services Agency) (Estimate ten minutes)

DATE: June 27, 2017

NUMBER: 263/2017

Recommendation

Receive information regarding participation in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by the California Statewide Communities Development Authority ("CSCDA"), followed by Board discussion, a public hearing to take public testimony on SCIP and bonds to be issued by CSCDA, and consideration of a resolution making certain findings and authorizing certain matters necessary to participate in SCIP.

Background / Discussion

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 383 cities and 56 counties throughout California, including Yuba County (the "County"). SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program has since been expanded to include financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the County will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees will be funded directly from the proceeds of the SCIP bonds. In the former case, the County is required to pay the fees over to SCIP, and in the latter

case, SCIP holds the bond proceeds representing the fees. In both cases the fees are subject to requisition by the County *at any time* to make authorized fee expenditures. But by holding and investing the money until it is spent, SCIP is able to monitor the investment earnings (which come to the County) for federal tax law arbitrage purposes. SCIP encourages the County to spend those amounts *before* any other fee revenues of the County. If the fees are paid by the property owner and bonds are never issued, the fees are returned to the County by SCIP. In this way, the County is never at risk for the receipt of the impact fees.

The benefits to the property owner include:

1. Only property owners who choose to participate in the program will have assessments imposed on their property.
2. Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
3. The property owner can choose to pay off the special assessments at any time.
4. For home buyers, paying for the costs of public infrastructure through a special assessment is superior to having those costs “rolled” into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the special assessment financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
5. Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.

The benefits to the County include:

1. As in conventional assessment financing, the County is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
2. CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating county can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
3. Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on property owners.
4. The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating county immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
5. In some cases, the special assessments on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing will be directed back to the participating county for use on public infrastructure, subject to applicable federal tax limitations.

The proposed resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our County's boundaries that are in conformance with the County's adopted Debt Management Policy, conduct assessment proceedings and levy assessments against the property of participating owners. In addition, the resolution approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the County and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. Finally, the resolution also authorizes miscellaneous related actions and makes certain findings and determinations required by law. Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be Adopted by CSCDA". This is for informational purposes and does not require action by this Board.

Committee Action:

Due to time constraints associated with a particular development project interested in participating in the SCIP, this item is being presented directly to the full Board for consideration.

Fiscal Impact:

All costs associated with the SCIP are the responsibility of the participating project.

Attachments

263/2017 Resloution SCIP

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

RESOLUTION OF THE BOARD OF SUPERVISORS)	RESOLUTION NO _____
AUTHORIZING THE COUNTY TO JOIN THE)	
STATEWIDE COMMUNITY INFRASTRUCTURE)	
PROGRAM; AUTHORIZING THE CALIFORNIA)	
STATEWIDE COMMUNITIES DEVELOPMENT)	
AUTHORITY TO ACCEPT APPLICATIONS FROM)	
PROPERTY OWNERS, CONDUCT SPECIAL)	
ASSESSMENT PROCEEDINGS AND LEVY)	
ASSESSMENTS WITHIN THE TERRITORY OF)	
THE COUNTY OF YUBA; APPROVING FORM OF)	
ACQUISITION AGREEMENT FOR USE WHEN)	
APPLICABLE; AND AUTHORIZING RELATED)	
ACTIONS)	

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

WHEREAS, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain development impact fees (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the County or another public agency (the “Improvements”); and

WHEREAS, the County desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments, and that such participation is in conformance with the County’s adopted Debt Management Policy; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the County elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the County;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the County's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. The County hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and
- (2) Such proceedings provide analysis to the County verifying conformance with the County's adopted Debt Management Policy; and
- (3) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of

such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.

Section 2. The County hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the County.

Section 3. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the County will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the County Administrator is authorized to execute and the Clerk of the Board of Supervisors is authorized to attest the execution of a completed Acquisition Agreement in substantially said form, subject to County Counsel review, and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the County are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the County and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the County Administrator from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the County are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the County, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the County with respect to SCIP, are hereby authorized and designated to declare the official intent of the County with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. 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.

* * *

PASSED AND ADOPTED this _____ day of _____, 2017, 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: Courtney C. Am
Approved As To Form:
County Counsel

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. _____ (COUNTY OF _____, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the County or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. _____ (County of _____, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. _____ (County of _____, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. _____ (County of _____, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____ within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

YUBA COUNTY

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are YUBA COUNTY, (the “Local Agency”), and [DEVELOPER], a [here indicate type of legal entity] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for financing of certain public capital improvements (the “Acquisition Improvements”) and capital facilities fees through the Statewide Community Infrastructure Program (“SCIP”) administered by the California Statewide Communities Development Authority (the “Authority”) and such application has been approved by the Local Agency.

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the “Available Amount”.

F. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. In consideration of Recitals A through H, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND
FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

“Actual Cost Certificate” shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of _____, 20__.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

“Authority” means the California Statewide Communities Development Authority.

“Available Amount” means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“Developer” means [Developer], a [here indicate type of legal entity].

“[Developer] Acquisition Account” means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Local Agency” means Yuba County.

“Local Agency Engineer” means the Director of Public Works of the Local Agency (the “Director”) or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the land development program of the Developer pertaining to the Developer’s property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

“SCIP” means the Statewide Community Infrastructure Program of the Authority.

“SCIP Requisition” means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

“SCIP Trust Agreement” means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

“SCIP Trustee” means Wilmington Trust, National Association, as trustee under the SCIP Trust Agreement.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in

accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, and thereafter (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of special assessments shall be current on property owned by the Developer or under option to the Developer that is subject to the special assessment liens of the Assessment District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to

indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

Yuba County
[Address to Come]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than

for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

YUBA COUNTY

By _____
[Chair of the Board of Supervisors]

ATTEST:
Clerk of the Board of Supervisors

By _____

[DEVELOPER],
a [here indicate type of legal entity]

By _____
(Signature)

(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

EXHIBIT B TO THE ACQUISITION AGREEMENT

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
777 S. Figueroa St., Suite 3200
Los Angeles, California 90017
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of YUBA COUNTY hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]
Name of Developer: [Developer]
Withdrawal Amount: [Insert Acquisition Price]
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]
Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of YUBA COUNTY, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

YUBA COUNTY

By : _____

Title: _____

EXHIBIT C TO THE RESOLUTION

YUBA COUNTY CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Kevin Mallen

Title: Director, Community Development and Services Agency

Mailing Address: 915 8th Street, Suite 123, Marysville, CA 95901

E-mail: kmallen@CO.YUBA.CA.US

Telephone: (530) 749-5430

Fax:

Secondary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Clerk of the Board of Supervisors of Yuba County, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Supervisors of Yuba County duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20__, of which meeting all of the members of said Board of Supervisors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

Clerk of the Board of Supervisors
Yuba County

By: _____

[Seal]

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Perkins

SUBJECT: Ordinance - Hold public hearing, repeal and reenact various sections of Title XI Development Code and amend zoning map and adopt Negative Declaration.
(Community Development and Services)

DATE: June 27, 2017

NUMBER: 276/2017

Recommendation

Adopt Ordinance repealing and reenacting various sections of Title XI Development Code, amend the zoning map and adopt the Negative Declaration.

Background

In June of 2011 the Yuba County Board of Supervisors (the Board) adopted the Yuba County 2030 General Plan and EIR. Zoning and land use ordinances are used to implement the goals and policies of the General Plan. On July 21, 2015 the Board adopted the Yuba County Development Code (DC) and Zoning Map. This was a wholesale update (last major update was 1983) to the zoning code and map to better reflect the goals of the County's General Plan.

At their May 17, 2017 meeting, the Planning Commission received input on the proposed amendments to the DC and voted 5-0 to recommend that the Board adopted the proposed amendments and associated Negative Declaration environmental document.

Discussion

The majority of the proposed clarification and minor amendments to the 2017 DC update center around addressing issues related to the Planning entitlement process for churches and caretakers,

updating fire safe standards, and fixing a zoning map error on certain properties having the “PD” Planned Development zoning designation.

Over the course of the last few years, staff has processed a number of small projects related to very minor church and/or religious institution expansions that typically involve a few hundred square foot addition to a meeting room or kitchen, or adding a portable classroom for programs. These small projects typically require an Admin Use Permit or a Minor Conditional Use Permit to process and none of these projects have received any complaints from neighbors or anyone else from the public in any stage of the project processing. Staff has reviewed the location for every church or religious institution in Yuba County and the Planning Commission is recommending to change the zoning designation of all church or religious institutions to a zoning designation that principally permits this type of land use by zoning right. This proposed change would eliminate the need for a planning entitlement for future minor expansions, but it would still require that any of these proposed expansions meet all applicable DC development standards.

Staff has received numerous requests from older property owners regarding the ability to bring temporary housing on their property for property caretakers to help care for their property and to provide added security for both the property owner and their property. Presently, temporary housing would only apply to a family member or a licensed caregiver taking care of a property owner; temporary housing for property caretakers is not allowed. Staff believes expanding the temporary housing definition to allow property caretakers on a temporary, renewable basis would be a benefit. In addition to temporary housing, the Planning Commission recommended that any zoning designation that allows a caretaker residence (such as Industrial and Commercial zoning designations) be allowed by zoning right, or be principally permitted, instead of requiring approval of an Admin Use Permit.

Over the past year, staff worked with the Yuba County Fire Chiefs Association to ensure consistency between the Fire Chiefs Association and Yuba County related fire protection standards. As a result of the meetings, the Planning Commission recommended minor amendments to Chapter 11.22 to ensure consistency with all County related fire protection standards.

When approved in July 2015, the DC created a new Planned Development (PD) zoning designation and all previously approved Planning Unit Development projects received this zoning designation on the County’s Zoning Map. Over the course of the past year, staff has realized that giving all previously approved Planned Unit Developments the PD zoning designation could create land use conflicts in the future. Typically, an approved Planned Unit Development project creates smaller lots with specific development standards such as specific locations for where structures can be built, specific setback distances where structures can be built in relationship to property lines, the number of required parking spaces and fencing locations. However, there are a number of approved Planned Unit Development projects (mainly approved between 2003-2007) and associated subdivision maps that did not create any of these development standards and furthermore never recorded the subdivision map associated with the Planned Unit Development. The PD zoning district in the DC references all development standards back to the approved Planned Unit Development project and does not provide any specific zoning designation development standards such as setback or parking requirements, zoning

density and land use requirements. The problem that some properties with an approved Planned Unit Development and zoned PD could face is that if the associated subdivision maps expire these properties will not have any development standards and essentially nothing can be done without further amendments to the DC.

Staff has reviewed all the PD zoned properties with an approved Planned Unit Development project and is proposing that all projects with recorded lots and approved project specific development standards remain in the PD zoning designation and that all properties with an approved Planned Unit Development and an unrecorded subdivision map with no development standards be rezoned to an appropriate existing zoning designation consistent with surrounding properties.

All other proposed changes to the 2017 DC update will provide minor clarification of specific code sections, update standards based on application of the DC over the past year, correct zoning map inconsistencies, and make zoning map changes based on owner's request so long as they were consistent with the General Plan.

Attached to the staff report is a clean version of the proposed changes to the DC (Attachment A) and a strikethrough version (Attachment C) summarizing all of the tracked changes associated with the proposed amendments, and below is a bulleted list of the proposed amendments:

Proposed DC Amendments:

1. Table 11.05.020– Allows Caretaker Residence as a principally permitted use in AI.
2. Table 11.05.030 – Clarified setback measurements.
3. Table 11.05.030 – Removed minimum setback distance between structures.
4. Table 11.05.030(A)(1) – Clarified reduced lot area for subdivisions in Agricultural Districts.
5. Table 11.06.020 – Allows Caretaker Residence as a principally permitted use in RC.
6. Table 11.06.020 – Allows Community Assembly as a principally permitted use in RC.
7. Table 11.06.030 – Clarified setback measurements.
8. Table 11.06.030 – Removed minimum setback distance between structures.
9. Table 11.07.030 – Removed minimum setback distances between structures.
10. Table 11.08.020 – Allows Caretaker Residence as a principally permitted use in GC.
11. Table 11.08.020 – Allows Vehicle Sales with a Minor CUP in DC.
12. Table 11.08.020 Reg. (3) – Clarifies this regulation only applies to New Development projects.
13. Table 11.09.020 – Allows Caretaker Residence as a principally permitted use in all Industrial Districts.
14. Table 11.10.020 – Allows Caretaker Residence as a principally permitted use in PF.
15. 11.19.060 – Clarified that section applies to new multi-family and non-residential development.
16. Chapter 11.22 – Updated Fire Safe Regulations to ensure consistency with Fire Chiefs Association.
17. 11.25.070 (B) – Removed parking lot orientation requirements.

18. 11.26.050(A) – Clarified noise measurement standards are from Yuba General Plan.
19. 11.32.300(E)(2)(c) – Allows property caretakers to occupy TUP.
20. 11.32.300(E)(3)(a) – Allows TUP extensions to be approved by CDSA Director.
21. 11.32.190 – Clarifies that Planning Commission is not the only hearing body approving MHP.
22. 11.40.040 – Clarifies Development Code references.
23. Table 11.74 – Land Use Matrix consistency changes.

Proposed Zoning Map Changes: In addition to minor amendments, modifications, and corrections to the DC text there are a number of changes proposed to the Official Zoning Map. These changes are a result of mapping errors, Planning Commission recommended changes based on application of the Map over the past year, and property owner requests. All proposed map changes the Planning Commission is recommending are consistent with 2030 General Plan polices and guidelines. See Attachment B for a list of all parcels with proposed changes to their zoning designation.

Environmental Review: The Development Code and Zoning Map Update implement several action items of the 2030 General Plan. An Environmental Impact Report (EIR) was prepared and certified for the 2030 General Plan on June 7, 2011 and a subsequent Negative Declaration was prepared for the DC Update that tiered off of the 2030 General Plan EIR pursuant to Section 15152 of the California Environmental Quality Act (CEQA) Guidelines. The DC amendments and zoning map changes do not propose or authorize any development. See Attachment D for a copy of the Negative Declaration.

Fiscal Impact:

None.

Attachments

Clean Version of Ordinance Changes
Proposed Zoning Changes List
Strikethrough Version of Ordinance Changes
Negative Declaration

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 11.05.020, 11.05.030, 11.06.020, 11.06.030, 11.07.030, 11.08.020, 11.09.020, 11.10.020, 11.19.060, 11.22.050, 11.22.80, 11.25.070 11.26.050, 11.32.190, 11.32.300, 11.40.040, 11.74 OF TITLE XI, DEVELOPMENT CODE AND AMEND ZONING MAP

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 _____, 2017, by the following vote:

AYES:

NOES:

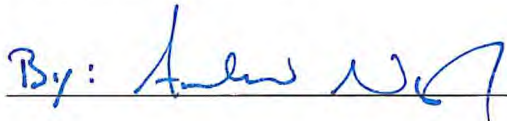
ABSENT:

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

By:  _____

**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 Sections 11.05.020, 11.05.030, 11.06.020, 11.06.030, 11.07.030, 11.08.020, 11.09.020, 11.10.020, 11.19.060, 11.22.050, 11.22.080 11.25.070, 11.26.050, 11.32.190, 11.32.300, 11.40.040, 11.74 of Title XI, Development Code, of the Yuba County Ordinance Code are repealed and re-enacted in their entirety as written in **Attachment “A”** and amend, as listed in **Attachment “B”**, the Zoning Map 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.

Legal Publication Date:
Account No.:

TABLE 11.05.020: LAND USE REGULATIONS—AGRICULTURAL DISTRICTS				
<i>Use Classification</i>	<i>AE</i>	<i>AR</i>	<i>AI</i>	<i>Additional Regulations</i>
Family Day Care	See subclassifications below			
<i>Large</i>	-	A	-	See Section 11.32.110
<i>Small</i>	P	P	P(1)	
Caretaker Residence	-	-	P	See Section 11.32.070
Employee Housing	A	A	A	See Section 11.32.100
Residential Boarding Facilities	M	M	-	
Residential Care & Social Service Facilities	See subclassifications below			
<i>General (more than 10 persons)</i>	-	C	-	See Section 11.32.230
<i>General (7-10 persons)</i>	-	M	-	
<i>Limited (6 or fewer persons)</i>	P	P	P(1)	
Home Occupation	P	P	P	See Section 11.32.130
Public & Semi-Public Use Classifications				
Cemetery	C	C	-	
Colleges/Trade Schools	-	C	C(2)	
Community Assembly	-	C	-	
Community Garden/Urban Agriculture	P	P	M(5)	
Cultural Institutions	-	C	-	
<i>Outdoor & Large Scale Cultural Institutions</i>	-	C	-	
Day Care Centers	-	C	-	
Detention Facility	C	C	C	
Elderly/Long-Term Care	-	C	-	
Essential/Emergency Service Facilities	M	M	M	
Government Offices	M	M	M	
Park & Recreation Facilities; Public	See subclassifications below			
<i>Passive Recreation</i>	P	P	P	
<i>Active Recreation</i>	M	M	M	
Schools	-	C	-	
Commercial Use Classifications				
Adult-Oriented Business	-	-	-	
Animal Care: Sales and Services	See subclassifications below			
<i>Pet Sales & Associated Services</i>	M	M	-	
<i>Kennels</i>	A	A	-	See Section 11.32.040
<i>Veterinary Services</i>	-	C	-	
Entertainment & Recreation	See subclassifications below			
<i>Campground</i>	C	C	-	See Section 11.32.060
<i>Hunting/Fishing Club</i>	A	M	-	
<i>Incidental Hunting and Fishing</i>	P	P	P	
<i>Outdoor Entertainment</i>	M(3)	C(3)	-	
<i>Outdoor Sports & Recreation</i>	M(3)	C(3)	-	
<i>Temporary Uses & Special Events</i>	See Section 11.32.300			

TABLE 11.05.030: DEVELOPMENT REGULATIONS—AGRICULTURAL DISTRICTS									
Standard	AE			AR			AI	Additional Regulations	#
		40	80	5	10	20			
Maximum Density	1 unit/ parcel (agricultural labor housing does not count towards density) (B)			No new primary residences allowed. (agricultural labor housing and caretaker units do not count towards density)					
Building Form and Location Standards									
Maximum Height (ft)	35 for residential structures, 50 otherwise						11.19.050 Height Exceptions	1	
Minimum Setbacks (ft)	Measured from PL or ROW whichever distance is greater from center line of road								
Front	30						11.19.090 Setbacks and Yards	2	
Side	Lots less than one acre: 25 or 10% of lot width, whichever is less, but not less than 5 Lots one acre or larger: 30							3	
Rear	30							4	
Parking & Loading							11.25 Parking & Loading		

Additional Development Regulations

- A. **Reduced Lot Area.** Reduced lot area is allowed in the Agricultural Districts as follows:
1. Lot area in the AE-40 and AE-80 districts may be reduced from the required minimum lot area to allow lot lines to correspond to natural or manmade features if the Review Authority, based on information from the Agricultural Commissioner finds that the proposed parcel sizes are of adequate size and design to ensure the long term protection of agricultural resources.
 2. To allow separation of Commercial or Industrial uses (i.e. creation of an agricultural industrial park) and agricultural homesteads (subject to development deed restrictions), parcel sizes of less than five acres may be created providing the resulting parcels comply with all other applicable provisions of the Yuba County Ordinance Code.
 3. As allowed by Chapter 11.21, Clustered Development.
- B. **Density.** Approved second dwelling units do not count towards the maximum density restrictions.

TABLE 11.06.020: LAND USE REGULATIONS—RURAL COMMUNITY DISTRICTS				
<i>Use Classification</i>	<i>RE Outside VGB</i>	<i>RR</i>	<i>RC</i>	<i>Additional Regulations</i>
Residential Use Classifications				
Residential Housing Types	See subclassifications below			
<i>Second Dwelling Unit</i>	Z	Z	Z	See Section 11.32.240
<i>Single-Unit Dwelling Detached</i>	P	P	Z	
Family Day Care	See subclassifications below			
<i>Large</i>	A	A	A	See Section 11.32.110
<i>Small</i>	P	P	P(4)	
Caretaker Residence	-	-	P	See Section 11.32.070
Employee Housing	-	A	A	See Section 11.32.100
Mobile Home Park	-	C	C	See Section 11.32.190
Residential Boarding Facilities	M	M	M	
Residential Care & Social Service Facilities	See subclassifications below			
<i>General (more than 10 persons)</i>	-	C	C	See Section 11.32.230
<i>General (7-10 persons)</i>	M	M	M	
<i>Limited (6 or fewer persons)</i>	P	P	P	
Home Occupation	P	P	P	See Section 11.32.130
Public & Semi-Public Use Classifications				
Cemetery	-	C	C	
Colleges/Trade Schools	-	C	C	
Community Assembly	C	C	P	
Cultural Institutions	C	C	P	
<i>Outdoor & Large Scale Cultural Institutions</i>	C	C	C	
Day Care Centers	C	C	P	
Elderly/Long-Term Care	-	C	M	
Emergency Shelter	-	-	M	
Essential/Emergency Service Facilities	C	M	A	
Government Offices	-	M	P	
Hospitals/Clinics	See subclassifications below			
<i>Clinic</i>	-	-	P	
<i>Hospital</i>	-	-	C	
Park & Recreation Facilities; Public	See subclassifications below			
<i>Passive Recreation</i>	P	P	P	
<i>Active Recreation</i>	M	M	M	
Parking: Public or Private	-	-	P	
Schools	C	C	C	
Commercial Use Classifications				
Animal Care: Sales and Services	See subclassifications below			
<i>Grooming</i>	-	-	P	

TABLE 11.06.030: DEVELOPMENT REGULATIONS—RURAL COMMUNITY DISTRICTS							
Standard	RE		RR		RC	Additional Regulations	#
	Outside VGB		5	10			
Minimum Setbacks (ft.) Measured from PL or ROW whichever distance is greater from the center line of road							
Front or Street Side	30			15 (E)		11.19.090	③
Interior Side	Lots less than 1 acre: 10 (E) Lots 1 acre or larger: 20 (E)			5 (E)		Setbacks and Yards	④
Rear Primary Structure	25 (E)	30 (E)		20 (E)			⑤
Rear Accessory Structure	20 (E)	25 (E)		20 (E)			
Maximum Lot Coverage	Less than 1 acre: 40% Greater than 1 acre: 25%	15%		N/A			
Parking & Loading						11.25 Parking & Loading	

Additional Regulations

- A. **No Further Subdivision.** Parcels in the RE District within the Natural Resource land use designation of the General Plan cannot be further subdivided. Parcels in the RE district located within Rural Community Boundaries may be further subdivided consistent with the County's sewage disposal and water supply requirements. No parcels less than 1 acre in size shall be created and average parcel size shall be consistent with other RE parcels within the Rural Community.
- B. **Sewage Disposal and Water Supply.** Parcels between one acre and 2.5 acres in size shall provide either a public sewer service or water supply as determined by the Environmental Health Director. Setback requirements equivalent to those that would be required on a five acre parcel shall apply to any parcel between one acre and 2.5 acres in size that has either a well or septic system. Parcels smaller than one acre in size shall provide both a public sewer service and public water supply.
- C. **Lot Width.** The lot width at the primary street frontage for cul-de-sac and knuckles may be reduced to no less than 35 feet provided the minimum lot width for the zone district is met at the front yard setback line. Flag lots shall also meet the minimum lot width at the front yard setback line.
- D. **Density.** Additional regulations pertaining to the maximum density allowed by zone district are as follows:
 1. **Second Dwelling Units.** Where second dwelling units are permitted they do not count towards the maximum density restrictions of the zone district.
 2. **Rural Commercial.** A residential unit may be allowed on the second story of a commercial building or on the back portion of the lot. The residential unit shall be ancillary to the primary rural commercial use of the parcel.
- E. **Increased Setbacks in High Fire Severity Zone.** Parcels located within a high fire severity zone shall have a minimum setback of 30 feet from all property lines. Upon written clearance from Cal Fire the setback may be reduced.

TABLE 11.07.030: DEVELOPMENT REGULATIONS—RESIDENTIAL DISTRICTS						
<i>Standard</i>	<i>RE Within VGB</i>	<i>RS</i>	<i>RM</i>	<i>RH</i>	<i>Additional Regulations</i>	<i>#</i>
<i>Accessory Structure</i>	20	15	15	15	Exceptions 11.19.030, Accessory Structures	③
Minimum Setbacks (ft, measured from property line unless otherwise indicated)						
<i>Front or Street Side</i>	Detached sidewalk: 10 ft from edge of sidewalk Attached sidewalk: 15 ft from edge of sidewalk No sidewalk: 15 ft from edge of ultimate right of way and 10 feet from edge of drainage ditch if present			11.19.090 Setbacks and Yards		④
<i>Interior Side</i>	10	5 (D)	5 (D)	5 (D)		⑤
<i>Rear, Primary Structure</i>	25	20	15	15		⑥
<i>Rear, Accessory Structure</i>	10	5	5	5	11.19.030, Accessory Structures	⑦
<i>Garage</i>	A minimum 20 ft driveway apron shall be provided for front loaded garages			11.07.040(A), Residential Single Family Development		⑧
<i>Parking, from street facing property line</i>	n/a	n/a	40	40	11.07.040(B), Residential Multi-Family Development	⑨
<i>Parking & Loading</i>					11.25 Parking & Loading	

Additional Regulations

- A. **Lot Width.** The lot width at the primary street frontage for cul-de-sac, knuckles, and irregular shaped lots may be reduced to no less than 35 feet provided the minimum lot width for the zone district is met at the front yard setback line. Flag lots shall also meet the minimum lot width at the front yard setback line.
- B. **Second Dwelling Units.** Where second dwelling units are permitted they do not count towards the maximum density restrictions of the zone district.
- C. **Transitional Standards.** When an RH District is adjacent to an RS District, the following standards apply:
1. The maximum height is 30 feet within 40 feet of an RS District; and
 2. The maximum height is 40 feet within 50 feet of an RS District.

11.08.020 Land Use Regulations

Table 11.08.020 prescribes the land use regulations for Commercial & Mixed-Use Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
<i>Land Use Classification</i>	<i>GC</i>	<i>CMX</i>	<i>NMX</i>	<i>DC</i>	<i>EC</i>	<i>Additional Regulations</i>
Residential Use Classifications						
Residential Housing Types	See subclassifications below					
<i>Duplex/Two-Unit</i>	-	-	P	-	-	
<i>Multi-Unit</i>	-	M	M	P	M(1)	
<i>Single-Unit Dwelling, Attached</i>	-	-	P	-	-	
Family Day Care	See subclassifications below					
<i>Large</i>	-	A(1)	A(1)	A(1)	-	See Section 11.32.110
<i>Small</i>	-	P(1)	P(1)	P(1)	-	
Caretaker Residence	P	-	-	-	-	See Section 11.32.070
Residential Boarding Facilities	-	-	A(1)	A(1)	-	
Residential Care & Social Service Facilities	See subclassifications below					
<i>General (more than 10 persons)</i>	-	-	M	M	-	See Section 11.32.230
<i>General (7-10 persons)</i>	-	-	A	A	-	
<i>Limited (6 or fewer persons)</i>	-	P(1)	P(1)	P(1)	-	
Single Room Occupancy	-	A	A	A	A	See Section 11.32.250
Home Occupation	P(1)	P(1)	P(1)	P(1)	-	See Section 11.32.130
Public & Semi-Public Use Classifications						
Colleges/Trade Schools	M	M	C(4)	-	M	
Community Assembly	P	P	P(3)	A	M	
Community Garden/Urban Agriculture	A(4)	A(4)	A(4)	A(4)	A(4)	
Cultural Institutions	M	P	P(3)	P	P	
<i>Outdoor & Large Scale Cultural Institutions</i>	A	M	C(4)	-	M	
Day Care Centers	M	P	P	P	P	
Elderly/Long-Term Care	-	P	M(4)	-	M	
Emergency Shelter	Z	M	C(5)	-	-	See Section 11.32.090
Essential/Emergency Service Facilities	P	A	M	M	P	
Government Offices	P	P	P	P	P	

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
Land Use Classification	GC	CMX	NMX	DC	EC	Additional Regulations
Professional Services	See subclassifications below					
Business & Professional	P	P	P	P	P	
Medical & Dental	P	P	P	P	P	
Personal Services	See subclassifications below					
General	P	P	P	P	P	
Instructional Services	P	P	P(3)	P	P	
Tattoo or Body Modification Parlor	P	P	P(4)	P	P	
Restaurants	See subclassifications below					
With Drive-Thru	P	P	P(4)	-	P	See Section 11.32.080 & 11.32.160
Without Drive-Thru	P	P	P(4)	P	P	
Retail Sales	See subclassifications below					
Building Materials & Services	P	P	P(4)	-	-	See Section 11.32.170
Convenience Retail	P	P	P	P	P	
General Retail	P	P	P	P	P	
Large Format Retail	M	M	-	-	M	
Nurseries & Garden Centers	P	P	P(4)	-	-	
Vehicle Sales & Services	See subclassifications below					
Rentals, Sales & Leasing	P	M	C(4)	M	-	See Section 11.32.050
Repair: Major	A	-	-	-	-	
Service & Repair: Minor	P	M	C(4)	-	-	
Trucks & Heavy Equipment Sales, Service & Rental	C	-	-	-	-	
Service Station	P	P	P(4)	-	P	
Towing & Impound	M	C	-	-	-	
Washing	P	P	A(4)	-	A	
Industrial Use Classifications						
Construction & Material Yards	C	-	-	-	-	
Custom Manufacturing	P	M	C(4)	-	C	
Limited Industrial	P	-	-	-	C	
Recycling Facilities	See subclassifications below					
Recycling Collection Facility	Z	A	A	-	Z	See Section 11.32.220
Recycling Processing Facility	M	-	-	-	-	
Research & Development	M	-	-	-	P	

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
Land Use Classification	GC	CMX	NMX	DC	EC	Additional Regulations
Warehousing, Storage & Distribution	See subclassifications below					
Auction Facilities	C	-	-	-	-	
Indoor Warehousing, Wholesaling & Distribution	C	-	-	-	-	
Outdoor Storage	M	-	-	-	-	See Section 11.19.070
Personal Storage	P	C	C	-	-	See Section 11.32.180
Transportation, Communications & Utilities Use Classifications						
Communications Facilities	See Section 11.32.290					
Light Fleet-Based Services	P	M	-	-	-	
Transportation Passenger Terminals	P	M	-	-	-	
Major Utilities	C	C	-	-	-	
Minor Utilities	M	M	C	-	M	
Renewable Energy Systems	See subclassifications below					
Personal Solar Energy System	P	P	P	P	P	See Section 11.32.260
Large Solar Generation Facility	C	-	-	-	C	
Small Solar Generation Facility	M	M	M	M	M	
Agricultural & Extractive Use Classifications						
Resource Protection & Restoration	P(5)	P(5)	P(5)	P(5)	P(5)	
Specific Limitations: 1. When located within an existing legally permitted residence. 2. Permitted when conducted entirely within a building. Outdoor kennels and dog runs requires approval of a Minor Conditional Use Permit. 3. For new development projects on NMX properties located outside of a mixed-use corridor as identified in the General Plan or that do not front on an urban arterial or collector road requires approval of a Minor Conditional Use Permit. 4. Only allowed within mixed-use corridors identified in the General Plan or properties that front on an urban arterial or collector road. 5. Copies of any easements or land development restrictions shall be submitted to the Planning Department. 6. Community Gardens/Urban Agriculture: as an interim land use on vacant property.						
Key To Permit Requirements						
Principally Permitted Use	P	Conditional Use Permit Required				C
Zoning Clearance Required	Z	Surface Mining Permit Required				SMP
Administrative Use Permit Required	A	See Numbered Footnote For Additional Limitations				(#)
Minor Conditional Use Permit Required	M	As Outlined In Additional Regulations Section				*
		Use Is Not Allowed				-

11.08.030 Development Regulations

Table 11.08.030, Development Regulations—Commercial and Mixed-Use Districts, prescribes the development standards for Commercial and Mixed-Use Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Code. The numbers in the “#” column refer to the numbers in Figure 11.08.030: Development Regulations—Commercial and Mixed-Use Districts.

4. Provide opportunities for industrial projects in a campus like environment where limited amounts of retail, services, restaurants and public/ quasi-public uses are permitted to serve on-site employees.

11.09.020 Land Use Regulations

Table 11.09.020 prescribes the land use regulations for Industrial Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.09.020: LAND USE REGULATIONS—INDUSTRIAL DISTRICTS				
<i>Land Use Classification</i>	<i>IC¹</i>	<i>IG</i>	<i>IL</i>	<i>Additional Regulations</i>
Residential Use Classifications				
Residential Housing Types	See subclassifications below			
<i>Multi-Unit</i>	M(2)	-	-	
Caretaker Residence	P	P	P	See Section 11.32.070
Single Room Occupancy	M(2)	-	-	See Section 11.32.250
Public & Semi-Public Use Classifications				
Cemetery	-	-	C	
Colleges/Trade Schools	C	-	M	
Community Assembly	-	-	M	
Community Garden/Urban Agriculture	-	A(7)	A(7)	
Cultural Institutions	-	-	M	
<i>Outdoor & Large Scale Cultural Institutions</i>	-	-	C	
Day Care Centers	M(2)	-	M	
Detention Facility	-	C	C	
Emergency Shelter	-	-	C	See Section 11.32.090
Essential/Emergency Service Facilities	M	P	P	
Government Offices	-	-	A	
Park & Recreation Facilities; Public	See subclassifications below			
<i>Passive Recreation</i>	P	P	P	
Parking: Public or Private	A	P	P	
Commercial Use Classifications				
Adult-Oriented Business	-	M	M	
Animal Care: Sales and Services	See subclassifications below			
<i>Grooming</i>	-	-	A	
<i>Kennels</i>	-	A	A	See Section 11.32.040
<i>Veterinary Services</i>	-	-	P	
Bars & Drinking Establishments	Z(2)	-	-	
Business Services	Z(2)	-	P	
Drive-In & Drive Thru Facilities (retail establishment)	Z(2)	-	-	See Section 11.32.080
Entertainment & Recreation	See subclassifications below			
<i>Indoor Entertainment & Recreation</i>	M	-	M	
<i>Outdoor Entertainment</i>	M	-	-	

11.10.020 Land Use Regulations

Table 11.10.020 prescribes the land use regulations for Special Purpose Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.10.020: LAND USE REGULATIONS—SPECIAL PURPOSE DISTRICT			
<i>Land Use Classification</i>	<i>PF</i>	<i>SE¹</i>	<i>Additional Regulations</i>
Residential Use Classifications			
Caretaker Residence	P	-	See Section 11.32.070
Public & Semi-Public Use Classifications			
Cemetery	C	-	
Colleges/Trade Schools	M	-	
Community Assembly	M	-	
Community Garden/Urban Agriculture	M(4)	-	
Cultural Institutions	P	-	
<i>Outdoor & Large Scale Cultural Institutions</i>	M	-	
Day Care Centers	M	-	
Detention Facility	C	-	
Elderly/Long-Term Care	M	-	
Emergency Shelter	Z	-	See Section 11.32.090
Essential/Emergency Service Facilities	M	-	
Government Offices	P	-	
Hospitals/Clinics	See subclassifications below		
<i>Clinic</i>	P	-	
<i>Hospital</i>	C	-	
Park & Recreation Facilities; Public	See subclassifications below		
<i>Passive Recreation</i>	P	-	
<i>Active Recreation</i>	M	-	
Parking: Public or Private	Z	-	
Schools	M	-	
Commercial Use Classifications			
Animal Care: Sales and Services	See subclassifications below		
<i>Veterinary Services</i>	M	-	
Bars & Drinking Establishments	-	Z(2)	
Entertainment & Recreation	See subclassifications below		
<i>Campground</i>	-	Z(2)	See Section 11.32.060
<i>Indoor Entertainment & Recreation</i>	-	Z	
<i>Outdoor Entertainment</i>	-	Z	
<i>Outdoor Sports & Recreation</i>	-	Z	
<i>Temporary Uses & Special Events</i>	See Section 11.32.300		
Food & Beverage Sales	See subclassifications below		
<i>Farmers Market</i>	Z	-	See Section 11.32.120

- C. **Wind Energy Systems.** Structures associated with wind energy systems are subject to the height limitations of Section 11.32.270, Wind Energy Systems.
- D. **Communications Facilities.** Structures associated with communication facilities are subject to the height limitations of Section 11.32.290, Wireless Communications Facilities.
- E. **Airport Height Restrictions.** Notwithstanding the provisions of this section, all structures must comply with any height restrictions of the Airport Overlay District or any standard of the Federal Aviation Administration.

11.19.060 Lighting and Illumination

- A. **Applicability.** The standards of this section apply to all new multi-family residential buildings and non-residential development and additions that expand existing floor area by 10 percent or more.
- B. **General Standards.**
 - 1. **Multi-Unit Residential Buildings.** Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles or equivalent measurement at the ground level during the hours of darkness. Lighting devices shall be protected by weather- and vandal-resistant covers.
 - 2. **Nonresidential Buildings.** All exterior doors, during the hours of darkness, shall be illuminated with a minimum of 0.5 foot-candle of light (or equivalent measurement).
 - 3. **Parking Lots.** Parking areas shall contain lighting according to the requirements of Section 11.25.100, Design Standards for Parking Lots.
 - 4. **Maximum Height.** Lighting fixtures shall not exceed the maximum heights specified in Table 11.19.060, Maximum Height of Lighting Fixtures.

TABLE 11.19.060: MAXIMUM HEIGHT OF LIGHTING FIXTURES	
District	Maximum Height (ft)
Agricultural Districts (AE & AR)	20 feet within 100 feet of any street frontage; 50 feet in any other location.
Residential Districts	16
Commercial and Mixed-Use Districts	16 feet within 100 feet of any street frontage; 20 feet in any other location.
Public Facility, Resource Preserve/Recreation	20 feet within 100 feet of any street frontage; 25 feet in any other location.
Industrial/Employment Districts (includes EX & AI)	25 feet within 100 feet of any street frontage; 50 feet in any other location.
Sports/Entertainment	50 or as allowed through Design Review or Conditional Use Permit approval

- C. **Control of Outdoor Artificial Light.** This subsection is intended to minimize outdoor artificial light that may have a detrimental effect and reduce the unnecessary illumination of adjacent properties.
 - 1. **Exemptions.** The following types of lighting fixtures are exempt from the requirements of this section:

roadway. This section shall not restrict the size of letters or numbers appearing on street signs for other purposes.

1. Size of letters, numbers, and symbols for street and address signs shall be a minimum 4 inch letter height, ½ inch stroke, reflective, contrasting with the background color of the sign.
2. Street and road signs shall be visible and legible from both directions of vehicle travel for a distance of at least 100 feet.
3. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.
4. Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.
5. Where multiple addresses are required at a single driveway, they shall be mounted on a single post.

11.22.050 Emergency Access

All roads and private driveways, unless exempt under Section 11.22.020, Applicability, of this chapter, shall be constructed to provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently.

- A. All newly constructed approved roads, driveways and buildings shall be addressed by name(s) and number(s) displayed with signs that are clearly visible and legible from the roadway in accordance with Chapter 9.70, Uniform System for the Naming of Streets and Numbering of Properties, of the County Code and with the State of California Traffic Manual. All signs shall be installed prior to map recordation where a tentative map application has been approved and prior to the issuance of the Final Certification of Occupancy where an application for building permits has been proposed.
- B. All new roads shall be constructed in accordance with Subsection 11.46.030, Road Improvements. All roads and driveways shall be designed to provide the minimum vertical clearance and to carry the maximum legal gross vehicle limit allowed by the Vehicle Code.
- C. All driveways shall provide a minimum 12 foot wide traffic lane and unobstructed vertical and horizontal clearance to combustible vegetation of 15 feet along its entire length.
 1. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.
 2. A turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
 3. Max driveway slope not to exceed 16% for gravel base driveways and 20% for paved driveways. Driveways exceeding 20% slope require fire district approval.
- D. When a gate is proposed on a private road or driveway to restrict access to property, said gate shall be constructed as follows:
 1. Gate entrances shall be at least two feet wider than the width of the traffic lane(s) serving the gate, minimum 14 feet wide.

2. All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road.
 3. A key box is required where access to or within a structure or an area is restricted because of secured openings such as a locked gated entrance.
- E. All new roadway structures shall meet the following standards:
1. Bridges shall be constructed to carry at least the maximum load and provide the minimum vertical clearance as required by Vehicle Code §§35550, 35750 and 35250.
 2. Appropriate signing, including, but not limited to weight or vertical clearance limitations, and one-way road or single-lane conditions shall be posted to reflect the capacity of each bridge.
 3. A bridge with only one traffic lane may be authorized by the County; however, such bridge shall provide for unobstructed visibility from one end of the bridge to the other and turnouts at both ends of such bridge.

11.22.060 Emergency Water Supply Standards

An emergency water system for wildfire protection shall be constructed in State Responsibility Areas and written clearance from Calfire on acceptance of the system design shall be submitted to CDSA prior to the recordation of a Parcel Map or Final Map. Prior to recordation, then applicant shall also demonstrate to the satisfaction of the Public Works Department how the water system will be maintained in perpetuity.

11.22.070 Fire Hydrant/Fire Valve

Fire hydrants shall be installed to meet the following standards:

- B. Eighteen inches above grade.
- C. Minimum eight feet from flammable vegetation.
- D. Minimum four feet and a maximum 12 feet from roadway.
- E. Minimum 50 feet and a maximum one-half mile from the building it serves.
- F. 2 ½ inch N.H. male fitting for pressure and gravity systems and 4 ½ inch for draft systems
- G. Identified with a three-inch reflectorized blue dot on the driveway, address sign, or placed within three feet of a hydrant with a sign three to five feet above the ground.
- H. Located at a turnout or turnaround, along the driveway to the building it serves or along the road that intersects with that driveway.

11.22.080 Fuel Modification Standards

The following defensible space standards shall be completed in SRA's prior to parcel or final map recordation, or the issuance of a Certificate of Building Occupancy.

- A. **Setback for Defensible Space.** Firebreaks shall be established and maintained in accordance with Chapters 10.15, Firebreaks, of the County Code and Section 11.54.100, Mitigation Monitoring and Reporting Program and the following:
 1. All new buildings shall be constructed with a minimum 30-foot setback from all property lines and/or the road right of way to serve as a fire break. Required utility structures such as

but not limited to water tanks, propane tanks, and well/pump houses are not considered buildings for the purposes of this section.

2. The side and rear yard building setback requirement may be reduced to the setback permitted by the zoning district upon written clearance from the fire district.
- I. **Disposal of Flammable Vegetation and Fuels.** Disposal, including chipping, burying, burning or removal to a landfill site approved by the local jurisdiction, of flammable vegetation and fuels caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to completion of road construction or final inspection of a building permit.
- J. **Greenbelts.** When proposed as part of a development plan, greenbelts shall be located strategically as a separation between wildland fuels and structures.

11.22.090 Waiver of Fire Safety Regulations

Upon request by the applicant, a waiver of one or more of the requirements of this chapter may be allowed by the Development Review Committee, where such waiver provides the same overall practical effect provided by this chapter. A letter requesting such waiver shall be submitted to the Development Review Committee along with any fee established for waivers. A copy of the waiver request shall be submitted to the CDSA Director and to Cal Fire for review and comment. Cal Fire shall sign off prior to Development Review Committee approval. The review and comment period shall be no less than 14 days. Approval or conditional approval of the waiver request shall only be granted when the Development Review Committee makes the finding that such action is in keeping with the purposes and intent of this chapter. Such findings shall include a statement of reasons for the decision. A written copy of these findings shall be provided to the Cal Fire Ranger Unit headquarters that administers SRA fire protection in Yuba County.

11.22.100 Appeals

The decision of the Development Review Committee shall be final unless an appeal is filed in accordance with Section 11.53.150, Appeals and Calls for Review.

2. Mass transit equipment, including stock and attendant facilities serving the area in which the buildings for which the payments are made are located;
3. Transit or paratransit passes, coupons, and tickets to be made available at a discount to employees and customers and to promote and support incentives for employee ride-sharing and transit use; or
4. Transportation system management projects.

11.25.070 Location of Required Parking

- A. **Residential Uses.** Required parking for residential uses shall be located on the same lot as the dwelling served, or in an off-site parking facility as provided in Subsection (C).
- B. **Nonresidential Uses.** Required parking spaces serving non-residential uses shall be located on the same lot as the use they serve, or in an off-site parking facility as provided in Subsection (C).
- C. **Off-Site Parking Facilities.** A parking facility serving one or more uses may be located on a site other than the site of one or more such use(s) if a Minor Use Permit is approved and the standards of this subsection are met.
 1. **Location.** Any off-site parking facility must be located within 400 feet—or in the case of a residential use, within 100 feet—along an accessible walkway, of the principal entrance containing the use(s) for which the parking is required.
 2. **Parking Agreement.** A written parking agreement shall be submitted with the application for an off-site parking facility. The agreement shall be subject to review and approval by the County Counsel and shall subsequently be recorded in the County Recorder's Office. The parking agreement shall include the following.
 - a. A guarantee among the landowner for access to and use of the parking facility; and
 - b. A guarantee that the spaces to be provided will be maintained and reserved for the uses served for as long as such uses are in operation.

11.25.080 Bicycle Parking

Within the Valley Growth Boundary, parking for bicycles shall be provided according to the standards of this section in conjunction with the establishment of any new land use or building, as well as in conjunction with any change in use, alteration, or expansion.

- A. **Short-Term Bicycle Parking.** Short-term bicycle parking shall be provided in order to serve shoppers, customers, messengers, guests and other visitors to a site who generally stay for a short time.
 1. **Parking Spaces Required.** For the following uses, a minimum of one bicycle space shall be provided for every 10 automobile spaces for the first 200 automobile parking spaces required, and one bicycle parking space shall be required for every 100 automobile spaces over the first 200 automobile parking spaces required. A minimum of two bicycle parking spaces shall be required per establishment.

nuisance unless another location is specific in this Chapter or within the General Plan. Property owners shall be responsible for demonstrating compliance with standards.

11.26.050 Noise

- A. **Noise Limits.** No use or activity shall create ambient noise levels that exceed the standards established in the Public Health and Safety Element of the Yuba County General Plan.
- B. **Acoustic Study.** The Planning Director may require an acoustic study for any proposed project that could cause any of the following:
 - 1. Locate new residential uses within the 55 Community Noise Equivalent (CNEL) impact area of the Yuba County Airport;
 - 2. Locate new residential uses within the 55 CNEL impact area of Beale Air Force Base (excludes housing located on Base);
 - 3. Cause noise levels to exceed the limits in Chapter 8.20, Noise Regulations, of the Yuba County Code and Yuba County General Plan;
 - 4. Create a noise exposure that would require an acoustic study and noise attenuation measures listed in the Public Health and Safety Element of the General Plan; or
 - 5. Cause the Day-night equivalent (Ldn) noise level at noise-sensitive uses to increase 5 dB or more.
- C. **Noise Attenuation Measures.** Any project subject to the acoustic study requirements of subsection B may be required as a condition of approval to incorporate noise attenuation measures deemed necessary to ensure that noise standards are not exceeded.
 - 1. New noise-sensitive uses (e.g. schools, hospitals, churches, and residences) shall incorporate noise attenuation measures to achieve and maintain an interior noise level of 45 Ldn.
 - 2. Noise attenuation measures identified in an acoustic study shall be incorporated into the project to reduce noise impacts to satisfactory levels.
 - 3. Emphasis shall be placed upon site planning and project design measures. The use of noise barriers shall be considered only after all feasible design-related noise measures have been incorporated into the project.

11.26.060 Vibration

No vibration shall be produced that is transmitted through the ground and is discernible without the aid of instruments by a reasonable person at the property lines of the site. Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

- A. New developments that propose vibration sensitive uses within 100 feet of a railroad or industrial facility shall analyze and mitigate potential vibration impacts to the greatest extent feasible.
- B. New developments that would generate substantial long-term vibration shall provide analysis and mitigation to achieve velocity levels of less than 78 vibration decibels as experienced at habitable structures of vibration-sensitive land uses.

- course of said lien sales, customer vehicles shall not be allowed to obstruct travelways within the Personal Storage facility.
2. The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.
 3. The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.
 4. The establishment of a transfer and storage business.
- C. **Enclosure.** Outdoor storage is prohibited within the Valley Growth Boundary unless screened. No boats, trailers, and/or other vehicles shall be parked or otherwise stored outside the storage units except in areas approved for such storage.
- D. **Hazardous Materials.** No caustic, hazardous, toxic or flammable or explosive matter, material, liquid, or object, nor any matter, material, liquid or object that creates obnoxious or offensive dust, odor or fumes shall be stored in a Personal Storage unit.
- E. **Utilities.** Water, gas or telephone service to any rental space is prohibited.
- F. **Habitation.** Human habitation of any rental space is prohibited.
- G. **Notice to Tenants.** As part of the rental process, the facility manager shall inform all tenants of conditions restricting storage of hazardous materials and limitation on the use of the storage units. These restrictions shall be included in rental contracts and posted at a conspicuous location within the front of each rental unit.
- H. **Exterior Wall Treatments and Design. Within Valley Growth Boundary,** exterior walls visible from a public street or residential district shall be constructed of decorative block, concrete panel, stucco, or similar material. These walls shall include architectural relief through articulation, trim, change in color at the base, variations in height, the use of architectural “caps,” attractive posts, or similar measures. Outside Valley Growth Boundary, exterior walls visible from a public street shall be constructed with materials compatible with the surrounding neighborhood.

11.32.190 Planned Mobile Home Parks

- A. **Purpose.** The purpose of this section is to promote housing opportunities for the present and future residents of Yuba County through the establishment of policies and development standards for Planned Mobile Home Parks. The development standards for Planned Mobile Home Parks will further encourage the creation of stable, attractive, residential environments within the individual parks.
- B. **Development Standards.** Planned Mobile Home Parks shall comply with the following development standards:
1. **Mobile Home Sites.**
 - a. *Site Identification.* Each mobile home site shall be plainly marked and numbered for identification.
 - b. *Minimum Site Area.* The mobile home sites in a Planned Mobile Home Park shall average at least 2,700 square feet in area, but no site shall be smaller than 2,000 square feet.

- c. *Minimum Site Width.* Each mobile home site shall be an average width of 30 feet plus the width of the mobile home, unless it can be shown that adequate space for a patio, parking, and side yard(s) will be ensured, despite a site of lesser width.
2. ***Yards.***
 - a. *Front Yard.* Each mobile home site shall have a front yard of not less than five feet. The front yard so required shall not be used for vehicle parking, except such portion thereof as is devoted to driveway use.
 - b. *Side Yard, Corner Sites.* On corner sites, the side yard adjoining the Planned Mobile Home Park street shall not be less than five feet.
 - c. *Side Yards, Interior.* Each mobile home site shall have a side yard on each side of not less than five feet, or one side yard of not less than 10 feet.
 - d. *Side Yard, Driveway.* When used for access of a parking facility, a side yard shall be wide enough for a 10-foot-wide unobstructed driveway. All such side yard driveways shall be paved with concrete or asphaltic concrete unless located outside the Valley Growth Boundary.
 - e. *Rear Yard.* Each mobile home site shall have a rear yard of not less than five feet in depth.
3. ***Projection into Yards.*** The following structures may be erected or projected into any required yard:
 - a. Eaves, stairways and awnings not to exceed one foot.
 - b. Landscape elements including trees, shrubs, and other plants, except hedges, provided that such landscape feature does not hinder the movement of the manufactured home in or out of its space.
 - c. Manufactured home hitches.
 - d. Necessary appurtenances for utility services.
 - e. A single accessory structure that is less than 120 square feet in area and eight feet in height may be located within side or rear setbacks.
4. ***Minimum Distance between Structures.*** No portion of a manufactured home or attached accessory structure shall be closer than 10 feet to another manufactured home or attached accessory structure.
5. ***Minimum Size of Mobile Homes.*** No mobile home that is less than 10 feet wide or has a floor bed of less than 370 square feet may be parked or located on a mobile home site in a Planned Mobile Home Park.
6. ***Maximum Site Coverage.*** The mobile home and accessory structures shall not cover more than 75 percent of the mobile home site.
7. ***Number of Homes per Site.*** Not more than one single-family mobile home may be placed on a mobile home site.
8. ***Off-street Parking.*** In addition to the parking requirements of Chapter 11.25, Parking and Loading, the following standards shall apply to Planned Mobile Home Parks:

- a. Each mobile home site shall have a paved space suitable for providing automobile shelter with space for at least two automobiles for each manufactured home. Gravel or other surfacing may be approved outside of the Valley Growth Boundary
 - b. Recreation and laundry areas shall have sufficient parking facilities to accommodate one automobile for every 10 mobile home sites.
9. **Signs.** In addition to the requirements of Chapter 11.27, Signs, the following standards shall apply to Planned Mobile Home Parks:
 - a. Adequate signs and markings indicating directions, parking areas, recreation areas, and street names shall be established and maintained in the manufactured home park. Such signs shall not exceed six square feet in area.
 - b. Signs or name plates not exceeding two square feet in area and displaying the name and address only of the occupant of the manufactured home may be erected at each mobile home site.
 - c. Signs which identify or advertise the Planned Mobile Home Park may be erected if approved by the hearing body on its action on the conditional use permit for the manufactured home park. Such signs must be located on the premises and shall not be more than 120 square feet in area. They shall not be animated or have flashing lights.
10. **Landscaping.** In addition to the landscaping requirements of Chapter 11.24, Landscape, the following landscaping provisions shall apply to all Planned Mobile Home Parks:
 - a. All open areas except driveways, parking areas, walkways, utility areas, improved decks, patios, or porches shall be maintained with landscaping as hereinbefore defined.
 - b. The trees shall be planted along street frontage as may be required by the hearing body upon recommendation of the Community Development and Services Agency's Public Works Department.
11. **Walls and Fences.** Walls and fences on individual mobile home sites shall not exceed three feet in height. Walls or fences erected around the perimeter of the Planned Mobile Home Park may be required by the hearing body. The height, construction, and type of material for such perimeter walls shall be as specified by the hearing body in the permit authorizing the use.
12. **Trash Storage.** Containers for trash storage of a size, type and quantity approved by the County shall be provided. They shall be placed so as to be concealed from the street and easily accessible to the mobile home sites.
13. **Streets.** Streets within Planned Mobile Home Parks shall be provided in such a pattern as to provide convenient traffic circulation within the manufactured home park. On-street parking is not permitted. Streets shall be designed as follows:
 - a. *Width.* Streets shall have a width of not less than 30 feet, including curbs.
 - b. *Curbs.* There shall be concrete roll curbs on each side of the streets.

- c. *Paving.* Streets shall be paved in accordance to standards established by the Community Development and Services Agency's Public Works Department.
 - d. *Lighting.* Streets shall be lighted in accordance to standards established by the Community Development and Services Agency's Public Works Department.
- 14. ***Park and Recreation Areas.*** A central recreation area shall be established in each Planned Mobile Home Park created pursuant to the provisions of this chapter. The size of such area shall be at least 200 square feet per mobile home site. The recreation area may contain community club houses, swimming pools, shuffleboard courts, and similar facilities. The hearing body may permit decentralization of the recreation facilities in accordance with principles of good planning provided that the total recreation area meets the above stated minimum size.
- 15. ***Office.*** Every Planned Mobile Home Park shall include a permanent building for office use. Such building may include a single-family dwelling for the exclusive use of the owner or manager.
- 16. ***Laundry Rooms.*** Every Planned Mobile Home Park shall have one or more laundry rooms. Laundry drying lines shall not be permitted on any mobile home site.
- 17. ***Mail Boxes.*** Each mobile home site shall be equipped with a receptacle for mail deliveries in accordance with the standards prescribed by the local residents.
- 18. ***Storage Areas.*** Areas used for the storage of travel trailers, boats, and other such items may be established in a Planned Mobile Home Park provided they are adequately screened from public view.
- 19. ***Utilities.*** All utility distribution facilities serving individual mobile home sites within the Valley Growth Boundary shall be placed underground. The owner is responsible for complying with the requirements of this Subsection and he shall make the necessary arrangements with each of the serving utilities for the installation of such facilities. Transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and other necessary appurtenant structures may be placed above ground. Water and sewer distribution facilities shall be installed in conformance with specifications of the Utility Engineer. All mobile home sites must be served with water, electricity, and a solid waste disposal.
- 20. ***Transient Mobile Home Sites.*** Sites reserved for transient mobile homes shall be so designated on the plans submitted with the application for the Planned Mobile Home Park conditional use permit. The site, yard, and property development standards of this section shall fully apply to sites reserved for transient mobile homes. Mobile homes less than 10 feet wide or with a floor bed of less than 370 square feet may occupy such designed transient mobile home sites for periods up to 90 days.
- 21. ***Sale of Mobile Homes at Manufactured Home Parks.***
 - a. *Conditional Use Permit.* The operation of a business or occupation either full or part-time, for the purpose of manufactured home sales, shall be allowed on the premises of any legally established Planned Mobile Home Park, subject to the issuance of a Conditional Use Permit. This does not include the sale of individual manufactured homes by the owner of the unit.
 - b. *Restrictions.* In no event shall the holder of the conditional use permit or any other person maintain or allow to be maintained on the Planned Mobile Home Park

premises for display any manufactured home either assembled or disassembled which is not installed on the site and connected to all utilities sufficient to be legally adequate for immediate occupancy. The maximum number of unoccupied mobile homes so installed for display shall not exceed three units at any one time.

C. **Allowed Density**

1. *RM Medium Density Residential and RH High Density Residential Districts.* The density for mobile home parks is limited to the allowed density within the RM Medium Density Residential and RH High Density Residential zoning districts unless a density bonus is approved.
2. *RC Rural Commercial District.* The allowed density for mobile home parks in the RC Rural Commercial district shall be determined by approval of a conditional use permit and carrying capacity for wells and septic systems as determined by the Department of Environmental Health.

11.32.200 Produce Stands

- A. **Accessory Use.** Produce stands shall be operated in conjunction with and accessory to a primary agricultural use on the same site. They shall be operated by the agricultural producer and on premises controlled by the producer. Produce stands that do not meet the requirements of this section shall be classified as a farm store and shall meet the requirements listed in Section 11.32.210, Ranch Marketing.
- B. **Products for Sale.** Products sold or offered for sale at a Produce Stand are limited to the following:
1. *Unprocessed Agricultural Products.* A minimum of 50 percent of the selling space of the stand shall be dedicated to selling whole produce, shell eggs, and/or cut flowers grown or raised on the same premises as the stand or on neighboring farms.
 2. *Value-Added Agricultural Products.* Up to 30 percent of the selling space may be used for un-refrigerated processed agricultural products such as jams, preserves, pickles, juices, cured olives, and other value-added products made with ingredients produced on the premises or neighboring farms and may be sold concurrently with unprocessed agricultural products with approval from the Environmental Health Director.
 3. *Pre-packaged Foods and Beverages.* No more than 50 square feet or 10 percent of the selling space may be occupied by pre-packaged food and drinks such as bottled water, sodas, and crackers.
- C. **Number of Stands.** One stand shall be permitted per parcel, or per group of adjacent parcels under the same ownership.
- D. **Size Limitation.** The floor area of any permanent structure utilized as part of the produce stand shall not exceed 120 square feet in area. The total display area shall not exceed 500 square feet. Use of temporary structures such as but not limited to display tables and pop-up awnings shall only be used during the operational hours of the produce stand.
- E. **Minimum Setbacks.** Stands shall be located at least 20 feet from any street or highway and 100 feet from any existing residence outside the ownership of the stand operator. In addition, no part of the use, including selling area, signs, and parking, may be located within the triangular visibility area described in Section 11.19.130, Visibility at Intersections and Driveways.

- iii. The proposed site and wireless communication facility has been designed to achieve compatibility with the surrounding community and limit environmental impacts to the extent reasonably feasible in accordance with the provisions of this Chapter.
- b. *Additional Findings for Facilities in a Residential Districts and Public Facilities.* To locate a facility in a residential district where it is readily visible from the habitable area of a dwelling unit within 300 feet, or at any location where it is readily visible from a public right-of-way, public park, or other public recreation or cultural facility, the decision-making authority shall find that:
 - i. It is not feasible to provide the service at another location; or to incorporate additional measures such as a decrease in height, increase in setback, change in design, relocation relative to other structures or natural features, that would further reduce its visibility; and
 - ii. The proposed facility provides an important link in applicant's service area build-out and is necessary to provide personal wireless services to County residents.
- c. *Additional Findings for Any Other Exception to Standards.* The decision-making authority may waive or modify requirements of this article upon finding that strict compliance would result in noncompliance with applicable federal or State law.

11.32.300 Temporary Uses and Special Events

This section establishes standards for certain temporary uses and special events that are intended to be of limited duration of time and that will not permanently alter the character or physical facilities of the site where they occur. This section also provides standards for longer term special events and event centers.

- A. **Construction Office Trailers.** On-site temporary construction offices are permitted in conjunction with an approved construction project during the period of construction with a Zoning Clearance and performance bond for removal. The trailer shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit.
- B. **Construction Yards.** Contractors' construction yard(s) are permitted in conjunction with an approved construction project. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit. Off-site construction yards for capital improvement projects require approval of a Zoning Clearance; all other off-site construction yards require approval of a Temporary Use Permit. No Zoning Clearance is required for on-site contractors' construction yards. A performance bond for removal and site clean-up may be required as determined by the Community Development and Services Agency Director.
- C. **Garage Sales.** Garage sales of personal property conducted by a resident of the premises may be conducted in accordance with the following standards.
 - 1. *No Permit or Clearance Required.* Garage sales are allowed by right, and require no Zoning Clearance, if they meet all of the following standards:
 - a. Garage sales shall be conducted by a resident of the premises and goods shall be limited to personal property.

- b. Items offered for sale shall be limited to the personal property not acquired for resale, and either owned by the resident(s) of the dwelling unit where the sale is to be conducted or by another person participating in the sale with the resident.
 - c. No more than four garage sales shall be conducted on a site in any calendar year.
 - d. No single sale event shall be conducted for longer than three consecutive days.
 - e. Garage sales may be conducted during daylight hours.
 - 2. Garage sales that exceed these thresholds shall be considered temporary sales events.
- D. **Subdivision-Related Temporary Uses (Model Home Complexes).** Certain temporary structures and uses associated with an approved subdivision are allowed with a Temporary Use Permit.
 - 1. **Permitted Uses.** The following uses and structures may be allowed with a Temporary Use Permit, subject to the procedures of Chapter 11.58, Temporary Use Permits, in connection with a subdivision of 20 or more lots with an approved tentative map.
 - a. Up to six model homes;
 - b. A temporary building used as a contractor's office; and
 - c. A real estate sales office in connection with marketing of a subdivision.
 - 2. **Standards.**
 - a. All such uses must be located within the subdivision.
 - b. The uses are allowed in connection with a subdivision of 20 lots or more with an approved tentative map.
 - c. A real estate sales office may be located within a new residence that is part of the development or within a temporary building.
 - d. Model homes may be used in conjunction with an approved temporary tract office but not a general real estate business.
 - e. At the end of the approved time period, structures shall either be removed or restored for a use permitted in the zone where they are located.
 - 3. **Time Limits and Extensions.**
 - a. The temporary structures and uses may be granted for an initial period of no more than two years.
 - b. The Zoning Administrator may renew said permits for up to additional one-year periods upon written application at least 30 days prior to expiration.
- E. **Temporary Housing.** Temporary housing for family members or care givers may be granted in certain zones, as specified in Division II, Base and Overlay Districts, in order to prevent the dislocation of families and to allow for in-home care of certain individuals by family members where such care is needed.
 - 1. **Temporary Use Permit Required.** Establishment of a temporary housing requires approval of a Temporary Use Permit, pursuant to the procedures of Chapter 11.58, Temporary Use Permits.
 - 2. **Standards.**

- a. The lot on which a temporary permit for a temporary housing is granted must meet the same setbacks as that required for the primary residence. At least ten feet of separation shall be provided between the primary residence and temporary housing.
 - b. The project must comply with all other statutes and ordinances relating to health and building codes. Due to the temporary nature of the housing, Capital Facility Fees shall not be collected.
 - c. The occupants of the temporary housing shall be limited to: relatives of the property owner; a licensed caregiver needed to care for a member of the primary household; or a caretaker of the property.
 - d. *Conditions/Recorded Agreement.* The applicant shall sign an agreement that at the conclusion of the permit or upon violation thereof, the temporary housing shall be removed from the property or the County may be authorized to remove the residence and record a lien on the property for the cost thereof. Such agreement may be recorded.
3. ***Time Limits and Extensions.***
 - a. A Temporary Use Permit to allow Temporary Housing shall be granted for no more than a two-year period. The applicant may apply for additional two-year extensions, not to exceed a total of six years unless approved by the CDSA Director.
 - b. A Temporary Use Permit to allow a Temporary Housing Unit shall expire if the temporary residence is removed from the property or if the residence is no longer occupied by a qualifying relative or the TUP has not been renewed.
- F. **Temporary Emergency Shelters.** Temporary Emergency Shelters, as defined in Chapter 11.72, Use Classifications, are permitted according to the following standards. (For permanent shelters, see Section 11.32.090, Emergency Shelters).
 1. ***Zoning Clearance.*** Temporary emergency shelters in any zoning district are permitted with a Zoning Clearance if they meet all of the following standards:
 - a. The shelter will operate for no more than 26 days in any 90-day period.
 - b. No other temporary emergency shelter may be operated within 500 feet during the same 90-day period.
 2. ***No Permit or Clearance Required.*** Facilities providing lodging and other services during a declared emergency are exempt from the above requirement for a CDSA Clearance.
- G. **Temporary Sales Events.** Temporary sales that meet the standards of this subsection are permitted for up to seven days within a 90 day period. Sales events for a longer period or that exceed the standards may be allowed with a Temporary Use Permit.
 1. ***General Requirements.*** The following requirements apply to all temporary sales events:
 - a. **Location.** Sales events are limited to non-residential districts. The sales event must be conducted solely on private property and not encroach within the public right-of-way or occupy needed parking at the time of the event.

- C. **Public Hearing.** Upon determining that an application for a tentative map is complete, the Planning Director shall schedule the proposed map for review and public hearing and shall provide notice of the public hearing according to the requirements of Section 11.53.050, Notice of Public Hearings.
- D. **Report or Recommendation.** Any report or recommendation on a tentative map by the staff of the County to the Development Review Committee, Planning Commission or Board of Supervisors shall be in writing, and a copy thereof shall be served upon the applicant at least three days prior to any hearing or action on such map by the governing body.

11.40.040 Action on the Tentative Map

- A. **Final Date of Filing.** The application is not to be considered filed for purposes of Subsection 11.40.040(B), Action Required, below, until a certificate of exemption from environmental review or a negative declaration is approved and adopted or, if an environmental impact report is required, the EIR is finally approved and adopted and these documents are filed as required by law. The governing body may review the application prior to filing but may not take final action until filing is completed.
- B. **Action Required.** Within 50 days after the date upon which the application is deemed finally filed, unless the applicant and the Planning Director agree to extend said time period, the governing body shall approve, conditionally approve or disapprove a tentative parcel map by a majority vote of the Committee. The Planning Director shall supply the applicant with a written statement of the action taken by the Committee.
- C. **Basis for Action.** The approval, conditional approval, or denial of a tentative map shall be based on the ordinances, policies, and standards in effect on the date of notification to the developer of the determination that the application is complete. If the County has initiated formal proceedings and published notice of an ordinance or resolution amending ordinances, policies, and standards applicable to the developer's project prior to acceptance of a complete application, the amended ordinances, policies, and standards in effect on the date of complete application shall apply.
- D. **When Deemed Approved.** If no action is taken by the Development Review Committee (in the case of a tentative parcel map) or the Planning Commission (in the case of a tentative subdivision map) within the time limit as specified, and all other State and County requirements have been met, including but not limited to the California Environmental Quality Act, the tentative map application shall be deemed to be approved if it complies with other applicable provisions of the Subdivision Map Act, this division, other County ordinances, and the General Plan, and it shall be the duty of the County Clerk to certify the approval. The appeal period to the Board of Supervisors shall begin on the date of such certification.
- E. **Required Findings for Approval.** The Development Review Committee (in the case of a tentative parcel map) or the Planning Commission (in the case of a tentative subdivision map) may approve or conditionally approve a tentative map only if it makes all of the following findings:
 - 1. **Consistency.** The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, the Development Code, and other applicable provisions of the County Code. A proposed subdivision shall be considered consistent with the General Plan or a specific plan only when the proposed subdivision or land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan.

GENERAL PLAN DESIGNATION		NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS	
ZONING DISTRICTS		Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use						Industrial			Special Purpose		
ZONING		AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹		
RESIDENTIAL USE CLASSIFICATIONS																										
Residential Housing Types																										
Duplex/Two-Unit		-	-	-	-	-	-	-	-	-	-	M	P	P	-	-	P	-	-	-	-	-	-	-		
Multi-Unit		-	-	-	-	-	-	-	-	-	-	P	P	-	M	M	P	M ¹	M ²	-	-	-	-			
Second Dwelling Unit		Z	Z	-	-	-	-	Z	Z	Z	Z	Z	Z	-	-	-	-	-	-	-	-	-	-	Per 11.32.240		
Single-Unit Dwelling Attached		-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	-	-	-	-			
Single-Unit Dwelling Detached		P	P	A	-	P	-	P	P	Z	P	P	P	-	-	-	-	-	-	-	-	-	-			
Family Day Care																										
Large		-	A	-	-	-	-	A	A	A	A	A	A	-	-	A ¹	A ¹	A ¹	-	-	-	-	-			
Small		P	P	P ¹	-	-	-	P	P	P ⁴	P	P	P	P	-	P ¹	P ¹	P ¹	-	-	-	-	-	Per 11.32.110		
Caretaker Residence		-	-	P	P	-	P	-	-	P	-	-	-	-	P	-	-	-	-	P	P	P	-			
Employee Housing		A	A	A	A	A	A	-	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.070		
Residential Boarding Facilities		M	M	-	-	-	-	M	M	M	M	M	M	M	-	-	A ¹	A ¹	-	-	-	-	-	Per 11.32.100		
Mobile Home Parks		-	-	-	-	-	-	-	C	C	-	-	M	P	-	-	-	-	-	-	-	-	-	Per 11.32.190		
Residential Care & Social Service Facilities																										
General (10+)		-	C	-	-	-	-	-	C	C	-	-	C	M	-	-	-	-	-	-	-	-	-			
General (7-10)		-	M	-	-	-	-	M	M	M	M	M	M	P	-	-	A ¹	A ¹	-	-	-	-	-	Per 11.32.230		
Limited (6)		P	P	P ¹	-	-	-	P	P	P	P	P	P	P	-	P ¹	P ¹	P ¹	-	-	-	-	-			
Single Room Occupancy		-	-	-	-	-	-	-	-	-	-	-	-	P	-	A	A	A	A	M ²	-	-	-	Per 11.32.250		
Supportive Housing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Transitional Housing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Home Occupation		P	P	P	P ¹	P ¹	P ¹	P	P	P	P	P	P	P	P ¹	P ¹	P ¹	P ¹	-	-	-	-	-	Per 11.32.130		
PUBLIC & SEMI-PUBLIC USE CLASSIFICATIONS																										
Cemetery		C	C	-	-	-	C	-	C	C	-	-	-	-	-	-	-	-	-	-	C	C	-			
Colleges/Trade Schools		-	C	C ²	-	-	-	-	C	C	-	-	-	-	M	M	C ⁴	-	M	C	-	M	M	-		
Community Assembly		-	C	-	-	-	-	C	C	P	C	C	C	C	P	P	P ³	A	M	-	-	M	M	-		
Community Garden/Urban Agriculture		P	P	M ⁵	-	-	-	-	-	-	M ¹	M ¹	M ¹	M ¹	A ⁴	A ⁴	A ⁴	A ⁴	A ⁴	-	A ⁷	A ⁷	M ⁴	-		
Cultural Institutions		-	C	-	-	-	C	C	C	P	C	C	C	C	M	P	P ³	P	P	-	-	M	P	-		
Outdoor & Large Scale Cultural Institutions		-	C	-	-	-	C	C	C	C	-	-	-	-	A	M	C									

GENERAL PLAN DESIGNATION		NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS					
ZONING DISTRICTS		Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use					Industrial			Special Purpose							
ZONING		AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹						
Passive Recreation		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-						
Active Recreation		M	M	M	-	C	C	M	M	M	M	M	M	M	M	M	M	M	M	-	-	-	M	-						
Parking: Public or Private		-	-	-	-	-	-	-	-	P	-	-	-	-	Z	Z	Z ³	A	Z	A	P	P	Z	-						
Schools		-	C	-	-	-	-	C	C	C	C	C	C	C	-	M	C	-	M	-	-	-	M	-						
COMMERCIAL USE CLASSIFICATIONS																														
Adult-Oriented Business		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	M	M	-	-						
Animal Care: Sales & Services																														
Grooming		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	A	-	-						
Pet Sales & Associated Services		M	M	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	A	P	-	-	-	-	-						
Kennels		A	A	-	-	-	-	C	M	M	C	-	-	-	C	-	-	-	-	-	A	A	-	-	Per 11.32.040					
Veterinary Services		-	C	-	-	-	-	-	C	A	-	-	-	-	P ²	M	P ^{2,4}	-	M	-	-	P	M	-						
Banks & Financial Institutions		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	-	-	-						
Bars & Drinking Establishments		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	A ³	A	P	Z ²	-	-	-	Z ²						
Business Services		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	P	-	-						
Drive-In & Drive Thru Facilities (retail establishment)		-	-	-	-	-	-	-	-	Z	-	-	-	-	Z	Z	Z ³	-	Z	Z ²	-	-	-	-	Per 11.32.080					
Entertainment & Recreation																														
Campground		C	C	-	-	M	M	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	Z ²	Per 11.32.060					
Hunting/Fishing Club		A	M	-	M	Z ⁴	Z ⁴	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Incidental Hunting & Fishing		P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Indoor Entertainment & Recreation		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	M	P	M	-	M	-	Z						
Outdoor Entertainment		M ³	C ³	-	-	M ²	M ²	-	C ¹	C	-	-	-	-	-	-	-	-	C	M	-	-	-	Z						
Outdoor Sports & Recreation		M ³	C ³	-	-	M ²	M ²	-	C ¹	C	-	-	-	-	-	-	-	-	C	M	-	-	-	Z						
Temporary Uses & Special Events		Per 11.32.300																												
Food & Beverage Sales																														
Farmers Market		Per 11.32.120					-	-	-	Per 11.32.120					Per 11.32.120					Z	Z	A	A	Z	-	-	-	Z	-	Per 11.32.120
General Market		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	-	-	-	-					
Liquor Stores		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	P	P	-	-	-	-	-	-					
Food Preparation		-	-	A	-	-	-	-	-	P	-	-	-	-	P	P	P ³	M	P	-	-	P	-	-	-					
Funeral Parlors & Internment Services		-	-	-	-	-	-	-	-	A	-	-	-	-	P	A	-	-	-	-	-	P	-	-	-					
Lodging																														
Agricultural Homestays		*	*	-	-	-	C	*	*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.140				
Bed & Breakfast		*	*	-	-	-	-	*	*	*	*	*	-	-	-	-	P ¹	P ¹	-	-	-	-	-	-	-					
Health Resort & Retreat Center		C	C	-	-	-	-	-	C	C	-	-	-	-	P	P	P ⁴	A	P	-	-	-	-	-	-					
Hotels & Motels		-	C	-	-	-	-	-	-	P	-	-	-	-	P	P	M ⁴	A	P	P	-	-	-	-	Z					
Maintenance & Repair Services		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	P	P	M	P	P	-	-	-					
Manufactured Home Sales Lots		-	-	-	-	-	-	-	-	M	-	-	-	-	M	-	-	-	-	C	P	P	-	-	-					
Neighborhood Services		-	-	-	-	-	-	A	A	P	A	A	A	A	P	P	P	P	P	-	-	-	-	-	-					
Professional Services																														
Business & Professional		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-	-					

GENERAL PLAN DESIGNATION	NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD													ADDITIONAL REGULATIONS	
ZONING DISTRICTS	Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use					Industrial			Special Purpose		
ZONING	AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹	
<i>Medical & Dental</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-	
Personal Services																								
<i>General</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-	
<i>Instructional Services</i>	-	M	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	P	P	M	-	M	-	-	
<i>Tattoo or Body Modification Parlar</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	P	P	M	-	M	-	-	
Restaurants																								
<i>With Drive-Thru</i>	-	-	-	-	-	-	-	-	M	-	-	-	-	P	P	P ⁴	-	P	Z ²	-	-	-	Z ²	Per 11.32.080 & 11.32.160
<i>Without Drive-Thru</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	P	P	Z ²	-	-	-	Z ²	
Retail Sales																								
<i>Buiding Materials & Services</i>	-	-	M	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	-	-	-	A ³	A ³	-	-	Per 11.32.170
<i>Convenience Retail</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	-	-	-	
<i>General Retail</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	-	-	-	
<i>Large Farmot Retail</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	M	M	-	-	M	M	-	-	-	-	
<i>Nurseries & Garden Centers</i>	M ⁴	M ⁴	M ⁴	-	-	-	-	M ²	P	-	-	-	-	P	P	P ⁴	-	-	-	A ³	A ³	-	-	
Vehicle Sales & Services																								
<i>Rentals, Soles & Leosing</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	M	C ⁴	-	-	P ⁴	-	M	-	-	Per 11.32.050
<i>Repair: Major</i>	-	-	M ²	-	-	-	-	-	M	-	-	-	-	A	-	-	-	-	P ⁴	A	M	-	-	
<i>Service & Repair: Minor</i>	-	-	M ²	-	-	-	-	-	P	-	-	-	-	P	M	C ⁴	-	-	P ⁴	P	A	-	-	
<i>Trucks & Heavy Equipment Sales, Service & Rental</i>	-	-	P	-	-	-	-	-	C	-	-	-	-	C	-	-	-	-	P ⁴	A	M	-	-	
<i>Service Station</i>	-	-	M	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	-	P	P ⁴	P	P	-	-	
<i>Tawing & Impaund</i>	-	-	M	-	-	-	-	-	M	-	-	-	-	M	C	-	-	-	-	P	M	-	-	
<i>Washing</i>	-	-	M ²	-	-	-	-	-	P	-	-	-	-	P	P	A ⁴	-	A	Z ⁵	P	Z ⁵	-	-	
INDUSTRIAL USE CLASSIFICATIONS																								
Construction & Materials Yard	-	-	P ²	P ³	P ³	-	-	-	M	-	-	-	-	C	-	-	-	-	M	P	A	-	-	
Custom Manufacturing	-	M	M ²	-	-	-	-	-	A	-	-	-	-	P	M	C ⁴	-	C	M	P	P	-	-	
General Industrial	-	-	C	A ⁷	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	M	-	-	
Intensive Industrial	-	-	-	A ⁷	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	
Limited Industrial	-	-	M	-	-	-	-	-	C	-	-	-	-	P	-	-	-	C	C	P	P	-	-	
Recycling Facilities																								
<i>Recycling Collection Facility</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	Z	A	A	-	Z	Z ⁵	P ⁸	P ⁸	-	-	Per 11.32.220
<i>Recycling Processing Facility</i>	-	-	-	-	-	-	-	-	M	-	-	-	-	M	-	-	-	-	-	P	A	C	-	
Research & Development	-	-	-	A ⁷	-	-	-	-	M	-	-	-	-	M	-	-	-	P	P	A	P	-	-	
Salvage & Wrecking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	M	C	-	-	
Warehousing, Storage & Distribution																								
<i>Auction Facilities</i>	P ⁵	-	P ⁵	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	M	A	M	-	-	
<i>Chemical, Mineral & Explosive Storage</i>	C	-	C	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	M	C	-	-	
<i>Indoor Warehousing, Wholesaling & Distribution</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	C	P	P	-	-	
<i>Outdaar Storage</i>	P ⁶	P ⁶	P ⁶	-	-	-	-	-	C	-	-	-	-	M	-	-	-	-	-	P	A	-	-	Per 11.19.070

Personal Storage	-	M	-	-	-	-	-	C	M	C	C	C	-	P	C	C	-	-	M	M	P	-	-	Per 11.32.180	
GENERAL PLAN DESIGNATION	NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS	
ZONING DISTRICTS	Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use				Industrial			Special Purpose				
ZONING	AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹		
TRANSPORTATION, COMMUNICATIONS & UTILITIES CLASSIFICATION																									
Airports & Helicopters	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-		
Agricultural Runways & Airport Facilities	P	P	P	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Commnication Facilities	Per 11.32.290																								
Freight Truck Terminals & Warehouses	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	A	-	-		
Light Fleet - Based Services	-	-	-	-	-	-	-	-	M	-	-	-	-	P	M	-	-	-	M	P	P	-	-		
Transportation Passenger Terminals	-	-	-	-	-	-	-	-	C	-	-	-	-	P	M	-	-	-	C	A	P	M	-		
Major Utilities	C	C	C	C	C	C	-	C	C	-	-	-	-	C	C	-	-	-	C	M	C	C	-		
Minor Utilities	A	A	P	P	P	M	C	M	M	C	C	C	C	M	M	C	-	M	P	P	P	P	Z ²		
On-site Biomass	Z ⁸	A ⁸	P ⁸	-	P ³	M ³	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Renewable Energy Systems																									
Personal Hydro Energy System	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	Per 11.32.260	
Personal Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Large Solar Generation Facility	C	C	C	-	C ³	-	-	C	C	-	-	-	-	C	-	-	-	C	C	A	M	C	-		
Small Solar Generation Facility	M	M	M	-	M ³	M ³	M	M	M	-	-	-	-	M	M	M	M	M	M	M	M	M	-		
Personal Wind Energy System	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-	-	-	P	P	P	P	P		
Large Wind Generation Facility	C	C	C	-	C ³	-	-	C	C	-	-	-	-	-	-	-	-	-	-	C	-	C	-	Per 11.32.270	
Small Wind Generation Facility	M	M	M	-	M ³	-	-	M	M	-	-	-	-	-	-	-	-	-	-	M	-	M	-		
AGRICULTURAL & EXTRACTIVE USE CLASSIFICATIONS																									
Agricultural Labor Housing	P	P	P	-	P	-	-	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.030	
Agricultural Processing	M	M	P	-	-	-	-	-	M	-	-	-	-	-	-	-	-	-	-	P	M	-	-		
Animal Raising - Imported Feed	P	P	P	-	-	-	P	P	P ⁵	*	*	*	*	-	-	-	-	-	-	-	-	-	-	Per 11.32.040	
Crop Production	P	P	P	-	-	-	P	P	P ⁵	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Custom Farm Services	P	A	P	-	-	-	-	A	P	-	-	-	-	-	-	-	-	-	C	P	P	-	-		
Dairy	P	M	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Farm Machinery & Equipment, Sales & Service	M	M	P	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	Z	P	M	-	-		
Feed & Farm Supply Store	M	M	P	-	-	-	-	M	A	-	-	-	-	-	-	-	-	-	-	P ³	P ³	-	-		
Grazing (Animal Raising)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Mining	SMP	SMP	SMP	SMP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.280	
Agricultural Packing & Storage																									
On-site Products	P	P	P	-	-	-	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Off-site Products	M	M	P	-	-	-	-	C	M	-	-	-	-	-	-	-	-	-	-	P	A	-	-		
Produce Stand	P	P	P	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.200	
Ranch Marketing	Per 11.32.210						Per 11.32.210						Per 11.32.210												
Resource Protection & Restoration	P ⁷	P ⁷	P ⁷	P ⁴	P ⁴	P ⁴	M ³	P ³	P ³	M	M	M	M	P ⁵	P ⁵	P ⁵	P ⁵	P ⁵	P ⁶	P ⁶	P ⁶	P ³	-		
Sales Lot, Feed Lot, Stockyard	C	C	C	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-	-	C	-	-	-		
Slaughterhouse	C	C	C	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C	-	-	-		
Wineries & Tasting Rooms	Per 11.32.320						Per 11.32.320						Per 11.32.320												
Timber Production & Harvesting	P	P	P	-	P	* ⁵	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Timber Processing	M	M	P	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	-	-		

Key To Permit Requirements	
Principally Permitted Use	P
Zoning Clearance	Z
Administrative Use Permit Required	A
Minor Conditional Use Permit Required	M
Conditional Use Permit Required	C
Surface Mining Permit	SMP
As Outlined in Additional Regulations Section	*
Use is Not Allowed	-

Agricultural Districts

1. When located within an existing legally permitted single family residence.
2. That are directly related to agricultural uses and processes including maintenance of associated equipment.
3. Recreation and entertainment uses directly related to agricultural and natural resource uses such as but not limited to equestrian and rodeo facilities.
4. Wholesale nursery operations only.
5. Livestock & Farm Equipment Auctions only. Limited to 2 events per year not to exceed 3 days per event. Additional events allowed through approval of a TUP.
6. Agricultural vehicles and equipment only and must be associated with on-site agricultural operation or business.
7. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
8. When it will not impact on-site or adjacent agricultural operations.

Rural Community Districts

1. Uses that are typically associated with rural communities such as but not limited to equestrian facilities and shooting/archery ranges as determined by the Zoning Administrator.
2. Wholesale nursery operations only.
3. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
4. When located within an existing legally permitted single family residence.
5. Permitted on parcels that are at least five acres in size unless a Waiver is approved.

Residential Districts

1. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Commercial & Mixed Use Districts

1. When located within an existing legally permitted residence.
2. Permitted when conducted entirely within a building. Outdoor kennels and dog runs require approval of a Minor Conditional Use Permit.
3. NMX properties located outside of a mixed-use corridor as identified in the General Plan or that do not front on an urban arterial or collector road requires approval of a Minor Conditional Use Permit.
4. Only allowed within mixed-use corridors identified in the General Plan or properties that front on an urban arterial or collector road.
5. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
6. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Industrial Districts

1. All uses within the IC district must be consistent with Measure R.
2. Employee/workforce housing 16 to 40 units per acre & support services related to a permitted employment generating use.
3. Wholesale only. In addition, in the IL district must be conducted inside a building.
4. All repair, bodywork, and/or painting must be conducted inside a building.
5. When ancillary to a permitted or conditionally permitted use.

6. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
7. Community Gardens/Urban Agriculture: as an interim land use on vacant property.
8. Recycling collection only permitted when associated with an approved recycling processing facility.

Special Purpose Districts

1. All uses within the Highway 65 SE district must be consistent with Measure R.
2. When associated with a permitted sports and entertainment facility.
3. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
4. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Natural Resources Districts

1. Only when there is a pre-existing legally permitted residence or approved caretakers unit.
2. Only those types of entertainment & recreation uses that are compatible with the Natural Resources designation as determined by the Zoning Administrator.
3. Only when associated with or will not negatively impact a permitted mining, extraction, timber operation, or other permitted use as determined by the Zoning Administrator.
4. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
5. Less than 3 acres requires approval of a Zoning Clearance. Over 3 acres requires approval of an Administrative Use Permit. A finding must be made that the harvesting of tree is necessary for the health and maintenance
6. Single-unit dwellings are allowed as a "compatible use" as defined in Government Code Subsection 51104(h) of the Timber Production Act and shall not be used as a mechanism to further subdivide timber lands.
7. General Industrial and Intensive Industrial uses not ancillary to a permitted mining operation when a finding can be made that the use will not be detrimental to the adjacent mining operations or is inconsistent with the

RECOMMENDED ZONE CHANGES SUMMARY TABLE

APN	EXISTING USE	GENERAL PLAN DESIGNATION	EXISTING ZONING DISTRICT	RECOMMENDED ZONING DISTRICT	COMMENT
006-260-034	Vacant	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>Owner Request. RR-5 to RC Consistent with location</i>
005-100-036	Vacant	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>Owner Request. RR-5 to RC Consistent with location</i>
014-190-016	Public Facility	Valley Neighborhood	Public Facility	Neighborhood Mixed Use	<i>Owner Request. PF to NMX Consistent with location</i>
014-190-035	Public Facility	Valley Neighborhood	Public Facility	Neighborhood Mixed Use	<i>Owner Request. PF to NMX Consistent with location</i>
019-250-060	Church	Natural Resources	AR-10 Agricultural/Rural Residential (10 Acres)	Rural Commercial	<i>Owner Request. AR-10 to RC Consistent with use</i>
019-270-042	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to GC Consistent with use</i>
021-031-010	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to GC Consistent with use</i>
064-070-016	Church	Rural Community	RE Residential Estate	Rural Commercial	<i>County Request. RE to RC Consistent with use</i>
060-310-013	Church	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>County Request. RR-5 to RC Consistent with use</i>
056-100-002	Church	Rural Community	PF Public Facility	Rural Commercial	<i>County Request. PF to RC Consistent with use</i>
056-030-011	Church	Rural Community	RE Residential Estate	Rural Commercial	<i>County Request. RE to RC Consistent with use</i>
040-350-001	Church	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>County Request. RR-5 to RC Consistent with use</i>
040-270-022	Church	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>County Request. RR-5 to RC Consistent with use</i>
040-220-043	Church	Valley Neighborhood	RM Medium Density Residential	Neighborhood Mixed Use	<i>County Request. RM to NMX Consistent with use</i>
021-241-004	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
021-241-003	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
021-120-038	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
021-120-037	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
020-293-007	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
020-221-007	Church	Valley Neighborhood	RH High Density Residential	Neighborhood Mixed Use	<i>County Request. RH to NMX Consistent with use</i>

020-221-006	Church	Valley Neighborhood	RH High Density Residential	Neighborhood Mixed Use	<i>County Request. RH to NMX Same Ownership</i>
019-260-052	Church	Valley Neighborhood	RE Residential Estate	Neighborhood Mixed Use	<i>County Request. RE to NMX Consistent with use</i>
019-200-033	Church	Natural Resources	RE Residential Estate	Rural Commercial	<i>County Request. RE to RC Consistent with use</i>
014-202-078	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
014-123-003	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
013-451-050	Church	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
013-451-034	Parsonage	Valley Neighborhood	RS Single Family Residential	Neighborhood Mixed Use	<i>County Request. RS to NMX Consistent with use</i>
013-140-014	Church	Valley Neighborhood	RM Medium Density Residential	Neighborhood Mixed Use	<i>County Request. RM to NMX Consistent with use</i>
013-140-011	Church	Valley Neighborhood	RM Medium Density Residential	Neighborhood Mixed Use	<i>County Request. RM to NMX Consistent with use</i>
013-120-035	Church	Valley Neighborhood	RM Medium Density Residential	Neighborhood Mixed Use	<i>County Request. RM to NMX Consistent with use</i>
013-431-002	Vacant	Valley Neighborhood	RS Single Family Residential	RM Medium Density Residential	<i>Owner Request. RS to RM Consistent with location</i>
013-431-024	Vacant	Valley Neighborhood	RS Single Family Residential	RM Medium Density Residential	<i>Owner Request. RS to RM Consistent with location</i>
013-431-023	Vacant	Valley Neighborhood	RS Single Family Residential	RM Medium Density Residential	<i>Owner Request. RS to RM Consistent with location</i>
013-431-021	Vacant	Valley Neighborhood	RS Single Family Residential	RM Medium Density Residential	<i>Owner Request. RS to RM Consistent with location</i>
060-310-014	Grocery Store	Rural Community	RR-5 Rural Residential (5 Acres)	Rural Commercial	<i>County Request. RR-5 to RC Consistent with use</i>

PLANNED DEVELOPMENT PROPERTIES ZONE CHANGE SUMMARY TABLE

#	APN	EXISTING USE	GENERAL PLAN DESIGNATION	EXISTING ZONING DISTRICT	RECOMMENDED ZONING DISTRICT
1	013-290-059	Vacant	Valley Neighborhood	PD Planned Development	RM Medium Density Residential
2	013-290-060	Vacant	Valley Neighborhood	PD Planned Development	RM Medium Density Residential
3	013-290-066	Vacant	Valley Neighborhood	PD Planned Development	RM Medium Density Residential
4	013-310-007	Vacant	Valley Neighborhood	PD Planned Development	RH High Density Residential
5	014-380-006	Vacant	Valley Neighborhood	PD Planned Development	SP Specific Plan
6	018-310-001	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential
7	018-310-002	Residential	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
8	018-310-003	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
9	018-310-004	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
10	018-310-005	Residential	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
11	018-310-006	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
12	018-310-007	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
13	018-310-008	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
14	018-310-009	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
15	018-310-010	Vacant	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
16	018-310-011	Residential	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
17	018-310-012	Agricultural	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
18	018-310-013	Agricultural	Rural Community	PD Planned Development	RR-5 Rural Residential (5 Acres)
19	020-030-048	Vacant	Valley Neighborhood	PD Planned Development	NMX Neighborhood Mixed Use
20	021-111-048	Vacant	Valley Neighborhood	PD Planned Development	RM Medium Density Residential
21	019-711-001	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
22	019-711-002	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
23	019-711-003	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
24	019-711-004	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
25	019-711-005	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
26	019-711-006	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
27	019-711-007	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
28	019-711-008	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
29	019-711-009	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
30	019-711-010	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
31	019-711-011	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
32	019-711-012	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development

PLANNED DEVELOPMENT PROPERTIES ZONE CHANGE SUMMARY TABLE

33	019-711-013	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
34	019-711-014	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
35	019-711-015	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
36	019-711-016	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
37	019-711-017	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
38	019-711-018	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
39	019-711-019	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
40	019-711-020	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
41	019-711-021	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
42	019-711-022	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
43	019-711-023	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
44	019-712-001	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
45	019-712-002	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
46	019-712-003	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
47	019-712-004	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
48	019-712-005	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
49	019-712-006	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
50	019-712-007	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
51	019-712-008	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
52	019-712-009	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
53	019-712-010	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
54	019-712-011	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
55	019-712-012	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
56	019-712-013	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
57	019-712-014	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
58	019-712-015	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
59	019-712-016	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
60	019-712-017	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development

PLANNED DEVELOPMENT PROPERTIES ZONE CHANGE SUMMARY TABLE

61	019-712-018	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
62	019-712-019	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
63	019-712-020	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
64	019-712-021	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
65	019-712-022	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
66	019-712-023	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
67	019-712-024	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
68	019-712-025	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
69	019-712-026	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
70	019-712-027	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
71	019-712-028	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
72	019-712-029	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
73	019-712-030	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
74	019-712-031	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
75	019-712-032	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
76	019-712-033	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
77	019-712-034	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
78	019-712-035	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
79	019-712-036	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
80	019-712-037	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
81	019-712-038	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
82	019-712-039	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
83	019-712-040	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
84	019-712-041	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
85	019-712-042	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
86	019-712-043	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
87	019-712-044	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
88	019-712-045	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development

PLANNED DEVELOPMENT PROPERTIES ZONE CHANGE SUMMARY TABLE

89	019-712-046	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
90	019-712-047	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
91	019-712-048	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
92	019-712-049	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
93	019-712-050	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
94	019-712-051	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
95	019-712-052	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
96	019-712-053	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development
97	019-712-054	Residential	Valley Neighborhood	RM Medium Density Residential	PD Planned Development

TABLE 11.05.020: LAND USE REGULATIONS—AGRICULTURAL DISTRICTS				
<i>Use Classification</i>	<i>AE</i>	<i>AR</i>	<i>AI</i>	<i>Additional Regulations</i>
Family Day Care	See subclassifications below			
<i>Large</i>	-	A	-	See Section 11.32.110
<i>Small</i>	P	P	P(1)	
Caretaker Residence	-	-	AP	See Section 11.32.070
Employee Housing	A	A	A	See Section 11.32.100
Residential Boarding Facilities	M	M	-	
Residential Care & Social Service Facilities	See subclassifications below			
<i>General (more than 10 persons)</i>	-	C	-	See Section 11.32.230
<i>General (7-10 persons)</i>	-	M	-	
<i>Limited (6 or fewer persons)</i>	P	P	P(1)	
Home Occupation	P	P	P	See Section 11.32.130
Public & Semi-Public Use Classifications				
Cemetery	C	C	-	
Colleges/Trade Schools	-	C	C(2)	
Community Assembly	-	C	-	
Community Garden/Urban Agriculture	P	P	M(5)	
Cultural Institutions	-	C	-	
<i>Outdoor & Large Scale Cultural Institutions</i>	-	C	-	
Day Care Centers	-	C	-	
Detention Facility	C	C	C	
Elderly/Long-Term Care	-	C	-	
Essential/Emergency Service Facilities	M	M	M	
Government Offices	M	M	M	
Park & Recreation Facilities; Public	See subclassifications below			
<i>Passive Recreation</i>	P	P	P	
<i>Active Recreation</i>	M	M	M	
Schools	-	C	-	
Commercial Use Classifications				
Adult-Oriented Business	-	-	-	
Animal Care: Sales and Services	See subclassifications below			
<i>Pet Sales & Associated Services</i>	M	M	-	
<i>Kennels</i>	A	A	-	See Section 11.32.040
<i>Veterinary Services</i>	-	C	-	
Entertainment & Recreation	See subclassifications below			
<i>Campground</i>	C	C	-	See Section 11.32.060
<i>Hunting/Fishing Club</i>	A	M	-	
<i>Incidental Hunting and Fishing</i>	P	P	P	
<i>Outdoor Entertainment</i>	M(3)	C(3)	-	
<i>Outdoor Sports & Recreation</i>	M(3)	C(3)	-	
<i>Temporary Uses & Special Events</i>	See Section 11.32.300			

TABLE 11.05.030: DEVELOPMENT REGULATIONS—AGRICULTURAL DISTRICTS									
Standard	AE			AR			AI	Additional Regulations	#
		40	80	5	10	20			
Maximum Density	1 unit/ parcel (agricultural labor housing does not count towards density) (B)						No new primary residences allowed. (agricultural labor housing and caretaker units do not count towards density)		
Building Form and Location Standards									
Maximum Height (ft)	35 for residential structures, 50 otherwise						11.19.050 Height Exceptions	①	
Minimum Setbacks (ft)	Measured from PL or ROW whichever distance is greater from center line of road								
Front	30						11.19.090 Setbacks and Yards	②	
Side	Lots less than one acre: 25 or 10% of lot width, whichever is less, but not less than 5 Lots one acre or larger: 30							③	
Rear	30							④	
Minimum Separation between Buildings (ft)	6							⑤	
Parking & Loading							11.25 Parking & Loading		

Additional Development Regulations

A. **Reduced Lot Area.** Reduced lot area is allowed in the Agricultural Districts as follows:

1. Lot area in the AE-40 and AE-80 districts may be reduced ~~by five percent of from~~ the required minimum lot area to allow lot lines to correspond to natural or manmade features if the Review Authority, based on information from the Agricultural Commissioner finds that the proposed parcel sizes are of adequate size and design to ensure the long term protection of agricultural resources.
2. To allow separation of Commercial or Industrial uses (i.e. creation of an agricultural industrial park) and agricultural homesteads (subject to development deed restrictions), parcel sizes of less than five acres may be created providing the resulting parcels comply with all other applicable provisions of the Yuba County Ordinance Code.
3. As allowed by Chapter 11.21, Clustered Development.

B. **Density.** Approved second dwelling units do not count towards the maximum density restrictions.

TABLE 11.06.020: LAND USE REGULATIONS—RURAL COMMUNITY DISTRICTS				
<i>Use Classification</i>	<i>RE Outside VGB</i>	<i>RR</i>	<i>RC</i>	<i>Additional Regulations</i>
Residential Use Classifications				
Residential Housing Types	See subclassifications below			
Second Dwelling Unit	Z	Z	Z	See Section 11.32.240
Single-Unit Dwelling Detached	P	P	Z	
Family Day Care	See subclassifications below			
Large	A	A	A	See Section 11.32.110
Small	P	P	P(4)	
Caretaker Residence	-	-	AP	See Section 11.32.070
Employee Housing	-	A	A	See Section 11.32.100
Mobile Home Park	-	C	C	See Section 11.32.190
Residential Boarding Facilities	M	M	M	
Residential Care & Social Service Facilities	See subclassifications below			
General (more than 10 persons)	-	C	C	See Section 11.32.230
General (7-10 persons)	M	M	M	
Limited (6 or fewer persons)	P	P	P	
Home Occupation	P	P	P	See Section 11.32.130
Public & Semi-Public Use Classifications				
Cemetery	-	C	C	
Colleges/Trade Schools	-	C	C	
Community Assembly	C	C	AP	
Cultural Institutions	C	C	P	
Outdoor & Large Scale Cultural Institutions	C	C	C	
Day Care Centers	C	C	P	
Elderly/Long-Term Care	-	C	M	
Emergency Shelter	-	-	M	
Essential/Emergency Service Facilities	C	M	A	
Government Offices	-	M	P	
Hospitals/Clinics	See subclassifications below			
Clinic	-	-	P	
Hospital	-	-	C	
Park & Recreation Facilities; Public	See subclassifications below			
Passive Recreation	P	P	P	
Active Recreation	M	M	M	
Parking: Public or Private	-	-	P	
Schools	C	C	C	
Commercial Use Classifications				
Animal Care: Sales and Services	See subclassifications below			
Grooming	-	-	P	

TABLE 11.06.030: DEVELOPMENT REGULATIONS—RURAL COMMUNITY DISTRICTS							
Standard	RE		RR		RC	Additional Regulations	#
	Outside VGB		5	10			
Minimum Setbacks (ft, measured from property line unless otherwise indicated) <u>Measured from PL or ROW whichever distance is greater from the center line of road</u>							
Front or Street Side	30			15 (E)		11.19.090 Setbacks and Yards	3
Interior Side	Lots less than 1 acre: 10 (E) Lots 1 acre or larger: 20 (E)			5 (E)			4
	Rear Primary Structure			25 (E) 30 (E)			5
Rear Accessory Structure	20 (E)		25 (E)		20 (E)		
Minimum Separation between Buildings (ft)	6						6
Maximum Lot Coverage	Less than 1 acre: 40% Greater than 1 acre: 25%		15%		N/A		
Parking & Loading						11.25 Parking & Loading	

Additional Regulations

- A. **No Further Subdivision.** Parcels in the RE District within the Natural Resource land use designation of the General Plan cannot be further subdivided. Parcels in the RE district located within Rural Community Boundaries may be further subdivided consistent with the County's sewage disposal and water supply requirements. No parcels less than 1 acre in size shall be created and average parcel size shall be consistent with other RE parcels within the Rural Community.
- B. **Sewage Disposal and Water Supply.** Parcels between one acre and 2.5 acres in size shall provide either a public sewer service or water supply as determined by the Environmental Health Director. Setback requirements equivalent to those that would be required on a five acre parcel shall apply to any parcel between one acre and 2.5 acres in size that has either a well or septic system. Parcels smaller than one acre in size shall provide both a public sewer service and public water supply.
- C. **Lot Width.** The lot width at the primary street frontage for cul-de-sac and knuckles may be reduced to no less than 35 feet provided the minimum lot width for the zone district is met at the front yard setback line. Flag lots shall also meet the minimum lot width at the front yard setback line.
- D. **Density.** Additional regulations pertaining to the maximum density allowed by zone district are as follows:
 1. **Second Dwelling Units.** Where second dwelling units are permitted they do not count towards the maximum density restrictions of the zone district.
 2. **Rural Commercial.** A residential unit may be allowed on the second story of a commercial building or on the back portion of the lot. The residential unit shall be ancillary to the primary rural commercial use of the parcel.
- E. **Increased Setbacks in High Fire Severity Zone.** Parcels located within a high fire severity zone shall have a minimum setback of 30 feet from all property lines. Upon written clearance from ~~the Fire District~~ Cal Fire the setback may be reduced ~~to the zone district standard~~.

TABLE 11.07.030: DEVELOPMENT REGULATIONS—RESIDENTIAL DISTRICTS						
Standard	RE Within VGB	RS	RM	RH	Additional Regulations	#
Accessory Structure	20	15	15	15	Exceptions 11.19.030, Accessory Structures	③
Minimum Setbacks (ft, measured from property line unless otherwise indicated)						
Front or Street Side	Detached sidewalk: 10 ft from edge of sidewalk Attached sidewalk: 15 ft from edge of sidewalk No sidewalk: 15 ft from edge of ultimate right of way and 10 feet from edge of drainage ditch if present			11.19.090 Setbacks and Yards		④
Interior Side	10	5 (D)	5 (D)	5 (D)		⑤
Rear, Primary Structure	25	20	15	15		⑥
Rear, Accessory Structure	10	5	5	5	11.19.030, Accessory Structures	⑦
Garage	A minimum 20 ft driveway apron shall be provided for front loaded garages			11.07.040(A), Residential Single Family Development		⑧
Parking, from street facing property line	n/a	n/a	40	40	11.07.040(B), Residential Multi-Family Development	⑨
Parking & Loading					11.25 Parking & Loading	
Minimum Distance Between Buildings (ft)	6	6	6	6		⑩

Additional Regulations

- A. **Lot Width.** The lot width at the primary street frontage for cul-de-sac, knuckles, and irregular shaped lots may be reduced to no less than 35 feet provided the minimum lot width for the zone district is met at the front yard setback line. Flag lots shall also meet the minimum lot width at the front yard setback line.
- B. **Second Dwelling Units.** Where second dwelling units are permitted they do not count towards the maximum density restrictions of the zone district.
- C. **Transitional Standards.** When an RH District is adjacent to an RS District, the following standards apply:
1. The maximum height is 30 feet within 40 feet of an RS District; and
 2. The maximum height is 40 feet within 50 feet of an RS District.

11.08.020 Land Use Regulations

Table 11.08.020 prescribes the land use regulations for Commercial & Mixed-Use Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
<i>Land Use Classification</i>	<i>GC</i>	<i>CMX</i>	<i>NMX</i>	<i>DC</i>	<i>EC</i>	<i>Additional Regulations</i>
Residential Use Classifications						
Residential Housing Types	See subclassifications below					
<i>Duplex/Two-Unit</i>	-	-	P	-	-	
<i>Multi-Unit</i>	-	M	M	P	M(1)	
<i>Single-Unit Dwelling, Attached</i>	-	-	P	-	-	
Family Day Care	See subclassifications below					
<i>Large</i>	-	A(1)	A(1)	A(1)	-	See Section 11.32.110
<i>Small</i>	-	P(1)	P(1)	P(1)	-	
Caretaker Residence	AP	-	-	-	-	See Section 11.32.070
Residential Boarding Facilities	-	-	A(1)	A(1)	-	
Residential Care & Social Service Facilities	See subclassifications below					
<i>General (more than 10 persons)</i>	-	-	M	M	-	See Section 11.32.230
<i>General (7-10 persons)</i>	-	-	A	A	-	
<i>Limited (6 or fewer persons)</i>	-	P(1)	P(1)	P(1)	-	
Single Room Occupancy	-	A	A	A	A	See Section 11.32.250
Home Occupation	P(1)	P(1)	P(1)	P(1)	-	See Section 11.32.130
Public & Semi-Public Use Classifications						
Colleges/Trade Schools	M	M	C(4)	-	M	
Community Assembly	P	P	P(3)	A	M	
Community Garden/Urban Agriculture	A(4)	A(4)	A(4)	A(4)	A(4)	
Cultural Institutions	M	P	P(3)	P	P	
<i>Outdoor & Large Scale Cultural Institutions</i>	A	M	C(4)	-	M	
Day Care Centers	M	P	P	P	P	
Elderly/Long-Term Care	-	P	M(4)	-	M	
Emergency Shelter	Z	M	C(5)	-	-	See Section 11.32.090
Essential/Emergency Service Facilities	P	A	M	M	P	
Government Offices	P	P	P	P	P	

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
Land Use Classification	GC	CMX	NMX	DC	EC	Additional Regulations
Professional Services	See subclassifications below					
Business & Professional	P	P	P	P	P	
Medical & Dental	P	P	P	P	P	
Personal Services	See subclassifications below					
General	P	P	P	P	P	
Instructional Services	P	P	P(3)	P	P	
Tattoo or Body Modification Parlor	P	P	P(4)	P	P	
Restaurants	See subclassifications below					
With Drive-Thru	P	P	P(4)	-	P	See Section 11.32.080 & 11.32.160
Without Drive-Thru	P	P	P(4)	P	P	
Retail Sales	See subclassifications below					
Building Materials & Services	P	P	P(4)	-	-	See Section 11.32.170
Convenience Retail	P	P	P	P	P	
General Retail	P	P	P	P	P	
Large Format Retail	M	M	-	-	M	
Nurseries & Garden Centers	P	P	P(4)	-	-	
Vehicle Sales & Services	See subclassifications below					
Rentals, Sales & Leasing	P	M	C(4)	-M	-	See Section 11.32.050
Repair: Major	A	-	-	-	-	
Service & Repair: Minor	P	M	C(4)	-	-	
Trucks & Heavy Equipment Sales, Service & Rental	C	-	-	-	-	
Service Station	P	P	P(4)	-	P	
Towing & Impound	M	C	-	-	-	
Washing	P	P	A(4)	-	A	
Industrial Use Classifications						
Construction & Material Yards	C	-	-	-	-	
Custom Manufacturing	P	M	C(4)	-	C	
Limited Industrial	P	-	-	-	C	
Recycling Facilities	See subclassifications below					
Recycling Collection Facility	Z	A	A	-	Z	See Section 11.32.220
Recycling Processing Facility	M	-	-	-	-	
Research & Development	M	-	-	-	P	

TABLE 11.08.020: LAND USE REGULATIONS—COMMERCIAL & MIXED USE DISTRICTS						
Land Use Classification	GC	CMX	NMX	DC	EC	Additional Regulations
Warehousing, Storage & Distribution	See subclassifications below					
Auction Facilities	C	-	-	-	-	
Indoor Warehousing, Wholesaling & Distribution	C	-	-	-	-	
Outdoor Storage	M	-	-	-	-	See Section 11.19.070
Personal Storage	P	C	C	-	-	See Section 11.32.180
Transportation, Communications & Utilities Use Classifications						
Communications Facilities	See Section 11.32.290					
Light Fleet-Based Services	P	M	-	-	-	
Transportation Passenger Terminals	P	M	-	-	-	
Major Utilities	C	C	-	-	-	
Minor Utilities	M	M	C	-	M	
Renewable Energy Systems	See subclassifications below					
Personal Solar Energy System	P	P	P	P	P	See Section 11.32.260
Large Solar Generation Facility	C	-	-	-	C	
Small Solar Generation Facility	M	M	M	M	M	
Agricultural & Extractive Use Classifications						
Resource Protection & Restoration	P(5)	P(5)	P(5)	P(5)	P(5)	
Specific Limitations: 1. When located within an existing legally permitted residence. 2. Permitted when conducted entirely within a building. Outdoor kennels and dog runs requires approval of a Minor Conditional Use Permit. 3. For new development projects on NMX properties located outside of a mixed-use corridor as identified in the General Plan or that do not front on an urban arterial or collector road requires approval of a Minor Conditional Use Permit. 4. Only allowed within mixed-use corridors identified in the General Plan or properties that front on an urban arterial or collector road. 5. Copies of any easements or land development restrictions shall be submitted to the Planning Department. 6. Community Gardens/Urban Agriculture: as an interim land use on vacant property.						
Key To Permit Requirements						
Principally Permitted Use	P	Conditional Use Permit Required				C
Zoning Clearance Required	Z	Surface Mining Permit Required				SMP
Administrative Use Permit Required	A	See Numbered Footnote For Additional Limitations				(#)
Minor Conditional Use Permit Required	M	As Outlined In Additional Regulations Section				*
		Use Is Not Allowed				-

11.08.030 Development Regulations

Table 11.08.030, Development Regulations—Commercial and Mixed-Use Districts, prescribes the development standards for Commercial and Mixed-Use Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Code. The numbers in the “#” column refer to the numbers in Figure 11.08.030: Development Regulations—Commercial and Mixed-Use Districts.

4. Provide opportunities for industrial projects in a campus like environment where limited amounts of retail, services, restaurants and public/ quasi-public uses are permitted to serve on-site employees.

11.09.020 Land Use Regulations

Table 11.09.020 prescribes the land use regulations for Industrial Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.09.020: LAND USE REGULATIONS—INDUSTRIAL DISTRICTS				
<i>Land Use Classification</i>	<i>IC¹</i>	<i>IG</i>	<i>IL</i>	<i>Additional Regulations</i>
Residential Use Classifications				
Residential Housing Types	See subclassifications below			
<i>Multi-Unit</i>	M(2)	-	-	
Caretaker Residence	AP	AP	AP	See Section 11.32.070
Single Room Occupancy	M(2)	-	-	See Section 11.32.250
Public & Semi-Public Use Classifications				
Cemetery	-	-	C	
Colleges/Trade Schools	C	-	M	
Community Assembly	-	-	M	
Community Garden/Urban Agriculture	-	A(7)	A(7)	
Cultural Institutions	-	-	M	
<i>Outdoor & Large Scale Cultural Institutions</i>	-	-	C	
Day Care Centers	M(2)	-	M	
Detention Facility	-	C	C	
Emergency Shelter	-	-	C	See Section 11.32.090
Essential/Emergency Service Facilities	M	P	P	
Government Offices	-	-	A	
Park & Recreation Facilities; Public	See subclassifications below			
<i>Passive Recreation</i>	P	P	P	
Parking: Public or Private	A	P	P	
Commercial Use Classifications				
Adult-Oriented Business	-	M	M	
Animal Care: Sales and Services	See subclassifications below			
<i>Grooming</i>	-	-	A	
<i>Kennels</i>	-	A	A	See Section 11.32.040
<i>Veterinary Services</i>	-	-	P	
Bars & Drinking Establishments	Z(2)	-	-	
Business Services	Z(2)	-	P	
Drive-In & Drive Thru Facilities (retail establishment)	Z(2)	-	-	See Section 11.32.080
Entertainment & Recreation	See subclassifications below			
<i>Indoor Entertainment & Recreation</i>	M	-	M	
<i>Outdoor Entertainment</i>	M	-	-	

11.10.020 Land Use Regulations

Table 11.10.020 prescribes the land use regulations for Special Purpose Districts. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Code.

TABLE 11.10.020: LAND USE REGULATIONS—SPECIAL PURPOSE DISTRICT			
<i>Land Use Classification</i>	<i>PF</i>	<i>SE¹</i>	<i>Additional Regulations</i>
Residential Use Classifications			
Caretaker Residence	AP	-	See Section 11.32.070
Public & Semi-Public Use Classifications			
Cemetery	C	-	
Colleges/Trade Schools	M	-	
Community Assembly	M	-	
Community Garden/Urban Agriculture	M(4)	-	
Cultural Institutions	P	-	
<i>Outdoor & Large Scale Cultural Institutions</i>	M	-	
Day Care Centers	M	-	
Detention Facility	C	-	
Elderly/Long-Term Care	M	-	
Emergency Shelter	Z	-	See Section 11.32.090
Essential/Emergency Service Facilities	M	-	
Government Offices	P	-	
Hospitals/Clinics	See subclassifications below		
<i>Clinic</i>	P	-	
<i>Hospital</i>	C	-	
Park & Recreation Facilities; Public	See subclassifications below		
<i>Passive Recreation</i>	P	-	
<i>Active Recreation</i>	M	-	
Parking: Public or Private	Z	-	
Schools	M	-	
Commercial Use Classifications			
Animal Care: Sales and Services	See subclassifications below		
<i>Veterinary Services</i>	M	-	
Bars & Drinking Establishments	-	Z(2)	
Entertainment & Recreation	See subclassifications below		
<i>Campground</i>	-	Z(2)	See Section 11.32.060
<i>Indoor Entertainment & Recreation</i>	-	Z	
<i>Outdoor Entertainment</i>	-	Z	
<i>Outdoor Sports & Recreation</i>	-	Z	
<i>Temporary Uses & Special Events</i>	See Section 11.32.300		
Food & Beverage Sales	See subclassifications below		
<i>Farmers Market</i>	Z	-	See Section 11.32.120

- C. **Wind Energy Systems.** Structures associated with wind energy systems are subject to the height limitations of Section 11.32.270, Wind Energy Systems.
- D. **Communications Facilities.** Structures associated with communication facilities are subject to the height limitations of Section 11.32.290, Wireless Communications Facilities.
- E. **Airport Height Restrictions.** Notwithstanding the provisions of this section, all structures must comply with any height restrictions of the Airport Overlay District or any standard of the Federal Aviation Administration.

11.19.060 Lighting and Illumination

- A. **Applicability.** The standards of this section apply to all new ~~development~~ multi-family residential buildings and non-residential development and additions that expand existing floor area by 10 percent or more.
- B. **General Standards.**
 - 1. **Multi-Unit Residential Buildings.** Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles or equivalent measurement at the ground level during the hours of darkness. Lighting devices shall be protected by weather- and vandal-resistant covers.
 - 2. **Nonresidential Buildings.** All exterior doors, during the hours of darkness, shall be illuminated with a minimum of 0.5 foot-candle of light (or equivalent measurement).
 - 3. **Parking Lots.** Parking areas shall contain lighting according to the requirements of Section 11.25.100, Design Standards for Parking Lots.
 - 4. **Maximum Height.** Lighting fixtures shall not exceed the maximum heights specified in Table 11.19.060, Maximum Height of Lighting Fixtures.

TABLE 11.19.060: MAXIMUM HEIGHT OF LIGHTING FIXTURES	
District	Maximum Height (ft)
Agricultural Districts (AE & AR)	20 feet within 100 feet of any street frontage; 50 feet in any other location.
Residential Districts	16
Commercial and Mixed-Use Districts	16 feet within 100 feet of any street frontage; 20 feet in any other location.
Public Facility, Resource Preserve/Recreation	20 feet within 100 feet of any street frontage; 25 feet in any other location.
Industrial/Employment Districts (includes EX & AI)	25 feet within 100 feet of any street frontage; 50 feet in any other location.
Sports/Entertainment	50 or as allowed through Design Review or Conditional Use Permit approval

- C. **Control of Outdoor Artificial Light.** This subsection is intended to minimize outdoor artificial light that may have a detrimental effect and reduce the unnecessary illumination of adjacent properties.
 - 1. **Exemptions.** The following types of lighting fixtures are exempt from the requirements of this section:

roadway. This section shall not restrict the size of letters or numbers appearing on street signs for other purposes.

1. Size of letters, numbers, and symbols for street and address signs shall be a minimum 4 inch letter height, ½ inch stroke, reflective, contrasting with the background color of the sign.
2. Street and road signs shall be visible and legible from both directions of vehicle travel for a distance of at least 100 feet.
3. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.
4. Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.
5. Where multiple addresses are required at a single driveway, they shall be mounted on a single post.

11.22.050 Emergency Access

All roads and private driveways, unless exempt under Section 11.22.020, Applicability, of this chapter, shall be constructed to provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently.

- A. All newly constructed approved roads, driveways and buildings shall be addressed by name(s) and number(s) displayed with signs that are clearly visible and legible from the roadway in accordance with Chapter 9.70, Uniform System for the Naming of Streets and Numbering of Properties, of the County Code and with the State of California Traffic Manual. All signs shall be installed prior to map recordation where a tentative map application has been approved and prior to the issuance of the Final Certification of Occupancy where an application for building permits has been proposed.
- B. All new roads shall be constructed in accordance with Subsection 11.46.030, Road Improvements. All roads and driveways shall be designed to provide the minimum vertical clearance and to carry the maximum legal gross vehicle limit allowed by the Vehicle Code.
- C. All driveways shall provide a minimum 12 foot wide traffic lane and unobstructed vertical and horizontal clearance to combustible vegetation of 15 feet along its entire length.
 1. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.
 2. A turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
 3. Max driveway slope not to exceed 16% for gravel base driveways and 20% for paved driveways. Driveways exceeding 20% slope require fire district approval.
- D. When a gate is proposed on a private road or driveway to restrict access to property, said gate shall be constructed as follows:
 1. Gate entrances shall be at least two feet wider than the width of the traffic lane(s) serving the gate, minimum 14 feet wide.

2. All gates providing access from a road to a driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road.

~~2.3.~~ A key box is required where access to or within a structure or an area is restricted because of secured openings such as a locked gated entrance.

E. All new roadway structures shall meet the following standards:

1. Bridges shall be constructed to carry at least the maximum load and provide the minimum vertical clearance as required by Vehicle Code §§35550, 35750 and 35250.
2. Appropriate signing, including, but not limited to weight or vertical clearance limitations, and one-way road or single-lane conditions shall be posted to reflect the capacity of each bridge.
3. A bridge with only one traffic lane may be authorized by the County; however, such bridge shall provide for unobstructed visibility from one end of the bridge to the other and turnouts at both ends of such bridge.

11.22.060 Emergency Water Supply Standards

An emergency water system for wildfire protection shall be constructed in State Responsibility Areas and written clearance from Calfire on acceptance of the system design shall be submitted to CDSA prior to the recordation of a Parcel Map or Final Map. Prior to recordation, then applicant shall also demonstrate to the satisfaction of the Public Works Department how the water system will be maintained in perpetuity.

11.22.070 Fire Hydrant/Fire Valve

Fire hydrants shall be installed to meet the following standards:

- B. Eighteen inches above grade.
- C. Minimum eight feet from flammable vegetation.
- D. Minimum four feet and a maximum 12 feet from roadway.
- E. Minimum 50 feet and a maximum one-half mile from the building it serves.
- F. 2 ½ inch N.H. male fitting for pressure and gravity systems and 4 ½ inch for draft systems
- G. Identified with a three-inch reflectorized blue dot on the driveway, address sign, or placed within three feet of a hydrant with a sign three to five feet above the ground.
- H. Located at a turnout or turnaround, along the driveway to the building it serves or along the road that intersects with that driveway.

11.22.080 Fuel Modification Standards

The following defensible space standards shall be completed in SRA's prior to parcel or final map recordation, or the issuance of a Certificate of Building Occupancy.

A. **Setback for Defensible Space.** Firebreaks shall be established and maintained in accordance with Chapters 10.15, Firebreaks, of the County Code and Section 11.54.100, Mitigation Monitoring and Reporting Program and the following:

1. All new buildings shall be constructed with a minimum 30-foot setback from all property lines and/or the road right of way to serve as a fire break. Required utility structures such as

but not limited to water tanks, propane tanks, and well/pump houses are not considered buildings for the purposes of this section.

2. The side and rear yard building setback requirement may be reduced to the setback permitted by the zoning district upon written clearance from the fire district.

- I. **Disposal of Flammable Vegetation and Fuels.** ~~On-site flammable vegetation and fuels shall be disposed of by chipping, burning or by removal and transfer to a County approved land fill site.~~ Disposal, including chipping, burying, burning or removal to a landfill site approved by the local jurisdiction, of flammable vegetation and fuels caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to completion of road construction or final inspection of a building permit.

- J. **Greenbelts.** When proposed as part of a development plan, greenbelts shall be located strategically as a separation between wildland fuels and structures.

11.22.090 Waiver of Fire Safety Regulations

Upon request by the applicant, a waiver of one or more of the requirements of this chapter may be allowed by the Development Review Committee, where such waiver provides the same overall practical effect provided by this chapter. A letter requesting such waiver shall be submitted to the Development Review Committee along with any fee established for waivers. A copy of the waiver request shall be submitted to the CDSA Director and to Cal Fire for review and comment. Cal Fire shall sign off prior to Development Review Committee approval. The review and comment period shall be no less than 14 days. Approval or conditional approval of the waiver request shall only be granted when the Development Review Committee makes the finding that such action is in keeping with the purposes and intent of this chapter. Such findings shall include a statement of reasons for the decision. A written copy of these findings shall be provided to the Cal Fire Ranger Unit headquarters that administers SRA fire protection in Yuba County.

11.22.100 Appeals

The decision of the Development Review Committee shall be final unless an appeal is filed in accordance with Section 11.53.150, Appeals and Calls for Review.

2. Mass transit equipment, including stock and attendant facilities serving the area in which the buildings for which the payments are made are located;
3. Transit or paratransit passes, coupons, and tickets to be made available at a discount to employees and customers and to promote and support incentives for employee ride-sharing and transit use; or
4. Transportation system management projects.

11.25.070 Location of Required Parking

- A. **Residential Uses.** Required parking for residential uses shall be located on the same lot as the dwelling served, or in an off-site parking facility as provided in Subsection (C).
- B. **Nonresidential Uses.** Required parking spaces serving non-residential uses shall be located on the same lot as the use they serve, or in an off-site parking facility as provided in Subsection (C). ~~Parking shall not be located in a front or street-facing side yard setback.~~
- C. **Off-Site Parking Facilities.** A parking facility serving one or more uses may be located on a site other than the site of one or more such use(s) if a Minor Use Permit is approved and the standards of this subsection are met.
 1. **Location.** Any off-site parking facility must be located within 400 feet—or in the case of a residential use, within 100 feet—along an accessible walkway, of the principal entrance containing the use(s) for which the parking is required.
 2. **Parking Agreement.** A written parking agreement shall be submitted with the application for an off-site parking facility. The agreement shall be subject to review and approval by the County Counsel and shall subsequently be recorded in the County Recorder's Office. The parking agreement shall include the following.
 - a. A guarantee among the landowner for access to and use of the parking facility; and
 - b. A guarantee that the spaces to be provided will be maintained and reserved for the uses served for as long as such uses are in operation.

11.25.080 Bicycle Parking

Within the Valley Growth Boundary, parking for bicycles shall be provided according to the standards of this section in conjunction with the establishment of any new land use or building, as well as in conjunction with any change in use, alteration, or expansion.

- A. **Short-Term Bicycle Parking.** Short-term bicycle parking shall be provided in order to serve shoppers, customers, messengers, guests and other visitors to a site who generally stay for a short time.
 1. **Parking Spaces Required.** For the following uses, a minimum of one bicycle space shall be provided for every 10 automobile spaces for the first 200 automobile parking spaces required, and one bicycle parking space shall be required for every 100 automobile spaces over the first 200 automobile parking spaces required. A minimum of two bicycle parking spaces shall be required per establishment.

nuisance unless another location is specific in this Chapter or within the General Plan. Property owners shall be responsible for demonstrating compliance with standards.

11.26.050 Noise

- A. **Noise Limits.** No use or activity shall create ambient noise levels that exceed the standards established in ~~Chapter 8.20, Noise Regulations, of the Yuba County Code~~the Public Health and Safety Element of and the Yuba County General Plan.
- B. **Acoustic Study.** The Planning Director may require an acoustic study for any proposed project that could cause any of the following:
1. Locate new residential uses within the 55 Community Noise Equivalent (CNEL) impact area of the Yuba County Airport;
 2. Locate new residential uses within the 55 CNEL impact area of Beale Air Force Base (excludes housing located on Base);
 3. Cause noise levels to exceed the limits in Chapter 8.20, Noise Regulations, of the Yuba County Code and Yuba County General Plan;
 4. Create a noise exposure that would require an acoustic study and noise attenuation measures listed in the Public Health and Safety Element of the General Plan; or
 5. Cause the Day-night equivalent (Ldn) noise level at noise-sensitive uses to increase 5 dB or more.
- C. **Noise Attenuation Measures.** Any project subject to the acoustic study requirements of subsection B may be required as a condition of approval to incorporate noise attenuation measures deemed necessary to ensure that noise standards are not exceeded.
1. New noise-sensitive uses (e.g. schools, hospitals, churches, and residences) shall incorporate noise attenuation measures to achieve and maintain an interior noise level of 45 Ldn.
 2. Noise attenuation measures identified in an acoustic study shall be incorporated into the project to reduce noise impacts to satisfactory levels.
 3. Emphasis shall be placed upon site planning and project design measures. The use of noise barriers shall be considered only after all feasible design-related noise measures have been incorporated into the project.

11.26.060 Vibration

No vibration shall be produced that is transmitted through the ground and is discernible without the aid of instruments by a reasonable person at the property lines of the site. Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

- A. New developments that propose vibration sensitive uses within 100 feet of a railroad or industrial facility shall analyze and mitigate potential vibration impacts to the greatest extent feasible.
- B. New developments that would generate substantial long-term vibration shall provide analysis and mitigation to achieve velocity levels of less than 78 vibration decibels as experienced at habitable structures of vibration-sensitive land uses.

- b. Recreation and laundry areas shall have sufficient parking facilities to accommodate one automobile for every 10 mobile home sites.
9. **Signs.** In addition to the requirements of Chapter 11.27, Signs, the following standards shall apply to Planned Mobile Home Parks:
- a. Adequate signs and markings indicating directions, parking areas, recreation areas, and street names shall be established and maintained in the manufactured home park. Such signs shall not exceed six square feet in area.
 - b. Signs or name plates not exceeding two square feet in area and displaying the name and address only of the occupant of the manufactured home may be erected at each mobile home site.
 - c. Signs which identify or advertise the Planned Mobile Home Park may be erected if approved by the ~~Planning Commission~~ hearing body on its action on the conditional use permit for the manufactured home park. Such signs must be located on the premises and shall not be more than 120 square feet in area. They shall not be animated or have flashing lights.
10. **Landscaping.** In addition to the landscaping requirements of Chapter 11.24, Landscape, the following landscaping provisions shall apply to all Planned Mobile Home Parks:
- a. All open areas except driveways, parking areas, walkways, utility areas, improved decks, patios, or porches shall be maintained with landscaping as hereinbefore defined.
 - b. The trees shall be planted along street frontage as may be required by the ~~Planning Commission~~ hearing body upon recommendation of the Community Development and Services Agency's Public Works Department.
11. **Walls and Fences.** Walls and fences on individual mobile home sites shall not exceed three feet in height. Walls or fences erected around the perimeter of the Planned Mobile Home Park may be required by the ~~Planning Commission~~ hearing body. The height, construction, and type of material for such perimeter walls shall be as specified by the ~~Planning Commission~~ hearing body in the permit authorizing the use.
12. **Trash Storage.** Containers for trash storage of a size, type and quantity approved by the County shall be provided. They shall be placed so as to be concealed from the street and easily accessible to the mobile home sites.
13. **Streets.** Streets within Planned Mobile Home Parks shall be provided in such a pattern as to provide convenient traffic circulation within the manufactured home park. On-street parking is not permitted. Streets shall be designed as follows:
- a. *Width.* Streets shall have a width of not less than 30 feet, including curbs.
 - b. *Curbs.* There shall be concrete roll curbs on each side of the streets.
 - c. *Paving.* Streets shall be paved in accordance to standards established by the Community Development and Services Agency's Public Works Department.
 - d. *Lighting.* Streets shall be lighted in accordance to standards established by the Community Development and Services Agency's Public Works Department.

14. **Park and Recreation Areas.** A central recreation area shall be established in each Planned Mobile Home Park created pursuant to the provisions of this chapter. The size of such area shall be at least 200 square feet per mobile home site. The recreation area may contain community club houses, swimming pools, shuffleboard courts, and similar facilities. The ~~hearing body~~**Planning Commission** may permit decentralization of the recreation facilities in accordance with principles of good planning provided that the total recreation area meets the above stated minimum size.
15. **Office.** Every Planned Mobile Home Park shall include a permanent building for office use. Such building may include a single-family dwelling for the exclusive use of the owner or manager.
16. **Laundry Rooms.** Every Planned Mobile Home Park shall have one or more laundry rooms. Laundry drying lines shall not be permitted on any mobile home site.
17. **Mail Boxes.** Each mobile home site shall be equipped with a receptacle for mail deliveries in accordance with the standards prescribed by the local residents.
18. **Storage Areas.** Areas used for the storage of travel trailers, boats, and other such items may be established in a Planned Mobile Home Park provided they are adequately screened from public view.
19. **Utilities.** All utility distribution facilities serving individual mobile home sites within the Valley Growth Boundary shall be placed underground. The owner is responsible for complying with the requirements of this Subsection and he shall make the necessary arrangements with each of the serving utilities for the installation of such facilities. Transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and other necessary appurtenant structures may be placed above ground. Water and sewer distribution facilities shall be installed in conformance with specifications of the Utility Engineer. All mobile home sites must be served with water, electricity, and a solid waste disposal.
20. **Transient Mobile Home Sites.** Sites reserved for transient mobile homes shall be so designated on the plans submitted with the application for the Planned Mobile Home Park conditional use permit. The site, yard, and property development standards of this section shall fully apply to sites reserved for transient mobile homes. Mobile homes less than 10 feet wide or with a floor bed of less than 370 square feet may occupy such designed transient mobile home sites for periods up to 90 days.
21. **Sale of Mobile Homes at Manufactured Home Parks.**
 - a. **Conditional Use Permit.** The operation of a business or occupation either full or part-time, for the purpose of manufactured home sales, shall be allowed on the premises of any legally established Planned Mobile Home Park, subject to the issuance of a Conditional Use Permit. This does not include the sale of individual manufactured homes by the owner of the unit.
 - b. **Restrictions.** In no event shall the holder of the conditional use permit or any other person maintain or allow to be maintained on the Planned Mobile Home Park premises for display any manufactured home either assembled or disassembled which is not installed on the site and connected to all utilities sufficient to be legally adequate for immediate occupancy. The maximum number of unoccupied mobile homes so installed for display shall not exceed three units at any one time.

- a. The lot on which a temporary permit for a temporary housing is granted must meet the same setbacks as that required for the primary residence. At least ten feet of separation shall be provided between the primary residence and temporary housing.
- b. The project must comply with all other statutes and ordinances relating to health and building codes. Due to the temporary nature of the housing, Capital Facility Fees shall not be collected.
- c. The occupants of the temporary housing shall be limited to: relatives ~~of the property owner~~ ~~or a~~ licensed caregiver needed to care for a member of the primary household; or a caretaker of the property.
- d. *Conditions/Recorded Agreement.* The applicant shall sign an agreement that at the conclusion of the permit or upon violation thereof, the temporary housing shall be removed from the property or the County may be authorized to remove the residence and record a lien on the property for the cost thereof. Such agreement may be recorded.

3. ***Time Limits and Extensions.***

- a. A Temporary Use Permit to allow Temporary Housing shall be granted for no more than a two-year period. The applicant may apply for additional two-year extensions, not to exceed a total of six years unless approved by the ~~Board of Supervisors~~ CDSA Director.
- b. A Temporary Use Permit to allow a Temporary Housing Unit shall expire if the temporary residence is removed from the property or if the residence is no longer occupied by a qualifying relative or the TUP has not been renewed.

F. **Temporary Emergency Shelters.** Temporary Emergency Shelters, as defined in Chapter 11.72, Use Classifications, are permitted according to the following standards. (For permanent shelters, see Section 11.32.090, Emergency Shelters).

1. ***Zoning Clearance.*** Temporary emergency shelters in any zoning district are permitted with a Zoning Clearance if they meet all of the following standards:
 - a. The shelter will operate for no more than 26 days in any 90-day period.
 - b. No other temporary emergency shelter may be operated within 500 feet during the same 90-day period.
2. ***No Permit or Clearance Required.*** Facilities providing lodging and other services during a declared emergency are exempt from the above requirement for a CDSA Clearance.

G. **Temporary Sales Events.** Temporary sales that meet the standards of this subsection are permitted for up to seven days within a 90 day period. Sales events for a longer period or that exceed the standards may be allowed with a Temporary Use Permit.

1. ***General Requirements.*** The following requirements apply to all temporary sales events:
 - a. **Location.** Sales events are limited to non-residential districts. The sales event must be conducted solely on private property and not encroach within the public right-of-way or occupy needed parking at the time of the event.

- C. **Public Hearing.** Upon determining that an application for a tentative map is complete, the Planning Director shall schedule the proposed map for review and public hearing and shall provide notice of the public hearing according to the requirements of Section 11.53.050, Notice of Public Hearings.
- D. **Report or Recommendation.** Any report or recommendation on a tentative map by the staff of the County to the Development Review Committee, Planning Commission or Board of Supervisors shall be in writing, and a copy thereof shall be served upon the applicant at least three days prior to any hearing or action on such map by the governing body.

11.40.040 Action on the Tentative Map

- A. **Final Date of Filing.** The application is not to be considered filed for purposes of Subsection 11.40.040(B), Action Required, below, until a certificate of exemption from environmental review or a negative declaration is approved and adopted or, if an environmental impact report is required, the EIR is finally approved and adopted and these documents are filed as required by law. The governing body may review the application prior to filing but may not take final action until filing is completed.
- B. **Action Required.** Within 50 days after the date upon which the application is deemed finally filed, unless the applicant and the Planning Director agree to extend said time period, the governing body shall approve, conditionally approve or disapprove a tentative parcel map by a majority vote of the Committee. The Planning Director shall supply the applicant with a written statement of the action taken by the Committee.
- C. **Basis for Action.** The approval, conditional approval, or denial of a tentative map shall be based on the ordinances, policies, and standards in effect on the date of notification to the developer of the determination that the application is complete. If the County has initiated formal proceedings and published notice of an ordinance or resolution amending ordinances, policies, and standards applicable to the developer's project prior to acceptance of a complete application, the amended ordinances, policies, and standards in effect on the date of complete application shall apply.
- D. **When Deemed Approved.** If no action is taken by the Development Review Committee (in the case of a tentative parcel map) or the Planning Commission (in the case of a tentative subdivision map) within the time limit as specified, and all other State and County requirements have been met, including but not limited to the California Environmental Quality Act, the tentative map application shall be deemed to be approved if it complies with other applicable provisions of the Subdivision Map Act, this division, other County ordinances, and the General Plan, and it shall be the duty of the County Clerk to certify the approval. The appeal period to the Board of Supervisors shall begin on the date of such certification.
- E. **Required Findings for Approval.** The Development Review Committee (in the case of a tentative parcel map) or the Planning Commission (in the case of a tentative subdivision map) may approve or conditionally approve a tentative map only if it makes all of the following findings:
 - 1. **Consistency.** The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, ~~this the~~ the Development Code, and other applicable provisions of the County Code. A proposed subdivision shall be considered consistent with the General Plan or a specific plan only when the proposed subdivision or land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan.

GENERAL PLAN DESIGNATION			NATURAL RESOURCES							RURAL COMMUNITY			VALLEY NEIGHBORHOOD													ADDITIONAL REGULATIONS		
ZONING DISTRICTS			Agricultural			Natural Resources				Rural Community			Residential				Commercial & Mixed Use						Industrial			Special Purpose		
ZONING			AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹			
RESIDENTIAL USE CLASSIFICATIONS																												
Residential Housing Types																												
Duplex/Two-Unit			-	-	-	-	-	-	-	-	-	-	M	P	P	-	-	P	-	-	-	-	-	-	-			
Multi-Unit			-	-	-	-	-	-	-	-	-	-	P	P	-	M	M	P	M ¹	M ²	-	-	-	-	-			
Second Dwelling Unit			Z	Z	-	-	-	-	Z	Z	Z	Z	Z	Z	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.240		
Single-Unit Dwelling Attached			-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	-	-	-	-	-	-	-			
Single-Unit Dwelling Detached			P	P	A	-	P	-	P	P	Z	P	P	P	-	-	-	-	-	-	-	-	-	-	-			
Family Day Care																												
Large			-	A	-	-	-	-	A	A	A	A	A	A	-	-	A ¹	A ¹	A ¹	-	-	-	-	-	-			
Small			P	P	P ¹	-	-	-	P	P	P ⁴	P	P	P	P	-	P ¹	P ¹	P ¹	-	-	-	-	-	-	Per 11.32.110		
Caretaker Residence			-	-	AP	P	-	P	-	-	AP	-	-	-	-	AP	-	-	-	-	AP	AP	AP	AP	-	Per 11.32.070		
Employee Housing			A	A	A	A	A	A	-	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.100		
Residential Boarding Facilities			M	M	-	-	-	-	M	M	M	M	M	M	M	-	-	A ¹	A ¹	-	-	-	-	-	-			
Mobile Home Parks			-	-	-	-	-	-	-	C	C	-	-	M	P	-	-	-	-	-	-	-	-	-	-	Per 11.32.190		
Residential Care & Social Service Facilities																												
General (10+)			-	C	-	-	-	-	C	C	-	-	C	M	-	-	-	-	-	-	-	-	-	-	-			
General (7-10)			-	M	-	-	-	-	M	M	M	M	M	M	P	-	-	A ¹	A ¹	-	-	-	-	-	-	Per 11.32.230		
Limited (6)			P	P	P ¹	-	-	-	P	P	P	P	P	P	P	-	P ¹	P ¹	P ¹	-	-	-	-	-	-			
Single Room Occupancy			-	-	-	-	-	-	-	-	-	-	-	P	-	A	A	A	A	M ²	-	-	-	-	-	Per 11.32.250		
Supportive Housing			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Transitional Housing			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Home Occupation			P	P	P	P ¹	P ¹	P ¹	P	P	P	P	P	P	P	P ¹	P ¹	P ¹	P ¹	-	-	-	-	-	-	Per 11.32.130		
PUBLIC & SEMI PUBLIC USE CLASSIFICATIONS																												
Cemetery			C	C	-	-	-	C	-	C	C	-	-	-	-	-	-	-	-	-	-	-	C	C	-			
Colleges/Trade Schools			-	C	C ²	-	-	-	-	C	C	-	-	-	-	M	M	C ⁴	-	M	C	-	M	M	-			
Community Assembly			-	C	-	-	-	-	C	C	P	C	C	C	C	P	P	P ³	A	M	-	-	M	M	-			
Community Garden/Urban Agriculture			P	P	M ⁵	-	-	-	-	-	-	M ¹	M ¹	M ¹	M ¹	A ⁴	A ⁴	A ⁴	A ⁴	-	A ⁷	A ⁷	M ⁴	-				
Cultural Institutions			-	C	-	-	-	C	C	C	P	C	C	C	C	M	P	P ³	P	P	-	-	M	P	-			
Outdoor & Large Scale Cultural Institutions			-	C	-	-																						

GENERAL PLAN DESIGNATION	NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS	
ZONING DISTRICTS	Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use				Industrial			Special Purpose				
ZONING	AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹		
<i>Passive Recreation</i>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-		
<i>Active Recreation</i>	M	M	M	-	C	C	M	M	M	M	M	M	M	M	M	M	M	M	-	-	-	M	-		
Parking: Public or Private	-	-	-	-	-	-	-	-	P	-	-	-	-	Z	Z	Z ³	A	Z	A	P	P	Z	-		
Schools	-	C	-	-	-	-	C	C	C	C	C	C	C	-	M	C	-	M	-	-	-	M	-		
COMMERCIAL USE CLASSIFICATIONS																									
Adult-Oriented Business	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	M	M	-	-		
Animal Care: Sales & Services																									
<i>Grooming</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	A	-	-		
<i>Pet Sales & Associated Services</i>	M	M	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	A	P	-	-	-	-	-		
<i>Kennels</i>	A	A	-	-	-	-	C	M	M	C	-	-	-	C	-	-	-	-	-	A	A	-	-	Per 11.32.040	
<i>Veterinary Services</i>	-	C	-	-	-	-	-	C	A	-	-	-	-	P ²	M	P ^{2,4}	-	M	-	-	P	M	-		
Banks & Financial Institutions	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	-	-	-		
Bars & Drinking Establishments	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	A ³	A	P	Z ²	-	-	-	Z ²		
Business Services	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	P	-	-		
Drive-In & Drive Thru Facilities (retail establishment)	-	-	-	-	-	-	-	-	Z	-	-	-	-	Z	Z	Z ³	-	Z	Z ²	-	-	-	-	Per 11.32.080	
Entertainment & Recreation																									
<i>Campground</i>	C	C	-	-	M	M	-	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	Z ²	Per 11.32.060	
<i>Hunting/Fishing Club</i>	A	M	-	M	Z ⁴	Z ⁴	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<i>Incidental Hunting & Fishing</i>	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<i>Indoor Entertainment & Recreation</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ⁴	M	P	M	-	M	-	Z		
<i>Outdoor Entertainment</i>	M ³	C ³	-	-	M ²	M ²	-	C ¹	C	-	-	-	-	-	-	-	-	C	M	-	-	-	Z		
<i>Outdoor Sports & Recreation</i>	M ³	C ³	-	-	M ²	M ²	-	C ¹	C	-	-	-	-	-	-	-	-	C	M	-	-	-	Z		
<i>Temporary Uses & Special Events</i>	Per 11.32.300																								
Food & Beverage Sales																									
<i>Farmers Market</i>	Per 11.32.120			-	-	-	Per 11.32.120			Per 11.32.120				Z	Z	A	A	Z	-	-	-	Z	-	Per 11.32.120	
<i>General Market</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	-	-	-	-	-		
<i>Liquor Stores</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	P	P	-	-	-	-	-		
Food Preparation	-	-	A	-	-	-	-	-	P	-	-	-	-	P	P	P ³	M	P	-	-	P	-	-		
Funeral Parlors & Internment Services	-	-	-	-	-	-	-	-	A	-	-	-	-	P	A	-	-	-	-	-	P	-	-		
Lodging																									
<i>Agricultural Homestays</i>	*	*	-	-	-	C	*	*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.140	
<i>Bed & Breakfast</i>	*	*	-	-	-	-	*	*	*	*	*	-	-	-	-	P ¹	P ¹	-	-	-	-	-	-		
<i>Health Resort & Retreat Center</i>	C	C	-	-	-	-	-	C	C	-	-	-	-	P	P	P ⁴	A	P	-	-	-	-	-		
<i>Hotels & Motels</i>	-	C	-	-	-	-	-	-	P	-	-	-	-	P	P	M ⁴	A	P	P	-	-	-	Z		
Maintenance & Repair Services	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P ³	P	P	M	P	P	-	-		
Manufactured Home Sales Lots	-	-	-	-	-	-	-	-	M	-	-	-	-	M	-	-	-	-	C	P	P	-	-		
Neighborhood Services	-	-	-	-	-	-	A	A	P	A	A	A	A	P	P	P	P	P	-	-	-	-	-		
Professional Services																									
<i>Business & Professional</i>	-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-		

GENERAL PLAN DESIGNATION		NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS	
ZONING DISTRICTS		Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use					Industrial			Special Purpose			
ZONING		AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹		
Medical & Dental		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-		
Personal Services																										
General		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	M	-	M	-	-		
Instructional Services		-	M	-	-	-	-	-	-	P	-	-	-	-	P	P	p ³	P	P	M	-	M	-	-		
Tattoo or Body Modification Parlor		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	p ⁴	P	P	M	-	M	-	-		
Restaurants																										
With Drive-Thru		-	-	-	-	-	-	-	-	M	-	-	-	-	P	P	p ⁴	-	P	Z ²	-	-	-	Z ²	Per 11.32.080 & 11.32.160	
Without Drive-Thru		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	p ⁴	P	P	Z ²	-	-	-	Z ²		
Retail Sales																										
Building Materials & Services		-	-	M	-	-	-	-	-	P	-	-	-	-	P	P	p ⁴	-	-	-	A ³	A ³	-	-	Per 11.32.170	
Convenience Retail		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	-	-	-		
General Retail		-	-	-	-	-	-	-	-	P	-	-	-	-	P	P	P	P	P	Z ²	-	-	-	-		
Large Format Retail		-	-	-	-	-	-	-	-	-	-	-	-	-	M	M	-	-	M	M	-	-	-	-		
Nurseries & Garden Centers		M ⁴	M ⁴	M ⁴	-	-	-	-	M ²	P	-	-	-	-	P	P	p ⁴	-	-	-	A ³	A ³	-	-		
Vehicle Sales & Services																										
Rentals, Sales & Leasing		-	-	-	-	-	-	-	-	P	-	-	-	-	P	M	C ⁴	-	-	p ⁴	-	M	-	-	Per 11.32.050	
Repair: Major		-	-	M ²	-	-	-	-	-	M	-	-	-	-	A	-	-	-	-	p ⁴	A	M	-	-		
Service & Repair: Minor		-	-	M ²	-	-	-	-	-	P	-	-	-	-	P	M	C ⁴	-	-	p ⁴	P	A	-	-		
Trucks & Heavy Equipment Sales, Service & Rental		-	-	P	-	-	-	-	-	C	-	-	-	-	C	-	-	-	-	p ⁴	A	M	-	-		
Service Station		-	-	M	-	-	-	-	-	P	-	-	-	-	P	P	p ⁴	-	P	p ⁴	P	P	-	-		
Towing & Impound		-	-	M	-	-	-	-	-	M	-	-	-	-	M	C	-	-	-	-	P	M	-	-		
Washing		-	-	M ²	-	-	-	-	-	P	-	-	-	-	P	P	A ⁴	-	A	Z ⁵	P	Z ⁵	-	-		
INDUSTRIAL USE CLASSIFICATIONS																										
Construction & Materials Yard		-	-	p ²	p ³	p ³	-	-	-	M	-	-	-	-	C	-	-	-	-	M	P	A	-	-		
Custom Manufacturing		-	M	M ²	-	-	-	-	-	A	-	-	-	-	P	M	C ⁴	-	C	M	P	P	-	-		
General Industrial		-	-	C	A ⁷	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	M	-	-		
Intensive Industrial		-	-	-	A ⁷	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-		
Limited Industrial		-	-	M	-	-	-	-	-	C	-	-	-	-	P	-	-	-	C	C	P	P	-	-		
Recycling Facilities																										
Recycling Collection Facility		-	-	-	-	-	-	-	-	P	-	-	-	-	Z	A	A	-	Z	Z ⁵	p ⁸	p ⁸	-	-	Per 11.32.220	
Recycling Processing Facility		-	-	-	-	-	-	-	-	M	-	-	-	-	M	-	-	-	-	-	P	A	C	-		
Research & Development		-	-	-	A ⁷	-	-	-	-	M	-	-	-	-	M	-	-	-	P	P	A	P	-	-		
Salvage & Wrecking		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	M	C	-	-		
Warehousing, Storage & Distribution																										
Auction Facilities		p ⁵	-	p ⁵	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	M	A	M	-	-		
Chemical, Mineral & Explosive Storage		C	-	C	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	M	C	-	-		
Indoor Warehousing, Wholesaling & Distribution		-	-	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-	C	P	P	-	-		
Outdoor Storage		p ⁶	p ⁶	p ⁶	-	-	-	-	-	C	-	-	-	-	M	-	-	-	-	-	P	A	-	-	Per 11.19.070	

Personal Storage	-	M	-	-	-	-	-	C	M	C	C	C	-	P	C	C	-	-	M	M	P	-	-	Per 11.32.180	
GENERAL PLAN DESIGNATION	NATURAL RESOURCES						RURAL COMMUNITY			VALLEY NEIGHBORHOOD														ADDITIONAL REGULATIONS	
ZONING DISTRICTS	Agricultural			Natural Resources			Rural Community			Residential				Commercial & Mixed Use				Industrial			Special Purpose				
ZONING	AE	AR	AI	EX	TP	RPR	RE	RR	RC	RE	RS	RM	RH	GC	CMX	NMX	DC	EC	IC ¹	IG	IL	PF	SE ¹		
TRANSPORTATION, COMMUNICATIONS & UTILITIES CLASSIFICATION																									
Airports & Helicopters	C	C	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	-		
Agricultural Runways & Airport Facilities	P	P	P	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Commnication Facilities	Per 11.32.290																								
Freight Truck Terminals & Warehouses	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	A	-	-		
Light Fleet - Based Services	-	-	-	-	-	-	-	-	M	-	-	-	-	P	M	-	-	-	M	P	P	-	-		
Transportation Passenger Terminals	-	-	-	-	-	-	-	-	C	-	-	-	-	P	M	-	-	-	C	A	P	M	-		
Major Utilities	C	C	C	C	C	C	-	C	C	-	-	-	-	C	C	-	-	-	C	M	C	C	-		
Minor Utilities	A	A	P	P	P	M	C	M	M	C	C	C	C	M	M	C	-	M	P	P	P	P	Z ²		
On-site Biomass	Z ⁵	A ⁸	P ⁸	-	P ³	M ³	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Renewable Energy Systems																									
Personal Hydro Energy System	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	Per 11.32.260	
Personal Solar Energy System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Large Solar Generation Facility	C	C	C	-	C ³	-	-	C	C	-	-	-	-	C	-	-	-	C	C	A	M	C	-		
Small Solar Generation Facility	M	M	M	-	M ³	M ³	M	M	M	-	-	-	-	M	M	M	M	M	M	M	M	M	-		
Personal Wind Energy System	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	-	-	-	P	P	P	P	P		
Large Wind Generation Facility	C	C	C	-	C ³	-	-	C	C	-	-	-	-	-	-	-	-	-	-	C	-	C	-	Per 11.32.270	
Small Wind Generation Facility	M	M	M	-	M ³	-	-	M	M	-	-	-	-	-	-	-	-	-	-	M	-	M	-		
AGRICULTURAL & EXTRACTIVE USE CLASSIFICATIONS																									
Agricultural Labor Housing	P	P	P	-	P	-	-	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.030	
Agricultural Processing	M	M	P	-	-	-	-	-	M	-	-	-	-	-	-	-	-	-	-	P	M	-	-		
Animal Raising - Imported Feed	P	P	P	-	-	-	P	P	P ⁵	*	*	*	*	-	-	-	-	-	-	-	-	-	-	Per 11.32.040	
Crop Production	P	P	P	-	-	-	P	P	P ⁵	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Custom Farm Services	P	A	P	-	-	-	-	A	P	-	-	-	-	-	-	-	-	-	C	P	P	-	-		
Dairy	P	M	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Farm Machinery & Equipment, Sales & Service	M	M	P	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	Z	P	M	-	-		
Feed & Farm Supply Store	M	M	P	-	-	-	-	M	A	-	-	-	-	-	-	-	-	-	-	P ³	P ³	-	-		
Grazing (Animal Raising)	P	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Mining	SMP	SMP	SMP	SMP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.280	
Agricultural Packing & Storage																									
On-site Products	P	P	P	-	-	-	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Off-site Products	M	M	P	-	-	-	-	C	M	-	-	-	-	-	-	-	-	-	-	P	A	-	-		
Produce Stand	P	P	P	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Per 11.32.200	
Ranch Marketing	Per 11.32.210						Per 11.32.210						-	-	-	-	-	-	-	-	-	-	-	Per 11.32.210	
Resource Protection & Restoration	P ⁷	P ⁷	P ⁷	P ⁴	P ⁴	P ⁴	M ³	P ³	P ³	M	M	M	M	P ⁵	P ⁵	P ⁵	P ⁵	P ⁵	P ⁶	P ⁶	P ⁶	P ³	-		
Sales Lot, Feed Lot, Stockyard	C	C	C	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-	-	C	-	-	-		
Slaughterhouse	C	C	C	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C	-	-	-		
Wineries & Tasting Rooms	Per 11.32.320						Per 11.32.320						-	-	-	-	-	-	-	-	-	-	-	Per 11.32.320	
Timber Production & Harvesting	P	P	P	-	P	* ⁵	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Timber Processing	M	M	P	-	M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	C	-	-		

Key To Permit Requirements	
Principally Permitted Use	P
Zoning Clearance	Z
Administrative Use Permit Required	A
Minor Conditional Use Permit Required	M
Conditional Use Permit Required	C
Surface Mining Permit	SMP
As Outlined in Additional Regulations Section	*
Use is Not Allowed	-

Agricultural Districts

1. When located within an existing legally permitted single family residence.
2. That are directly related to agricultural uses and processes including maintenance of associated equipment.
3. Recreation and entertainment uses directly related to agricultural and natural resource uses such as but not limited to equestrian and rodeo facilities.
4. Wholesale nursery operations only.
5. Livestock & Farm Equipment Auctions only. Limited to 2 events per year not to exceed 3 days per event. Additional events allowed through approval of a TUP.
6. Agricultural vehicles and equipment only and must be associated with on-site agricultural operation or business.
7. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
8. When it will not impact on-site or adjacent agricultural operations.

Rural Community Districts

1. Uses that are typically associated with rural communities such as but not limited to equestrian facilities and shooting/archery ranges as determined by the Zoning Administrator.
2. Wholesale nursery operations only.
3. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
4. When located within an existing legally permitted single family residence.
5. Permitted on parcels that are at least five acres in size unless a Waiver is approved.

Residential Districts

1. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Commercial & Mixed Use Districts

1. When located within an existing legally permitted residence.
2. Permitted when conducted entirely within a building. Outdoor kennels and dog runs require approval of a Minor Conditional Use Permit.
3. NMX properties located outside of a mixed-use corridor as identified in the General Plan or that do not front on an urban arterial or collector road requires approval of a Minor Conditional Use Permit.
4. Only allowed within mixed-use corridors identified in the General Plan or properties that front on an urban arterial or collector road.
5. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
6. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Industrial Districts

1. All uses within the IC district must be consistent with Measure R.
2. Employee/workforce housing 16 to 40 units per acre & support services related to a permitted employment generating use.
3. Wholesale only. In addition, in the IL district must be conducted inside a building.
4. All repair, bodywork, and/or painting must be conducted inside a building.
5. When ancillary to a permitted or conditionally permitted use.

6. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
7. Community Gardens/Urban Agriculture: as an interim land use on vacant property.
8. Recycling collection only permitted when associated with an approved recycling processing facility.

Special Purpose Districts

1. All uses within the Highway 65 SE district must be consistent with Measure R.
2. When associated with a permitted sports and entertainment facility.
3. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
4. Community Gardens/Urban Agriculture: as an interim land use on vacant property.

Natural Resources Districts

1. Only when there is a pre-existing legally permitted residence or approved caretakers unit.
2. Only those types of entertainment & recreation uses that are compatible with the Natural Resources designation as determined by the Zoning Administrator.
3. Only when associated with or will not negatively impact a permitted mining, extraction, timber operation, or other permitted use as determined by the Zoning Administrator.
4. Copies of any easements or land development restrictions shall be submitted to the Planning Department.
5. Less than 3 acres requires approval of a Zoning Clearance. Over 3 acres requires approval of an Administrative Use Permit. A finding must be made that the harvesting of tree is necessary for the health and maintenance
6. Single-unit dwellings are allowed as a "compatible use" as defined in Government Code Subsection 51104(h) of the Timber Production Act and shall not be used as a mechanism to further subdivide timber lands.
7. General Industrial and Intensive Industrial uses not ancillary to a permitted mining operation when a finding can be made that the use will not be detrimental to the adjacent mining operations or is inconsistent with the




COUNTY OF YUBA

YUBA COUNTY CODE EDIT TO MAKE MINOR AMENDMENTS, MODIFICATIONS, AND CORRECTIONS TO THE COUNTY OF YUBA DEVELOPMENT CODE AND ZONING MAP

INITIAL STUDY AND NEGATIVE DECLARATION

April 2017

	<p>INITIAL STUDY/NEGATIVE DECLARATION OA2017-001: Yuba County Code Edit to make minor amendments, modifications, and corrections to the County of Yuba Development Code and Zoning Map</p>
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Project Title: Yuba County Code Edit to make minor amendments, modifications, and corrections to the County of Yuba Development Code and Zoning Map (also referenced as "the Project")

Lead Agency Name and Address: Yuba County Community Development & Services Agency
Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

Project Location: Countywide - Yuba County, CA
Figure 2 illustrates the regional location of Yuba County

Project Sponsor's/Owner's Name and Address: County of Yuba
915 8th Street, Suite 123
Marysville, CA 95901

Contact Person: Kevin Perkins, Principal Planner

Phone Number: (530) 749-5470

Date Prepared: April 18, 2017

INTRODUCTION AND BACKGROUND

This document is an Initial Study to evaluate the potential environmental effects of minor amendments, modifications, and corrections to the County of Yuba's proposed Development Code Edit (DC) and Official Zoning Map.. The Project components are designed to be consistent with and implement the County's 2030 General Plan and state statute. This Initial Study / Negative may be viewed and printed by going to the County's website at <http://www.yubazoningedit.org>. Copies of these documents may also be reviewed at the Yuba County Library, The Yuba County Board of Supervisors Office (Government Center 915 8th Street, Suite 109), or the Community Development and Services Agency public counter (Government Center Suite 123).

In June 2011, the Yuba County Board of Supervisors (the Board) adopted the Yuba County 2030 General Plan and EIR. The Housing Element was subsequently updated and adopted January 2014. Zoning and land use ordinances are used to implement the goals and policies of the General Plan. As such, the Yuba

County 2030 General Plan (GP) calls for comprehensive revisions to the County's zoning ordinance and related land use regulation.

On July 21, 2015 the Board adopted the Yuba County Development Code (DC) and Zoning Map. This was a wholesale update to the code and map to better reflect the goals of the County's comprehensive General Plan Edit that was completed in 2011. The Project includes the minor amendments modifications, and corrections to the adopted Development Code and County's Zoning Map to ensure consistency with the 2030 General Plan (including the adopted Housing Element). The Project will guide future development and design to implement the 2030 General Plan by:

- Promoting quality design through standards and performance requirements;
- Responding to community concerns about neighborhood character and economic development;
- Protecting agricultural lands, rural landscapes, and other natural resources;
- Revitalizing existing suburban and urban neighborhoods;
- Complying with State and federal requirements and current case law;
- Streamlining development review; and
- Providing clear, concise, and consistent regulations

General Plan Designation: Countywide, applicable to all land within the unincorporated area of the County. Thus, the Project applies to all General Plan designations (Valley Neighborhood, Rural Community, Natural Resources, Public Facility, Commercial Mixed Use, Employment, Employment Village and Planning Reserve).

Zoning: Countywide, applicable to all land and zone districts within the unincorporated area of the County.

PURPOSE AND LEGAL AUTHORITY

In accordance with the California Environmental Quality Act (Public Resources Code § 21000, et. seq.) and the 2013 State California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations Title 14, Division 6, Chapter 3, §15000 et.seq.), the County of Yuba as lead agency is required to undertake the preparation of an Initial Study to determine whether the Project would have a significant environmental impact. If, as a result of the Initial Study, the lead agency finds that there is evidence that any aspect of the Project may cause a significant environmental effect, the lead agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze Project-related and cumulative environmental impacts. Alternatively, if the lead agency finds that there is no evidence that the Project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the lead agency shall find that the Project would not have a significant effect on the environment and shall prepare a Negative Declaration or Mitigated Negative Declaration (ND or MND) for the Project. Such determination can be made only if "there is no substantial evidence, in light of the whole record before the lead agency" that such an effect may occur (Section 21080(c), Public Resources Code).

Additionally, Section 15152 of the CEQA Guidelines allows an EIR or ND to tier from the environmental analysis of an earlier EIR or ND as follows:

"Tiering refers to using the analysis of general matters contained in a broader EIR with later EIRs and negative declarations on narrower projects; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative

declaration solely on the issues specific to the later project....Tiering is appropriate when the sequence of analysis is from an EIR prepared for a general plan, policy or program to an EIR or negative declaration for another plan, policy, or program of lesser scope, or to a site-specific EIR or negative declaration."

Section 15168(c) of the CEQA Guidelines further states a program EIR may be used with later activities:

"Use with Later Activities: Subsequent activities in the program must be examined in the light of the program EIR to determine whether an additional environmental document must be prepared.

- 1. If a later activity would have effects that were not examined in the program EIR, a new initial study would need to be prepared leading to either an EIR or a negative declaration.*
- 2. If the agency finds that pursuant to Section 15162, no new effects could occur or no new mitigation measure would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.*
- 3. An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into subsequent actions in the program.*
- 4. Where the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were covered in the program EIR.*
- 5. A program EIR will be most helpful in dealing with subsequent activities if it deals with the effects of the program as specifically and comprehensively as possible. With a good and detailed analysis of the program, many subsequent activities could be found to be within the scope of the project described in the program EIR, and no further environmental documents would be required."*

Pursuant to CEQA, the County of Yuba has prepared this Initial Study/Negative Declaration (IS/ND) to evaluate the potential environmental effects of the proposed Project (Development Code changes and Zoning Map). This IS/ND addresses all environmental issues listed in Appendix G of the CEQA Guidelines. Since the Project is consistent with the Yuba County 2030 General Plan, this IS/ND tiers with and incorporates, by reference, the County's previously certified Program Environmental Impact Report [EIR] (June 2011) prepared for the 2030 General Plan pursuant to CEQA Guidelines Sections 15150, 15152, and 15168.

The proposed Project would make revisions, additions, corrections and clarifications to various sections of the County Code to ensure consistency with and successful implementation of the 2030 General Plan. The Development Code project also includes a Zoning Map that have also been identified in the 2030 General Plan as implementation tools for various goals and policies.

The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the DC and the GP. The Project would not permit land uses of greater density or height than permitted under the 2030 General Plan and would not allow new development in

areas where such development is prohibited under the 2030 General Plan. Based on the analysis provided within, the Initial Study/Negative Declaration has concluded that adoption of the proposed Project would not result in new significant impacts on the environment that have not been previously examined or adequately addressed in the Yuba County 2030 General Plan Program EIR.

This IS/ND, which is ultimately required to be adopted by the Yuba County Board of Supervisors in accordance with CEQA, is intended as an informational document. This IS/ND addresses all environmental issues listed in Appendix G of the CEQA Guidelines. Future land uses allowed pursuant to the proposed Development Code will be subject to permitting and project specific use, development and design conditions as governed by the Development Code, as edited. Additionally, future land uses would be subject to review on a project-by-project basis to determine compliance with CEQA. If necessary, project-level CEQA review will be required to determine project-specific impacts. Evaluation of future project-level impacts would be too speculative to include in this IS/ND (see CEQA Guidelines Section 15145).

Prior Environmental Documents: The Yuba County 2030 General Plan Program EIR, from which this ND is tiered with, evaluated impacts associated with the 2030 General Plan, including cumulative impacts associated with future development occurring under the 2030 General Plan. The 2030 General Plan Program EIR is available for public review at the County of Yuba Community Development and Services Agency, located at 915 8th Street, Suite 123; Marysville, California.

County of Yuba 2030 General Plan Program Environmental Impact Report (EIR), June 2011, State Clearinghouse No. SCH #20100625

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, as indicated by the checklist and corresponding discussion on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Tribal Cultural Resources | | |

DETERMINATION:

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Planner's Signature

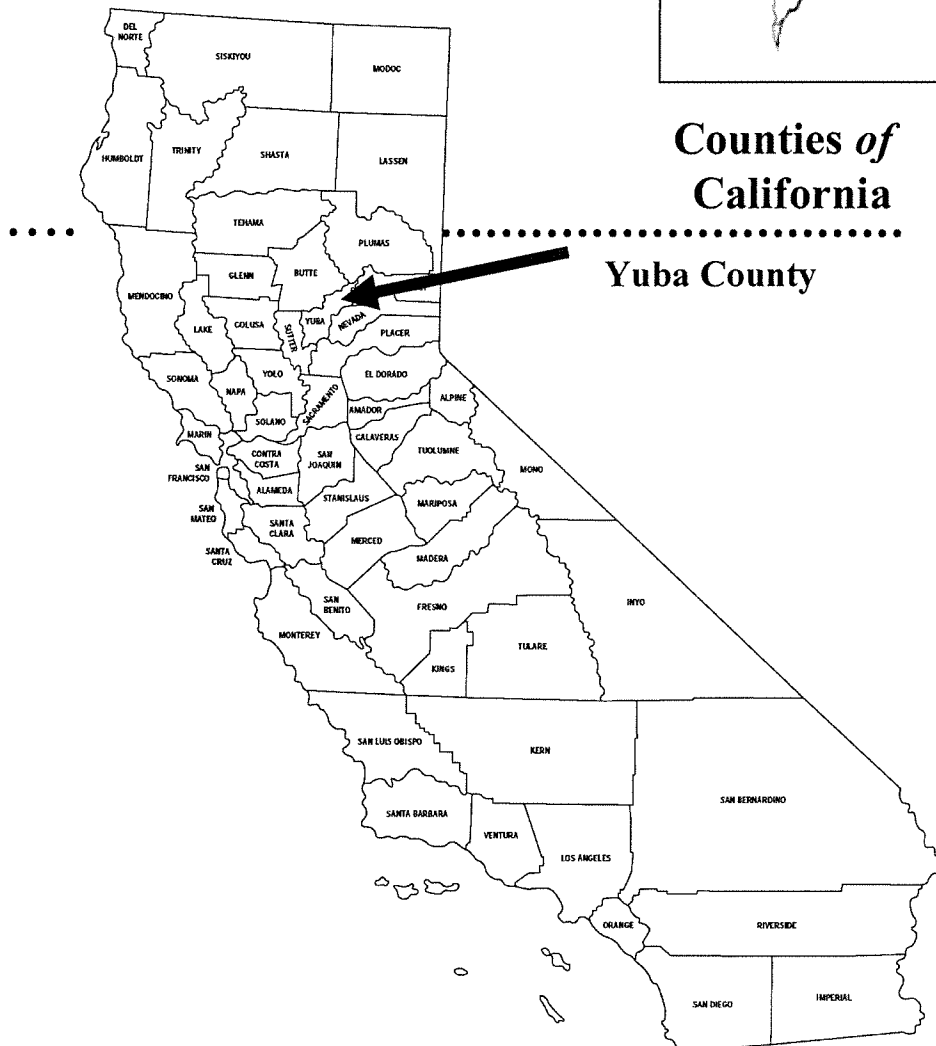
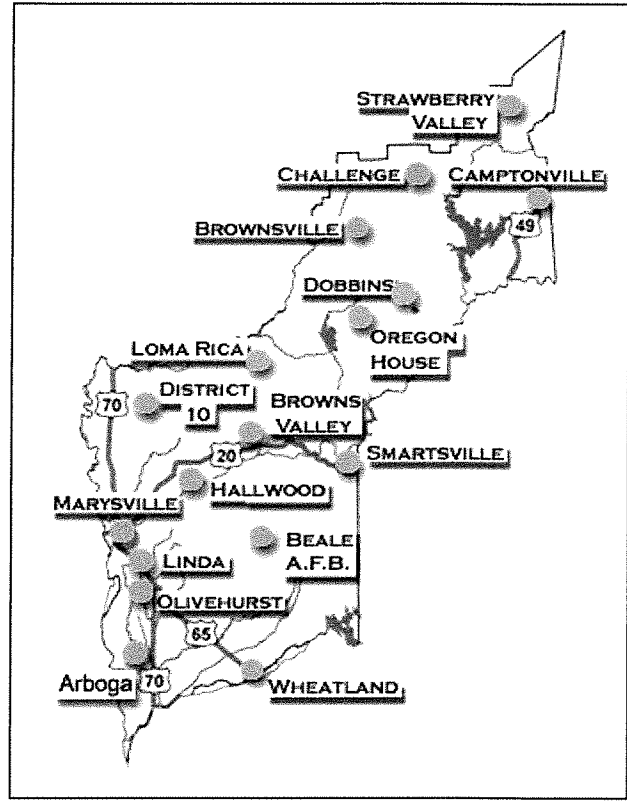
Kevin Perkins, Principal Planner

Date

ENVIRONMENTAL SETTING

Yuba County is located in the Southern Sacramento Valley, approximately 40 miles north of the State Capitol, Sacramento. Its boundaries stretch from the farms and orchards of the valley to the timberlands of the Sierras. With an estimated population of 73,000, Yuba County contains the cities of Marysville and Wheatland, and more than a dozen unincorporated communities.

The County includes a variety of habitat and vegetation types, with major elevation changes rising from west to east, along with significant lakes, rivers, and other waterways. Agricultural, forest, urban, suburban, and rural land uses constitute most of the landscape in Yuba County.



PROJECT DESCRIPTION

On June 7, 2011 the Yuba County Board of Supervisors adopted a comprehensive edit of the County's General Plan (2030 General Plan) to bring the Plan into conformance with current State law, ensure internal consistency, respond to issues raised by residents, and outline the specific goals, policies and action programs for the County for the next 20 years and beyond. The Housing Element was subsequently amended and adopted in January 2014. The Project consists of a number of planning tools discussed below designed to implement 2030 General Plan goals and policies.

Development Code Edit

The County of Yuba is undertaking minor revisions to the Development Code adopted July 21, 2015 and the Official Zoning Map of the County of Yuba in order to bring them into compliance with its General Plan, last comprehensively updated in 2011. The Development Code and Official Zoning Map have been in use for approximately two years. A number of minor amendments, modifications, and corrections to the County of Yuba's recently adopted Development Code and Official Zoning Map became apparent based on use of the documents.

The Development Code is organized into six divisions that are further broken up into chapters. Each division contains chapters covering specific topics. Some of the specific chapters where changes have occurred include:

- Division II – Zoning and Overlay Districts. Division II is a main part of the Development Code zoning provisions, where use allowances and restrictions, height and density limits, and other development standards are established within each zoning district.
- Division III – Regulations Applying to Some or All Districts. Division III includes regulations that apply to all development, as well as regulations applicable to certain types of uses such as but not limited to animal keeping, home occupations, ranch marketing, and temporary uses. The Division includes development standards such as fencing, setbacks and yards, accessory structures, parking regulations, and signage
- Division IV – Land Divisions. Division IV includes the provisions for subdividing land consistent with the State of California Subdivision Map Act (Government Code § 66410-66413.5) and Yuba County Ordinance Code.

Proposed Zone Changes

In addition to minor amendments, modifications, and corrections to Yuba County Development Code text there are a number of changes needed to the Official Zoning Map. These changes are as a result of mapping errors, inconsistencies with the 2030 General Plan, and public input. All proposed map changes are consistent with 2030 General Plan policies and guidelines. In addition to the following proposed changes there may be additional minor corrections or modifications needed to bring the Official Map consistent with 2030 General Plan and state statutes.

ENVIRONMENTAL CHECKLIST

This Initial Study has been prepared consistent with California Environmental Quality Act (CEQA) Guidelines Section 15063, to determine if the Project, as proposed, may have a significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Negative Declaration.

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).
- 2) All answers must take account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or

outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significant.

I. AESTHETICS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a), b), c), and d) *Less Than Significant Impact* – A scenic vista is typically defined as a public view of highly valued visual and scenic resources such as distant mountain ranges. County topography ranges from relatively flat valley area to elevated Sierra Nevada. Major prominent vistas in the county include the Coast Range, approximately 50 miles to the west, Sierra Nevada Mountains and Sutter Buttes. There are no State-designated scenic highways in the County of Yuba. The 2030 General Plan includes policies and actions that are intended to reduce adverse impacts on scenic vistas in Yuba County (2030 General Plan EIR pg. 4.1-5). The Project at a program level will not result in any adverse impacts to a scenic vista, nor will it affect identified scenic resources or areas near a state scenic highway. In addition, the Project provides specific measures to minimize outdoor artificial light that may have a detrimental effect and reduce unnecessary illumination of adjacent properties. Proposals under the DC would be subject to CEQA, Development Plan and/or Design Review which would work to avoid or minimize impacts. The impact is *less than significant*.

The General Plan EIR identified a number of historical resources within the county that could be impacted by future development. The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The DC edits do not permit land uses of greater density of height than permitted

under the General Plan and Specific Plans and would not allow new development in areas where such development is prohibited under the GPU. There are a number of historical locations within the County. The County has areas that are highly developed and therefore has a number of existing light sources. Nighttime lighting impacts can be significant when they interfere with or intrude into neighboring residences. The existing EIRs for the General Plan and Specific Plans addressed these impacts to some degree, although not fully. The Project includes general standards for lighting, which would reduce potentially significant long-term light and glare impacts. The impact is *less than significant*.

II. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

c) and d) *No Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed Development Code Edit (DC) would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The Project provides specific planning tools to protect natural resources and agricultural lands (CDU Section 11.44.060 Protection of Natural and Cultural Resources and Section 11.44.070 Agricultural Buffers.)

The proposed Development Code includes provisions (Chapters 11/05 Agricultural Districts and 11.10 Natural Resource Districts) for Agricultural and Natural Resource districts to designate areas suitable for natural resource uses, to prevent the encroachment of incompatible uses into natural resource lands, and to prevent the premature conversion of such lands to non-resource uses. Natural resource uses include, but are not limited to: natural habitat, watersheds, scenic resources, cultural resources, recreational amenities, agricultural lands, forest resources, wetlands, woodlands, and minerals. The proposed project will not conflict or cause the rezoning of any forest land. No loss or conversion of forest land would result from the proposed project. Therefore, the Project would have no impact on farmland or forest land.

a) b) and e) *Less Than Significant Impact* – The Project does not alter land use designations or policies regarding agricultural resources that were not already evaluated as part of the 2030 General Plan EIR. It is not likely that the scale of uses principally permitted by the Development Code within agricultural districts will have any effect on the viability of existing or future agricultural operations. Pursuant to CEQA any uses that require a conditional use permit or other discretionary action will be further evaluated at the time of application submittal for any additional potential environmental impacts. The impact will be *less than significant*.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru e) *Less Than Significant Impact* – The Project, by itself, would not result in cumulatively considerable net increases of criteria pollutants because it does not propose or authorize any specific development project. Future development under the DC would be subject to CEQA, Development Plan and/or Design Review, which would work to avoid or minimize air quality impacts. However, the 2030 General Plan EIR determined that anticipated criteria pollutant impacts resulting from General Plan implementation, and consequent DC adoption could not be completely mitigated. It should be noted the Environmental Protection Agency (EPA) re-designated the Yuba City-Marysville area (inclusive of Yuba County) of California to attainment for the 2006 fine particulate matter (PM_{2.5}) 24-hour National Ambient Air Quality Standard (NAAQS) effective January 8, 2015.

IV. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IV. BIOLOGICAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru e) *Less Than Significant Impact* – Adoption of the Project does not impact or modify County policies for the preservation of biological resources. Specific policies related to the location, density, and intensity of development has the potential to impact biological resources, but not significantly. Future development will be subject to environmental review as required by State law and County policy and ordinance. As previously noted in Section II Agriculture and Forestry Resources of this initial study the proposed Development Code includes provisions (Chapters 11.05 Agricultural Districts and 11.10 Natural Resource Districts) for Agricultural and Natural Resource districts to designate areas suitable for natural resource uses, to prevent the encroachment of incompatible uses into natural resource lands, including habitat and wetland areas, and to prevent the premature conversion of such lands to non-resource uses.

The Project does not propose changes to the land uses or levels of development that are allowed under the current General Plan or evaluated in the General Plan EIR and does not include any development that was not accounted for in the preparation of the current General Plan or evaluated in the General Plan EIR. The Project does not include any specific development proposals, nor does it encourage development projects on any biologically sensitive lands. All impacts related to the development of housing and mixed-use developments were adequately considered in the County's 2030 General Plan EIR. All impacts to biological resources resulting from adoption and implementation of the Project will be *less than significant*.

f) No Impact. Yuba County is currently participating with Sutter County and the cities of Live Oak, Yuba City, and Wheatland in the crafting of the Yuba Sutter Regional Conservation Plan (YSRCP) which will serve as the federal Habitat Conservation Plan and a state Natural Community Conservation Plan for the region. In that the YSRCP is in the process of being drafted and has not been adopted the Project would have *no impact*.

V. CULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru d) *Less Than Significant Impact* – The proposed project does not involve revisions to development standards that would significantly impact cultural resources. Additionally, policies set forth in the 2030 General Plan and 2030 General Plan EIR related to cultural resources will continue to apply to all future development projects. As previously noted the proposed Development Code includes provisions for Natural Resource Districts to further protect cultural resources. Existing policies, requirements of the General Plan EIR (see EIR Section 4.5), and proposed are sufficient to ensure that any such resources encountered during development of such uses would be protected from significant impact. The overall impact is considered *less than significant*.

VI. GEOLOGY AND SOILS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VI. GEOLOGY AND SOILS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru e) *Less Than Significant Impact* – All future development will be subject to site-specific geotechnical studies as determined appropriate by the County and will comply with applicable building code regulations. Provisions of the 2030 General Plan related to the promotion of infill, increase in the density and intensity of development, and reduction of regulatory barriers to have the potential to increase the size and weight of residential and commercial structures. This increase has the potential to affect geologic stability and increase erosion during construction.

The 2013 California Building Code (CBC) and local ordinances and requirements address potential impacts related to geologic conditions. All septic systems or alternative wastewater disposal systems must comply with existing Yuba County Ordinance Code 7.07 – SEWAGE DISPOSAL and policies. All structures constructed in the County are required to meet soil suitability and safety requirements, based on underlying soil types and Alquist-Priolo designation. The proposed project does not increase density or infill, as established by the 2030 General Plan and will not allow for or promote the construction of new buildings at risk of geologic hazard. The impact is *less than significant*.

VII. GREENHOUSE GAS EMISSIONS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) and b) *Less than Significant Impact* – Global Warming is a public health and environmental concern around the world. The predominant opinion within the scientific community is that global warming is currently occurring, and that it is being caused and/or accelerated by human activities, primarily the generation of “greenhouse gases” (GHG).

In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce greenhouse gas emissions in California. Greenhouse gases, as defined under AB32, include carbon dioxide, methane, nitrous oxide, hydro-fluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires that the state’s GHG emission be reduced to 1990 levels by 2020.

In 2008, the California Air Resources Board (CARB) adopted the Scoping Plan for AB32. The Scoping Plan identifies specific measures to reduce GHG emissions to 1990 levels by 2020, and requires ARB and other state agencies to develop and enforce regulations and other initiatives for reducing GHGs. The Scoping Plan also recommends, but does not require, an emissions reduction goal for local governments of 15% below “current” emissions to be achieved by 2020 (per Scoping Plan current is a point in time between 2005 and 2008). The Scoping Plan also recognized that Senate Bill 375 Sustainable Communities and Climate Protection Act of 2008 (SB 375) is the main action required to obtain the necessary reductions from the land use and transportation sectors in order to achieve the 2020 emissions reduction goals of AB 32.

SB 375 complements AB 32 by reducing GHG emission reductions from the State’s transportation sector through land use planning strategies with the goal of more economic and environmentally sustainable (i.e., fewer vehicle miles travelled) communities. SB 375 requires that the ARB establish GHG emission reduction targets for 2020 and 2035 for each of the state’s 18 metropolitan planning organizations (MPO). Each MPO must then prepare a plan called a Sustainable Communities Strategy (SCS) that demonstrates how the region will meet its SB 375 GHG reduction target through integrated land use, housing, and transportation planning.

The Sacramento Area Council of Governments (SACOG), the MPO for Yuba County, adopted an SCS for the entire SACOG region as part of the 2035 Metropolitan Transportation Plan (MTP) on April 19, 2012. THE GHG reduction target for the SACOG area is 7 percent per capita by 2020 and 16 percent per capita by 2035 using 2005 levels as the baseline. Further information regarding SACOG’s MTP/SCS and climate change can be found at <http://www.sacog.org/2035/>.

While AB32 and SB375 target specific types of emissions from specific sectors, and ARBs Scoping Plan outlines a set of actions designed to reduce overall GHG emissions it does not provide a GHG significance threshold for individual projects. Air districts around the state have begun articulating region-specific emissions reduction targets to identify the level at which a project may have the potential to conflict with statewide efforts to reduce GHG emissions (establish thresholds). To date, the Feather River Air Quality Management District (FRAQMD) has not adopted a significance threshold for analyzing project generated emissions from plans or development projects or a methodology for analyzing impacts. Rather FRAQMD recommends that local agencies utilize information from the California Air Pollution Control Officers Association (CAPCOA), Attorney General's Office, Cool California, or the California Natural Resource Agency websites when developing GHG evaluations through CEQA.

GHGs are emitted as a result of activities in residential buildings when electricity and natural gas are used as energy sources. New California buildings must be designed to meet the building energy efficiency standards of Title 24, also known as the California Building Standards Code. Title 24 Part 6 regulates energy uses including space heating and cooling, hot water heating, ventilation, and hard-wired lighting that are intended to help reduce energy consumption and therefore GHG emissions.

The Project does not propose changes to the land uses or levels of development that are allowed under the General Plan or evaluated in the General Plan EIR and does not include any development that was not accounted for in the preparation of the General Plan or evaluated in the General Plan EIR. The project includes standards and requirements to implement the 2030 General Plan. Review of future projects will continue to be carried out to ensure that the projects, including those that help the County contribute to regional air quality improvement efforts.

The County has prepared a Resource Efficiency Plan (REP) that is not a plan in place at this time. The REP proposes a variety of measures and several scenarios the Board of Supervisors will consider for adoption. The scenarios provide strategies and measures that lead to community benefits, such as reduced energy demand and utility costs, job generation and reduction of waste generated and less space requirements for landfills, among other benefits. The project is consistent with the Air Quality & Climate Change policies within the Public Health & Safety Section of the 2030 General Plan therefore, the project does not conflict with any applicable plan, policy or regulation.

VIII. HAZARDS AND HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru e) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. Transportation, use or disposal of hazardous waste materials within the County are subject to federal, state, and local statutes. Future development will continue to be subject to hazardous materials regulations.

Implementation of the rehabilitation and substandard housing abatement programs has the potential to increase temporary exposure of persons to hazardous materials, including lead-based paint, asbestos, fiberglass particles, and other household hazards. The aim of these programs is to eliminate the existence of these hazards through rehabilitation or removal of contaminated structures, thus reducing the potential exposure long-term. Existing federal, State, and local regulations related to housing rehabilitation and exposure to household hazardous substances are sufficient to mitigate this potential risk. The long-term benefits of the programs make the long-term consideration of this impact positive.

Yuba County has three airports, Beale Air Force Base located in the southeastern portion of Yuba County, Yuba County Airport located in the Olivehurst community, and Brownsville Aeropine Airport located along La Porte Road in the Brownsville community. All three airports have adopted land use compatibility plans (ALUCP) adopted by the Sacramento Area Council of Governments acting in its capacity as the Airport Land Use Commission (ALUC) for Yuba County. The basic function of the ALUCP is to promote compatibility between the airports and the land uses surrounding each airport. The project requires development to be consistent with existing airport land use plans. Location of uses within identified approach and overflight zones are consistent with land use compatibility guidelines for safety in those plans.

The proposed Project will not impair implementation of an adopted emergency response plan. There are extensive wildlands, including forests, in eastern Yuba County, which have the potential to expose residents to fire risks and are located in State Response Area (SRA). Regulations have been prepared for the purpose of establishing minimum wildfire protection standards in conjunction with building, construction and development in State Response Area. Construction of structures, subdivision and development in SRA shall provide for basic emergency access and perimeter wildfire protection measures. These measures apply to all new construction within the SRA. In addition, the 2030 General Plan requires the enforcement of the California Building Code to mitigate unsafe conditions in existing development. Overall impacts related to hazards and hazardous materials are ***less than significant***.

IX. HYDROLOGY AND WATER QUALITY		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IX. HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Source:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru j) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The Housing Element includes programs to increase densities in high density residential districts,, promote more infill development, allows for higher density residential units in mixed-use districts, and rehabilitate or demolish substandard housing in the County. There is a potential that programs in the Housing Element will result in an increase in urban runoff, alteration of drainage patterns, increased erosion, and negatively affect groundwater recharge.

However, increasing the density of development will not necessarily impact the hydrological resources mentioned above. Density increases can be accommodated in taller structures, redevelopment of existing buildings, and other ways that do not increase the overall amount of impervious surface in the site. In addition, infill developments typically reduce the overall impacts related to hydrology by developing sites in urbanized areas which have infrastructure in place and may already contain impervious surfaces. The potential for the Project to impact hydrological resources is present, but small. Current County review procedures are sufficient to ensure that drainage systems are installed with new development to mitigate impacts to existing and planned systems. Erosion control measures are required for all County projects,

and the amount of potential groundwater recharge that could be affected by the programs of the Housing Element are minimal.

While most of the valley areas identified for growth in the General Plan are not currently in the 100-year flood zone designation, the area has had a history of flood incidents, most recently in 1986 and 1997.

It is also important to note, however, that the Three Rivers Levee Improvement Authority (TRLIA) has undertaken a project which has led to significant upgrades to the levee system protecting south Yuba County. Completion of the levee improvements is anticipated to provide 200-year flood protection for south Yuba County which is equivalent to a chance of flooding no greater than 1 in 200 in any given year, a standard which is higher than that which is required to be removed from the High Risk Flood Hazard Area.

As noted above, the proposed project, by itself does not authorize any development. The suitability of the land for specific development will be evaluated when proposals are submitted to the County. All future development within the project area will be subject to site-specific environmental studies as determined appropriate by the County, and will comply with applicable County policies related to flooding and water issues. Overall, the impact will be *less than significant*.

X. LAND USE AND PLANNING	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation

a) thru c) *Less Than Significant Impact* – The proposed project involves adoption minor amendments, modifications, and corrections to the County of Yuba Development Code (DC) and Official Zoning Map of the County of Yuba (Zoning Map) designed to implement the County's 2030 General Plan. The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan.

The Project does not define any new growth potential than what was analyzed under the 2030 General Plan EIR and will not physically divide an established community. Rather, the Project works within the framework of the General Plan, which establishes the type and amount of future residential development permitted in the County.

The Project will enhance the County's ability to facilitate the development of uses consistent with the goals identified in the General Plan. In addition, the DC will assist the County in meeting goals related to housing, commercial and industrial uses, community image, and infrastructure. Thus, the proposed project is consistent with the goals, policies, and objectives of the adopted General Plan.

No habitat conservation plans or natural community conservation plans exist in the project area. No impact will result. Both Yuba and Sutter Counties are in the process of preparing a joint Yuba-Sutter Natural Community Conservation Plan/Habitat Conservation Plan (Yuba Sutter Resource Conservation Plan). While the project site is located within the proposed boundaries of the plan, no conservation strategies have been proposed to date which would be in conflict with the project. Thus, the impacts to Land Use and Planning are considered to be *less than significant*.

XI. MINERAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) and b) *No Impact*- Exhibit GS-5, Mineral Resource Locations, of the Yuba County 2030 General Plan Geology and Soils Background Report, identify known and expected mineral resources within Yuba County, respectively. The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The DC includes provisions for the protection of natural resources (DC Chapter 11.10 Natural Resource Districts). The proposed project will not result in the loss of known mineral resources. *No impact* will result.

XII. NOISE	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru f) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The 2030 General Plan and DC include specific interior noise standards (2030 GP: Goal HS10 and DC section 11.26 050 Noise) and provisions for noise attenuation measures. Overall, noise impacts associated with the Project are expected to be similar to those anticipated under the 2030 General Plan.

XIII. POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru c) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. The Project does not increase intensity or density of uses in an area either directly or indirectly. The General Plan encourages growth within the County to occur primarily within the identified Valley Growth Boundary or foothill communities.

In order to adequately address future housing needs the Housing Element includes a variety of programs to facilitate the production of needed housing, including second dwelling units. This has the potential to induce additional population growth in a particular area (such as the Plumas Lake Plan area). However, the total amount of increased growth is considered less than significant in relation to the current General Plan buildout and sites will be identified within areas already identified for development within the current General Plan. No specific development is included as part of the proposed Project. The impact is *less than significant*.

XIV. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIV. PUBLIC SERVICES

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:					
b)	Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e)	Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru e) *Less Than Significant Impact* – Implementation of the proposed Project, will insure compliance with General Plan policies and goals relative to provision of public services. Future specifically programs related to infill development and increasing residential densities, has the potential to increase the impacts to local services. Increasing density and promoting infill can affect the number of residents in a particular area of the County, thus requiring redistribution or other changes to police and fire patrols and services. Alterations in residential locations could also change parks and school usage demands. Furthermore, future development proposals will be required to pay all applicable fees (including park fees and development impact fees) to offset potential impacts on public services. Given the scope of these programs and the lack of any significant overall population increase beyond what is considered in the General Plan EIR, the impacts will be *less than significant*.

XV. RECREATION

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:					
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) and b) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. Future development proposals will be required to pay all applicable fees (including park fees and development impact fees) to address any potential impacts on recreation

services and resources. Given the limited scope of programs altering future development patterns, the level of impact will be *less than significant*.

XVI. TRANSPORTATION/TRAFFIC	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru f) *Less Than Significant Impact* – The Project does not propose specific alterations to the transportation and circulation network within the County, nor does it call for specific developments that could overburden existing or planned roadways. Certain policies and programs designed to promote infill development and increase densities in high-density residential areas have the potential to increase traffic along particular roadways and intersections in the vicinity of new developments. These changes have the potential to negatively impact these roads and intersections. The degree of increase in traffic generated as a result of these programs is likely to be minimal, and the potential environmental impacts of such increases are not likely to be sufficient to cause a reduction in level of service or create an unacceptable volume to capacity ratio. Traffic mitigation fees are in place to offset project-specific impacts to roadways as well.

No specific development project is included as part of the proposed project and therefore no impact on emergency access or parking capacity will result. The specific future development proposals will be reviewed to address any potential traffic and circulation impacts, and mitigation will be required as appropriate. The proposed project supports adopted policies and plans related to alternative transportation.

Mixed-use development has the benefit of potentially reducing both work and non-work related trips by future residents in the area due to their proximity to local jobs and services, and a decrease in overall Vehicle Miles Traveled (VMT). Also, since the County is attempting to encourage and facilitate multi-family development, and since multi-family development generates a lower per-unit level of traffic, the County could meet its regional housing need while creating fewer automobile trips than would be the case if the Housing Element were not implemented. Finally, higher-density housing development, which is encouraged by the Housing Element, could be served by a future transit system which would also be beneficial to reduction in total vehicle trips on the County road system. The overall result of the impacts will be *less than significant*.

XVII. TRIBAL CULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) (i-ii) *Less Than Significant Impact* – The Project, by itself, does not propose or authorize any development. Future land uses that occur pursuant to the proposed DC would be required to conform to all applicable regulations, performance standards and design standards of the proposed Development Code Edit and the 2030 General Plan. Future development proposals will be required meet all

requirements of AB 52 and Public Resource Code section 21074. Given that no development projects affecting Tribal Cultural Resources are being proposed the level of impact will be *less than significant*.

XVIII. UTILITIES AND SERVICE SYSTEMS				
Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

a) thru g) *Less Than Significant Impact* – The policies and programs set forth in the Housing Element have the potential to alter water and sewer needs in the County. The promotion of infill, change in permitted uses in agricultural zones, and increases in multi-family densities have the potential to create additional demand in some areas affected by the policies and programs. Also, this project does call for a program to identify additional sites for rezoning, although the total amount of increased growth is considered less than significant in relation to the current General Plan buildout and sites will be identified within areas already identified for development. These additional demands are not anticipated to cause local water or sewer service providers to exceed their ability to effectively serve the local population. Impact fees have been established requiring new residential developments to offset the costs of utility services, and assurances of proper water and sewer service are required as part of the development review process in

the County. The resulting impacts to water and sewer service systems is expected to be less than significant.

Changes in location of new development could also alter the location of disposal of refuse, changing the potential service life of area landfills. This impact is expected to be minimal and *less than significant*.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Does the project:				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion/Conclusion/Mitigation:

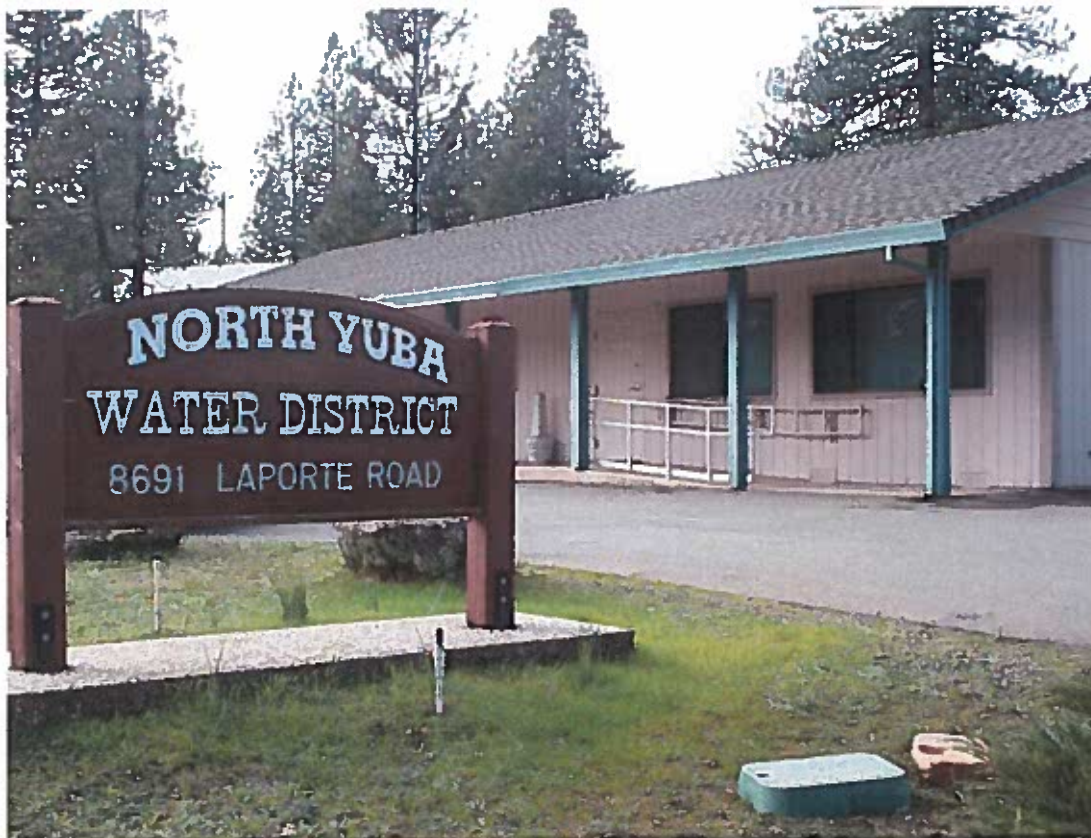
a) thru c) *Less Than Significant* – The Project does not change land uses or levels of development that are allowed under the current General Plan or evaluated in the General Plan EIR and does not include any development that was not accounted for in the preparation of the General Plan or evaluated in the General Plan EIR. Nor does the Project propose any specific development projects. The Project includes standards and requirements to implement the current General Plan. Review of future projects will continue to be carried out to ensure that the projects are consistent with all General Plan goals, objectives, and policies, as well as Plumas Lake Specific Plan land uses. Adherence to such requirements would reduce potential environmental impacts associated with this Project to a level of *less than significant*.

REFERENCES

1. Yuba County 2030 General Plan. AECOM. June 2011
2. Yuba County 2030 General Plan Final Environmental Impact Report. (*SCH #20100625*) AECOM. June 2011.
3. Yuba County. County Code.
4. Plumas Lake Specific Plan Omni-Means Inc., September 21, 1993
5. Yuba County Important Farmland Map 2014. California Department of Conservation.
6. Yuba County Improvement Standards.
7. California Department of Toxic Substances Control. Hazardous Waste and Substances Sites List. www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm
8. Ewing & Cervero, "Travel and the Built Environment: A Synthesis," Transportation Research Record 1780, Paper No. 01-3515.
9. Cervero, R., and K. Kockelman. Travel Demand and the 3Ds: Density, Diversity, and Design. Transportation Research D, Vol. 2, 1997, pp. 199–219.

NORTH YUBA WATER DISTRICT
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT

June 30, 2016 and 2015



NORTH YUBA WATER DISTRICT

TABLE OF CONTENTS

	<u>PAGE</u>
Management's Discussion and Analysis	1-4
Independent Auditor's Report	5-6
Combined Balance Sheet	7
Statement of Revenues, Expenditures, and Changes Net Position	8
Combined Statement of Cash Flows	9
Notes to the Financial Statements	10-20
<u>SUPPLEMENTARY INFORMATION</u>	
Principal Officials	21
Report on Internal Control Over Financial Reporting	22-23

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2016 and 2015

Our discussion and analysis of the North Yuba Water District's financial performance provides an overview of the District's financial activities for the year ended June 30, 2016. Please, read it in conjunction with the District's basic financial statements, which begin on page 7.

Basic Financial Statements

The District's basic financial statements include four components:

- Balance Sheet
- Statement of Revenues, Expenses, Changes in Net Position
- Statement of Cash Flows
- Notes to the Financial Statements

The balance sheet includes all of the District's assets and liabilities, with the difference between the two reported as net position.

The balance sheet provides the basis for evaluating the capital structure of the District and assessing its liquidity and financial flexibility.

The statement of revenues, expenses and changes in net position presents information which shows how the District's net position changed during each year. All of the year's revenues and expenses are recorded when the underlying transaction occurs, regardless of the timing of the related cash flows. The statement of revenues, expenses, and changes in net position measures the success of the District's operations during the year and determine whether the District has recovered its costs through user fees and other charges.

The statement of cash flows provides information regarding the District's cash receipts and cash disbursements during the year. This statement reports cash activity in four categories:

- Operating
- Noncapital Financing
- Capital Financing and Related Financing
- Investing

The statement of cash flows differentiates from the statement of revenues, expenses and changes in net position by accounting for transactions that result in cash receipts and cash disbursements. The notes to the financial statements provide a description of the accounting policies used to prepare the financial statements and present material disclosures required by generally accepted accounting principles that are not otherwise present in the financial statements.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2016 and 2015

Financial Highlights

During the year ended June 30, 2016, the District's net position decreased by \$87,472 or 242.09%. The District's operating revenues increased by \$23,809 or 1.85%, and operating expenses increased by \$77,279 or 4.45%. Non-operating revenues were \$376,358. The change in net position was \$(123,604).

Financial Analysis of the District

Net Position - the District's net position decreased by \$123,604 between fiscal years 2016 and 2015, from \$6,008,926 to \$5,885,322. Net position invested in capital assets, less accumulated depreciation, decreased by \$354 because the District have made payments on debt related to capital assets.

BALANCE SHEET				
	<u>2016</u>	<u>2015</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Current Assets	\$ 1,586,265	\$ 1,682,076	\$ (95,811)	-5.70%
Capital Assets-Net	4,505,876	4,644,760	(138,884)	-2.99%
Restricted Assets	<u>1,283,575</u>	<u>1,316,947</u>	<u>(33,372)</u>	<u>-2.53%</u>
 Total Assets	 <u>\$ 7,375,716</u>	 <u>\$ 7,643,783</u>	 <u>\$ (268,067)</u>	 <u>-11.22%</u>
 Liabilities	 <u>\$ 1,490,394</u>	 <u>\$ 1,634,857</u>	 <u>\$ (144,463)</u>	 <u>-8.84%</u>
 Total Liabilities	 <u>1,490,394</u>	 <u>1,634,857</u>	 <u>(144,463)</u>	 <u>-8.84%</u>
 Invested in Capital Assets, Net of Related Debt	 3,136,331	 3,136,685	 (354)	 -0.01%
Restricted	79,205	68,643	10,562	15.39%
Unrestricted	<u>2,669,786</u>	<u>2,803,598</u>	<u>(133,812)</u>	<u>-4.77%</u>
 Total Net Position	 <u>5,885,322</u>	 <u>6,008,926</u>	 <u>(123,604)</u>	 <u>10.60%</u>
 Total Liabilities and Net Position	 <u>\$ 7,375,716</u>	 <u>\$ 7,643,783</u>	 <u>\$ (268,067)</u>	 <u>-3.51%</u>

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2016 and 2015

Financial Analysis of the District (Continued)

Statement of Revenues, Expenses, and Changes in Net Position				
	<u>2016</u>	<u>2015</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Revenue				
Operating Income	\$ 1,312,632	\$ 1,288,823	\$ 23,809	1.85%
Non-Operating Income	376,358	410,360	(34,002)	-8.29%
Total Revenue	<u>\$ 1,688,990</u>	<u>\$ 1,699,183</u>	<u>\$ (10,193)</u>	<u>-0.60%</u>
Operating Expenses				
Water Supply, Treatment, Distribution	\$ 916,004	\$ 928,693	\$ (12,689)	-1.37%
Administration Expenses	760,184	669,963	90,221	13.47%
Depreciation	136,406	136,659	(253)	-0.19%
Total Expenses	<u>1,812,594</u>	<u>1,735,315</u>	<u>77,279</u>	<u>4.45%</u>
Changes in Net Position	<u>(123,604)</u>	<u>(36,132)</u>	<u>(87,472)</u>	<u>242.09%</u>
Net Assets- Beginning of Year	<u>6,008,926</u>	<u>6,045,058</u>	<u>(36,132)</u>	<u>-0.60%</u>
Net Assets- End of Year	<u>\$ 5,885,322</u>	<u>\$ 6,008,926</u>	<u>\$ (123,604)</u>	<u>-2.06%</u>

Capital Assets

At June 30, 2016, District invested in capital assets, net of related debt was \$3,136,331. The District purchased \$0- of capital assets during fiscal year end June 30, 2016. For the year ended June 30, 2016, depreciation expense was \$136,406. Capital assets, net of accumulated depreciation were decreased by \$138,884.

Capital Debt

At June 30, 2016, the District's long-term debt outstanding was \$1,369,545. Long-term debt decreased by \$138,651 for fiscal year ended June 30, 2016.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2016 and 2015

Economic Factors

The District incurred a \$449,962 operating loss during fiscal year 2016, and a \$446,492 operating loss during fiscal year 2015. Operating income for fiscal year 2016 increased primarily from increased revenue from irrigation sales. Power revenue varies significantly from year to year dependent upon hydrological and other factors. The operating loss for fiscal year 2016 is offset by non-operating income of \$376,358 resulting in an overall decrease in net position of \$123,604.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have any questions regarding this report or need additional financial information, please contact North Yuba Water District, P.O. Box 299, Brownsville, CA 95919



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENTS AUDITOR'S REPORT

To the Board of Directors
North Yuba Water District
Brownsville, CA

Report on the Financial Statements

We have audited the accompanying financial statements of North Yuba Water District as of and for the year ended June 30, 2016 and 2015 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the North Yuba Water District, as of June 30, 2016 and 2015 and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America


Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 1 thru 4 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 20, 2016, on our consideration of the North Yuba Water District internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering North Yuba Water District internal control over financial reporting and compliance.



Blomberg & Griffin A.C.
Stockton, CA
December 20, 2016

NORTH YUBA WATER DISTRICT
Balance Sheet
June 30, 2016 and 2015

ASSETS

	2016	2015
CURRENT ASSETS		
Cash in Bank	\$ 143,483	\$ 256,009
Cash in County	1,369,761	1,369,270
Accounts Receivable (net allowance of -0-):	37,735	22,806
Inventory	24,434	25,304
Prepaid Expenses	10,852	8,687
Total Current Assets	1,586,265	1,682,076
CAPITAL ASSETS AT COST		
Property and Equipment	6,129,372	6,129,372
Less Accumulated Depreciation	(3,792,922)	(3,656,517)
Net Property and Equipment	2,336,450	2,472,855
Construction in Progress	1,793,535	1,796,014
Land for Future Use	375,891	375,891
Total Capital Assets - Net	4,505,876	4,644,760
Restricted Assets:		
Cash with County	786,968	781,219
Tank Project - Cash	108,132	107,936
Capital Improvement Project	182,559	182,213
Saving Money Market	110,458	150,294
Reserve - Savings	95,458	95,285
Total Restricted Assets	1,283,575	1,316,947
TOTAL ASSETS	\$ 7,375,716	\$ 7,643,783
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts Payable	\$ 17,927	\$ 30,666
Accrued Interest	13,379	6,906
Compensated Absences	53,038	48,474
Customer Deposits	36,505	40,736
Current Position of Long-Term Debt	130,104	178,207
Total Current Liabilities	250,953	304,989
Long-Term Debt, Net of Current Portion	1,239,441	1,329,868
Total Liabilities	1,490,394	1,634,857
NET POSITION		
Invested in Capital Assets, Net of Related Debt	3,136,331	3,136,685
Restricted	1,283,575	1,316,947
Unrestricted	1,465,416	1,555,294
Total Net Position	5,885,322	6,008,926
TOTAL LIABILITIES AND NET POSITION	\$ 7,375,716	\$ 7,643,783

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Revenues, Expenses, and Changes in Net Position
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
OPERATING REVENUES		
Irrigation	\$ 22,365	\$ -
Domestic	221,757	227,600
Power Revenue	709,000	709,000
Resale	333,901	323,145
Other	<u>25,609</u>	<u>29,078</u>
Total Operating Revenues	<u>1,312,632</u>	<u>1,288,823</u>
OPERATING EXPENSES		
Source of Supply	406,689	424,385
Water Treatment	186,329	181,938
Transmission & Distribution	322,986	322,370
Administrative & General	760,184	669,963
Depreciation	<u>136,406</u>	<u>136,659</u>
Total Operating Expenses	<u>1,812,594</u>	<u>1,735,315</u>
Net Income (Loss) from Operations	<u>(499,962)</u>	<u>(446,492)</u>
NON-OPERATING REVENUES (EXPENSES)		
Tax Revenue	354,510	345,497
Interest Income	16,943	11,016
Assessment for Debt Service	68,179	67,443
Interest Expense	(63,274)	(25,029)
Timber Sales	<u>-</u>	<u>11,433</u>
Total Non-Operating Income	<u>376,358</u>	<u>410,360</u>
Changes in Net Position	(123,604)	(36,132)
Net Position - Beginning of Year	<u>6,008,926</u>	<u>6,045,058</u>
NET POSITION - END OF YEAR	<u><u>\$ 5,885,322</u></u>	<u><u>\$ 6,008,926</u></u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Cash Flows
For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Receipts from Customers	\$ 1,301,112	\$ 1,292,661
Cash Payments to Suppliers	(1,143,241)	(1,062,919)
Cash Payments to Employees	(543,585)	(513,658)
Net Cash Provided (Used) by Operating Activities	<u>(385,714)</u>	<u>(283,916)</u>
CASH FLOWS FROM NON-CAPITAL ACTIVITIES:		
Receipts from Taxes, Assessments, and Nonoperating Revenue Less Other Nonoperating Expenses	<u>422,689</u>	<u>424,535</u>
Net Cash Provided (Used) by Non-Capital Activities	<u>422,689</u>	<u>424,535</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets/Adjustment in Capital Asset	2,480	(125,302)
Principal Paid on Capital Debt	(138,531)	(170,323)
Interest Paid on Capital Debt	(63,274)	(25,029)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(199,325)</u>	<u>(320,654)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest Income	<u>16,943</u>	<u>11,016</u>
Net Cash Provided (Used) by Investing Activities	<u>16,943</u>	<u>11,016</u>
 NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	 (145,407)	 (169,019)
CASH - BEGINNING OF YEAR	<u>2,942,226</u>	<u>3,111,245</u>
CASH - END OF YEAR	<u>\$ 2,796,819</u>	<u>\$ 2,942,226</u>
 RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Net Operating Income (Loss)	\$ (499,962)	\$ (446,492)
 Adjustments to Reconcile Operating Loss to Net Cash Provided by Operating Activities:		
Depreciation	136,406	136,659
 Change in Assets and Liabilities:		
Accounts Receivable	(14,930)	1,159
Inventory	870	2,408
Prepaid Expenses and Other Current Assets	(2,165)	1,139
Accounts Payable	(12,739)	17,881
Deposits	(4,231)	3,543
Accrued Expenses and Other Liabilities	<u>11,037</u>	<u>(213)</u>
 Net Cash Provided by (used for) Operating Activities	 <u>\$ (385,714)</u>	 <u>\$ (283,916)</u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

1. Organization:

The North Yuba Water District (the "District") was formed on July 22, 1952 under California law for the purpose of providing domestic (treated) and irrigation (untreated) water service within the District boundaries. The earlier years of the District's existence were spent resolving water rights disputes against the Oroville-Wyandotte Irrigation District. A lengthy series of hearings resulted in State Decisions D-838 and D-907 and culminated with the March 8, 1958 and December 9, 1959 Agreements with OWID. The 1959 agreement was amended in 1965 and then superseded in 2005 by the NYWD/SFWPA agreement discussed in item 9 below.

There are five improvement Districts within the North Yuba Water District. Improvement District #1 was formed on March 25, 1964 for the irrigation service area. Improvement District #2 was formed on September 10, 1966 for the domestic service area. Improvement District #3 was formed on April 30, 1968 for the Forbestown water distribution system. Improvement District #5 was formed on July 19, 1974 for the New York House Road water distribution system. Improvement District #6 was formed on February 3, 1979 for the Rackerby water distribution system. At this time, the District serves domestic water to approximately 770 active services in or near the communities of Brownsville, Challenge, Forbestown, and Rackerby, and serves irrigation water to 110 active services in the Dobbins-Oregon House area.

The North Yuba Water District is governed by a five member Board of Directors, elected by division, who set District policy. Subject to the Board's direction, the overall operation and administration of the District is conducted under the authority of the General Manager/Secretary.

2. Summary of Significant Accounting Policies:

The accounting policies of North Yuba Water District conform to generally accepted accounting principles applicable to enterprise funds. The District applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Fund Accounting

The District is an enterprise fund. All operations are accounted as an enterprise fund.

Enterprise Fund – The enterprise fund is used to account for water operations that are financed and operated in a manner similar to private business enterprises. The intent of the District is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

2. Summary of Significant Accounting Policies (continued):

Basis of Accounting

The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The District's books and accounts are based upon the Uniform System of Accounts for Public Utilities as prescribed by the Division of Local Government Fiscal Affairs of the State of California. The records are maintained and the accompanying financial statements are presented on the accrual basis of accounting.

Operating revenues and expenses, such as water sales along with water purchases, result from exchange transactions associated with the principal activity of the District. Exchange transactions are those in which each party receives and gives up essentially equal values. Management, administration, and depreciation expenses are also considered operating expenses. Other revenues and expenses not included in the above categories are reported as non-operating revenues and expenses. Non-operating revenues and expenses, such as grant funding, investment income, and interest expense, result from non-exchange transactions, in which, the District gives (receives) value without directly receiving (giving) value in exchange.

Inventories

Inventories have been valued at the lower of cost (first in, first out) or market.

Depreciation

Utility, plant, and equipment are recorded on the basis of purchase cost. Assets acquired by contributions are recorded at estimated cost or fair market value at the date of acquisition.

Depreciation is calculated by the straight-line method over the estimated useful lives of 3 to 50 years.

Interest Capitalization

Interest costs are charged to construction projects during the period of construction.

Statement of Cash Flows

All highly liquid investments with a maturity of three months or less when purchased, are considered to be cash equivalents.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

2. Summary of Significant Accounting Policies (continued):

Compensated Absences

Vested or accumulated vacation leave, comp. time, and sick pay that is expected to be liquidated with expendable available financial resources is reported as a current liability.

Budget and Budgetary Accounting

The Board of Directors annually adopts an operating budget. The operating budget is prepared on the accrual basis to match the operating statements.

Tax Revenue

Property tax revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Cash

The District holds its cash in the County of Yuba Treasury. The County maintains a cash and investment pool and allocates interest to the various funds based upon the average monthly cash balances. The funds held by the County can be withdrawn on demand. Information regarding categorization of investments can be found in the County of Yuba statements. The District also maintains an interest-bearing account with a local bank.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

NORTH YUBA WATER DISTRICT**Notes to Financial Statements****June 30, 2016 and 2015****3. Cash:**

At year-end June 30, 2015 the carrying amount of the District's deposits was \$791,207. All of the bank balances were covered by Federal Depository Insurance and collateral held in the pledging bank's trust department. At year-end June 30, 2016 the carrying amount was \$640,088.

At year-end June 30, 2015 cash with a carrying amount of \$2,150,189 was held by Yuba County in the District's name. At year-end June 30, 2016 the amount was \$2,156,729.

	Balance June 30, 2016	Balance June 30, 2015
Petty Cash	\$ 830	\$ 830
Cash in Checking - Unrestricted	142,653	255,179
- Restricted - Tank	290,691	290,149
Cash with County - Unrestricted	1,022,102	1,054,741
- Restricted	1,134,627	1,095,748
Cash In Savings - Reserve	205,914	245,579
Total	<u>\$ 2,796,817</u>	<u>\$ 2,942,226</u>

4. Capital Assets:

Changes in capital assets for the years ended June 30, 2015 and 2016 are as follows:

	Balance, July 1, 2015	2015 Additions	Balance June 30, 2015	2016 Additions	Balance, June 30, 2016
Organizational Costs	\$ 4,510	\$ -	\$ 4,510	\$ -	\$ 4,510
Water Rights	138,841	-	138,841	-	138,841
Land	142,037	-	142,037	-	142,037
Source of Supply plant	73,805	-	73,805	-	73,805
Pumping Plant	63,526	-	63,526	-	63,526
Water Treatment Plant	2,278,419	-	2,278,419	-	2,278,419
Transportation and Distribution System	2,341,096	-	2,341,096	-	2,341,096
General Plant and Equipment	1,083,439	3,699	1,087,138	-	1,087,138
Total Capital Assets	<u>\$ 6,125,673</u>	<u>\$ 3,699</u>	<u>\$ 6,129,372</u>	<u>\$ -</u>	<u>\$ 6,129,372</u>

NORTH YUBA WATER DISTRICT**Notes to Financial Statements****June 30, 2016 and 2015****5. Long Term – Debt:**

The following is a summary of the long-term debt transactions for the years ended June 30, 2016 and 2015:

	Balance June 30, 2015	Debit Retired	Balance June 30, 2016	Current Portion
Safe Drinking Water Contract	\$ 152,537	\$ 49,105	\$ 103,432	\$ 24,554
Energy Dought Relief Repayment Contract of 1977 (Rackerby Improvement Loan)	22,774	7,814	14,960	7,424
Yuba County Water Agency Consolidation	377,679	13,257	364,422	26,467
Water Tank Loan	955,205	68,475	886,730	71,659
	<u>\$ 1,508,195</u>	<u>\$ 138,651</u>	<u>\$ 1,369,544</u>	<u>\$ 130,104</u>

Long-term debt maturities for the succeeding five fiscal years are as follows:

Year Ended June 30

	Principal
2017	\$ 130,104
2018-2022	830,078
2023-2026	409,363
	<u>\$ 1,369,545</u>

Long-term debt payable at June 30, 2016 is comprised of the following:

Safe Drinking Water Contract

Pursuant to the California Safe Drinking Water Bond Law of 1984, the District entered into a contract with the State of California Department of Water Resources on June 4, 1987. This construction loan was used to finance improvements in the District's domestic water system in order to meet minimum safe drinking water standards. The loan bears interest at 4.1439% and has semi-annual principal and interest payments due on April 1 and October 1 through 2018.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

5. Long-Term Debt (continued):

Rackerby Improvement Loan

Resolution No. 78-340 authorized a loan in the amount of \$145,300. The proceeds of the loan were used to finance the construction of a water system and facility to supply water to the Rackerby Water Line Extension Project.

Resolution No. 79-346 declared the formation of improvement District No. 6 which was formed to serve the Rackerby sub-service area.

The loan bears interest at 5% with annual principal and interest payments of \$8,540 due on January 1 through 2018.

Loans from Yuba County Water Agency

Gunite Loan

The District borrowed \$239,539 to Gunite portions of the Dobbins-Oregon House Canal, which will conserve water which was being lost to seepage, deep percolation and evaporation. The project was completed in March, 1993.

On February 14, 2012 the principal balance owing of \$239,539 plus accumulated interest of \$199,834 was consolidated into one loan with Yuba County Water Agency.

Forbestown Ditch Loan

The District had incurred \$96,994 of costs at June 30, 2011 to pay for engineering and environmental studies for rehabilitation feasibility studies of the Forbestown Pipeline Project.

On February 14, 2012 the balance of this Forbestown Ditch loan in the amount of \$99,349, including interest, was consolidated into one loan with Yuba County Water Agency.

Consolidated Loan

The District consolidated the Gunite loan (including interest) and the Forbestown into a new loan of \$538,722 payable through November, 2021. The loan requires quarterly payments of \$17,000 (in February, May, August and November each year) including interest. This loan bears interest at the average rate paid by County Treasurer for preceding 12 months adjusted every April 1 (not less than 4%). This note is secured by a rate covenant.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

5. Long-Term Debt (continued):

Loan -Forbestown Water Storage Tank Replacements Project

On March 1, 2011 the District borrowed \$1,200,000 from Municipal Finance Corporation under an installment sales agreement in order to construct certain improvements to the water supply facilities.

This \$1,200,000 is to be paid in annual installments of \$112,892 including 4.65% interest, beginning June 10, 2012 through June 10, 2026.

The District has pledged "net revenues" (as defined by the agreement) as collateral.

6. Restricted County Cash

Cash held in reserve with the County of Yuba at June 30, pursuant to the requirements of the District's loan and bond indebtedness agreements is:

	<u>June 30, 2016</u>	<u>June 30, 2015</u>
Safe Drinking Water Contract	\$ 2,559	\$ 2,541
Rackerby Improvement Loan	10,647	10,569
	<u>13,206</u>	<u>13,110</u>
 Balance at June 30, 2016 and 2015 in reserve accounts which were established by the Board of Directors for facility fees associated with the upgrade and expansion of the domestic and irrigation systems	 6,885	 6,835
 Restricted balances that were created by annexation fees	 94	 94
 Board of Directors designated reserve for capital improvement.	 761,662	 756,096
 Board of Directors designated reserve for office equipment replacement	 5,121	 5,084
	<u>\$ 786,968</u>	<u>\$ 781,219</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

7. Retirement Plan:

On July 1, 1995 the District entered into a pension plan with Laborers' International Union of North America, National Pension Fund. The District pays \$1.60 for every regular hour worked (173.5 average per month) for all full-time permanent employees into the fund.

The District has a deferred compensation plan which is in compliance with Internal Revenue Code Section 457. The District contributes the difference of 10% (which includes applicable payroll taxes) of the employees base wages minus the amount paid into the pension plan for each employee. Contributions are made on a voluntary basis by the plan participants. No employee may contribute over 25% of yearly base salary or \$7,500 per year, whichever is the lesser amount (this includes the amount that the District contributes). The maximum amount is increased to \$15,000 for the last three years before the participant attains normal retirement age.

8. Aged Accounts Receivable:

Trade accounts receivable consists of the following at June 30:

	2016		2015	
	Total Accounts	Amount	Total Accounts	Amount
0 - 30	486	\$ 22,011	388	\$ 17,738
30 - 60	91	4,646	54	2,358
60 - 90	46	2,148	28	1,208
Over 90 Days	28	3,792	13	1,502
	<u>651</u>	<u>\$ 32,597</u>	<u>483</u>	<u>\$ 22,806</u>

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

9. South Feather Power Project (SFPP):

On May 27, 2005 the District (NYWD) entered into a new agreement with South Feather Water and Power Agency (SFWPA), which superseded the 1959 agreement with OWID that is discussed in item 1 above. The 2005 agreement was amended in 2010 and 2013.

Details of the 2005 agreement, as amended include the following:

- A. NYWD may continue to receive 3,700 af/yr. from the SFPP at SF-14 at no cost.
- B. After June 30, 2010, NYWD also may receive up to 4,500 acre-feet per year of water at SF-14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf and Forbestown Powerhouses associated with this water.
- C. After June 30, 2010, NYWD also may receive up to 15,500 af/yr. of additional water at SF- 14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf, Forbestown and Kelly Ridge Powerhouses associated with such water.
- D. If curtailments in deliveries of water from the SFPP to SFWPA and NYWD for consumptive uses ever are necessary, then such curtailments will be made to SFWPA and NYWD in equal percentages of the demands of SFWPA and NYWD for water for consumptive uses

Disposition of net SFPP power revenues after 2010

- A. SFPP net power revenues will be divided and paid on or before April 15 of each year, one half to SFWPA's general account and the other half to NYWD's general account.
- B. SFWPA's costs of obtaining the new FERC license will be post-2010 SFPP Joint Facilities costs that will be paid from the SFPP Joint Facilities Operating Account before net power revenues are calculated. Such repayment will be made by uniform payments spread over the first 5 year after 2010.
- C. A SFPP Contingent Reserve Account of \$15,000,000 was established in 2011. At least \$709,000 of net power revenues will be distributed to SFWPA and \$709,000 will be distributed to NYWD each year, except in very dry years when there are no net power revenues.

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2016 and 2015

9. South Feather Power Project (SFPP) (continued):

New SFPP Facilities

- A. If SFWPA decides to construct any new power-generation facilities as part of the SFPP, and if NYWD decides to participate in such new facilities, then the costs of such facilities will be financed or paid through the SFPP Joint Facilities Operating Account, and all power revenues from, or associated with such facilities will be paid into the SFPP Joint Facilities Operating Account.
- B. SFWPA will own the Sly Creek Powerhouse as a separate facility and SFWPA will be solely responsible for the powerhouse's operation, maintenance, repairs and replacements, unless NYWD decides to "buy in" to this facility.

Forbestown Pipeline and Forbestown Ditch

- A. SFWPA transferred to NYWD, on January 1, 2011, all of SFWPA's interests in the Upper Forbestown Ditch (including all of SFWPA's water rights in Oroleve Creek). This transfer did not include any part of the Forbestown Ditch below Gauge WD-6, and NYWD did not have any obligation to serve any of SFWPA's Forbestown Ditch customers. After this transfer, NYWD is obligated to convey up to 11 cfs and 3,720 af/yr. of water from SF-14 through the Upper Forbestown Ditch to SFWPA at WD-6, for SFWPA then to convey rest of the Forbestown Ditch to its customers. SFWPA is not being responsible for any Upper Forbestown Ditch conveyance losses, and all Upper Forbestown Ditch conveyance losses will be subtracted from NYWD's water. NYWD may construct a pipeline or pipelines to replace some or all reaches of the Upper Forbestown Ditch

10. Risk of Loss:

North Yuba Water District is exposed to various risks of loss related to theft of, damage to, and destruction of assets, and injuries to employees. During the 2016 fiscal year, the District purchased certain commercial insurance coverages to provide for these risks.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2016 and 2015

11. Net Position:

Net Position at June 30, Consist of:

	<u>2016</u>	<u>2015</u>
Investment in Capital		
Assets, Net of Related Debt	<u>\$ 3,136,331</u>	<u>\$ 3,136,685</u>
Restricted Reserves:		
WPT Loan	108,132	107,936
County Accounts	786,968	781,219
Capital Improvement	182,559	182,213
Money Market-Savings	110,458	150,294
Reserve-Savings	95,458	95,285
	<u>1,283,575</u>	<u>1,316,947</u>
Unrestricted:		
Board Designated		
Replacement - Mobile Equipment	2,804	2,783
Replacement - Office Equipment	5,121	5,083
	<u>7,925</u>	<u>7,866</u>
Undesignated	<u>1,457,501</u>	<u>1,547,428</u>
	<u>\$ 5,885,332</u>	<u>\$ 6,008,926</u>

12. Subsequent Events:

Management has evaluated subsequent events through February 20, 2016, the date these June 30, 2016 financial statements were available to be issued.

**NORTH YUBA WATER DISTRICT
PRINCIPAL OFFICIALS**

Board of Directors:

Dale Skinner	President
Loren M. Olsen	Vice President
Donald C. Ferguson	
John D. Jacobson	
Jeanette L. Cavaliere	

Staff:

Jeffrey Maupin	Manager/Secretary to the Board
Eric Manley	Field Superintendent
Heidi Naether	Finance Manager



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
North Yuba Water District
Brownsville, CA

We have audited the business-type activities of the North Yuba Water District as of and for the years ended June 30, 2016 and 2015, which collectively comprise the District's basic financial statements and have issued our report thereon dated January 20, 2016. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the North Yuba Water District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Yuba Water District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the North Yuba Water District's internal control over financial reporting.

A control deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected and corrected by North Yuba Water District's internal controls on a timely basis.

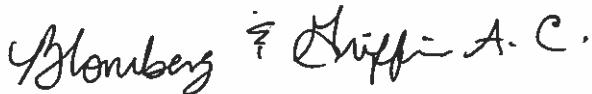
North Yuba Water District -Report on Internal Controls-Page 2

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the North Yuba Water District financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matter that is required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, County/State auditor/controller and is not intended to be and should not be used by anyone other than these specified parties.



Blomberg & Griffin A.C.
Stockton, CA
December 20, 2016

The County of Yuba

Health and Human Services Department



TO: Human Services Committee

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Erma Thurman, Deputy Director

SUBJECT: Board of Supervisors Approval of the Amended and Restated Joint Exercise of Powers Agreement for the California Automated Consortium Eligibility System (CalACES) and the Memorandum of Understanding between CalACES and the County of Yuba

DATE: June 27, 2017

NUMBER: 268/2017

Recommendation

It is recommended that the Board of Supervisors consider the Amended and Restated Joint Exercise of Powers Agreement (JPA) for the California Automated Consortium Eligibility System (CalACES) and the Memorandum of Understanding (MOU) between CalACES and the County of Yuba.

Background

In 1998, the counties of Merced, Riverside, San Bernardino and Stanislaus contractually joined together to form the C-IV Consortium for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system as mandated by law (Chapter 4, commencing with section 10800, of Division 9 of Part 2 of the California Welfare and Institutions Code).

Yuba County, along with thirty-four (34) other California counties, determined that the automated welfare system designed and developed by the C-IV Consortium best suited their current and future needs. Therefore, on March 21, 2007, the Board approved the First Amended Joint Exercise of Powers Agreement, which established the joint powers authority between the thirty-nine (39) member counties for the C-IV Consortium and the MOU, which delineated the areas of understanding and

agreement between the C-IV Consortium and Yuba County for the implementation and ongoing operation and maintenance of the C-IV Automated System.

Discussion

California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the current thirty-nine (39) California Statewide Automated Welfare System Consortium (C-IV) Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium called "CalACES" composed of the forty (40) counties. The Amended and Restated JPA and the new MOU will authorize the forty (40) counties to begin the transition to CalACES, which is scheduled to begin September 1, 2017.

Fiscal Impact:

Approval of this request will not impact County general funds. Yuba County's estimated financial obligation for Fiscal Year 2017-2018 of \$47,126 will be paid by Federal, State and Realignment Funds.

Attachments

268/2017 CalACES Amended and Restated JPA
268/2017 CalACES MOU

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007
Second Amended: June 2010
Amended and Restated: September 2017

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

RECITALS:	1
ARTICLE I	2
Section 1.01. Definitions	2
ARTICLE II	4
GENERAL PROVISIONS REGARDING.....	4
PURPOSE, CREATION AND OPERATION OF CONSORTIUM.....	4
Section 2.01. Purpose.....	4
Section 2.02. Term.....	4
Section 2.03. Creation of Consortium	4
Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities	4
Section 2.05. Meetings of the Board; the Member Representatives	6
Section 2.06. Minutes.....	7
Section 2.07. Quorum; Required Votes; Approvals.....	7
Section 2.08. Bylaws.....	9
Section 2.09. Annual Budget.....	9
Section 2.10. Annual Operational and Fiscal Report	9
Section 2.11. Addition of New Members	9
Section 2.12. Withdrawal of Member	10
ARTICLE III	10
OFFICERS AND EMPLOYEES	10
Section 3.01. Chair and Vice-Chair	10
Section 3.02. Secretary	10
Section 3.03. Treasurer.....	10
Section 3.04. Officers in Charge of Records, Funds and Accounts	10
Section 3.05. Legal Advisor	11
Section 3.06. Other Employees	11
Section 3.07. Officers and Employees of the Consortium	11
ARTICLE IV	11
POWERS.....	11
Section 4.01. General Powers	11
Section 4.02. Specific Powers.....	11
Section 4.03. Restrictions on Powers	12
Section 4.04. Obligations of Consortium	12
ARTICLE V	12
CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION	12
Section 5.01. Contributions	12
Section 5.02. Statewide Automated Welfare System Funding Allocations.....	12
Section 5.03. Distribution of Assets upon Termination.....	12

ARTICLE VI	12
INDEMNIFICATION AND INSURANCE	12
Section 6.01. Consortium Indemnification of Members	12
Section 6.02. Member Indemnification	13
Section 6.03. Member's Liability for Negligence of its Employees and Contractors	13
Section 6.04. Insurance	13
Section 6.05. Third Party Beneficiaries	13
ARTICLE VII	14
MISCELLANEOUS PROVISIONS	14
Section 7.01. Notices	14
Section 7.02. Law Governing	18
Section 7.03. Amendments	18
Section 7.04. Severability	19
Section 7.05. Successors	19
Section 7.06. Section Headings	19
Section 7.07. Multiple Counterparts	19

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. This joint powers authority shall be referred to as the California Automated Consortium Eligibility System ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one of the four county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the four Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the prior thirty-nine (39) C-IV Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, Los Angeles County and the thirty-nine (39) C-IV Counties have joined together to form a new consortium, pursuant to this Agreement, which replaces the LEADER and C-IV Consortia in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the forty (40) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba have determined that the name of the new consortium shall be the California Automated Consortium Eligibility System and the joint system shall be called "CalACES".

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"CalACES" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System and the LRS.

"Consortium" means the public entity known as the California Automated Consortium Eligibility System established pursuant to Article II of this Agreement.

"Director(s)" means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Implementation" means the rollout of CalACES to all Members.

"Member" means one of the individual Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. The State of California is not a Member of this JPA.

"Members" means Member Counties collectively.

"Member Representative" means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS and CalACES, migration of the Members to CalACES, and all related activities.

"Region" means one of the eight (8) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba. The forty (40) Counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, Implementation, migration and on-going operation and maintenance of the C-IV System, LRS, and CalACES, which is the automated welfare system to be used by each of the forty (40) Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective December 1998; the first amendment became effective on June 1, 2007, a second amendment became effective on June 1, 2010, and this third amendment, the Amended and Restated Joint Exercise of Powers Agreement, shall become effective on September 1, 2017 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The inclusion of additional counties to this Agreement pursuant to Section 2.11 (Addition of New Members) or withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "California Automated Consortium Eligibility System", hereinafter referred to as "Consortium". The Consortium shall be a public entity separate and apart from the Members, consisting of eight (8) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by four (4) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and two (2) other

persons who hold upper executive management positions in the social services department.

- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.
- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

- (c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of eleven (11) Directors and one State Representative. The Directors from Regions 1 through 7 shall be selected from the Member Representatives from

their respective Regions, one Director from each Region. Region 8, represented by Los Angeles County, shall have four (4) Directors, who shall be the four (4) Member Representatives from Region 8. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Regions comprised of only one (1) county, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 through 7 will each appoint one (1) Director to serve on the Board. Region 8 will appoint four (4) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. One Director from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or she accepts the nomination from his or her Region.
- (iii) Each Region shall notify the Secretary of their appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. They shall hold at least one regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two regular meetings each Fiscal Year. The procedure for the

setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

- (b) Special Meetings: Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), section 54956 of the Government Code.
- (c) Call, Notice and Conduct of Meetings: All meetings of the Board, and of the Member Representatives, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

- (a) Board: At least six (6) of the Directors or Alternate Board Directors from Regions 1 through 8, which must include two (2) Directors or Alternate Board Directors from Region 8, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least six (6) of the seated Directors from Regions 1 through 8, which must include two (2) affirmative votes from Directors or Alternate Board Directors from Region 8, shall be required to take any action by the Board.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and may not be referred to Dispute Resolution. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Dispute Resolution.** Four (4) Directors or Alternate Board Directors from Regions 1 through 7 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or three (3) Directors or Alternate Board Directors from Region 8 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked Vote"). Upon a request for dispute resolution, the Board shall promptly select a neutral person ("Neutral") who is identified with the assistance of the Consortium's legal advisor, to facilitate the resolution of the Blocked Vote through good faith negotiation, or through making a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote in the event that resolution

is not reached through negotiation. In the event that the Board is unable to agree on the selection of the Neutral, the Consortium's legal advisor shall provide a list of five (5) qualified persons from which the Neutral will be chosen. The Directors or Alternate Directors from Regions 1 through 7, acting jointly, and the Directors or Alternate Directors from Region 8, acting jointly, will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Neutral. Any person selected as a Neutral hereunder shall be an attorney at law, or a retired judge, having practiced in the State for at least five (5) years. The preference is that the list of qualified persons shall not include a person having a principal place of business located within any Member county, and shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. In the event one or more qualified persons having a principal place of business from outside the Member counties cannot be identified or agreed upon, the Directors may consider and select a qualified Neutral having a principal place of business within a Member county, but such Neutral shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. The Neutral selected in accordance with this section is hereby designated as the person to administer and execute this Agreement pursuant to Government Code section 6506 for the limited purpose of resolving the Blocked Vote through negotiation or a final and binding decision as provided herein. Regions 1 through 7 shall select two (2) Directors or Alternate Board Directors to represent those Regions, and Region 8 shall select two (2) of its Directors or Alternate Board Directors to represent Region 8. Negotiations shall be commenced by notice being delivered by the Directors or Alternate Board Directors requesting dispute resolution to the other remaining Directors or Alternate Board Directors. The four (4) Directors or Alternate Board Directors selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote, and the Board shall promptly take any Board action necessary to implement the Neutral's decision regarding the Blocked Vote. Any Member may bring an action to enforce the provisions of this section.

- (b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business, which must include at least two (2) Member Representatives from Region 8, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members, which must include at least two (2) affirmative votes from the Member Representatives present from Region 8.
- (i) Dispute Resolution: Except as provided in Section 2.07(a)(i) (Member Representatives Concurrence) above, a majority of the Member Representatives from

Regions 1 through 7, or three (3) of the Member Representatives from Region 8, may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or the minimum number of affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked General Membership Vote"). Upon a request for dispute resolution, the matter shall be referred to the Board who shall promptly select a Neutral in the manner set forth in Section 2.07(a)(ii) (Dispute Resolution) above, with the qualifications, powers, and duties set forth in that section. The Member Representatives from Regions 1 through 7 shall select three (3) Member Representatives to represent Regions 1 through 7, and Region 8 shall select three (3) Member Representatives from Region 8 to represent Region 8. Negotiations shall be commenced by notice being delivered by the Member Representatives requesting dispute resolution to the other remaining Member Representatives. The six (6) Member Representatives selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked General Membership Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked General Membership Vote and all the Member Representatives agree to be bound by the Neutral's decision and shall promptly take any General Membership action necessary to implement the Neutral's decision regarding the Blocked General Membership Vote. Any Member may bring an action to enforce the provisions of this section.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 8, which must include two (2) votes of the Directors from Region 8, and with the concurrence of the Members as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend, from time to time, Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as

a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31st of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors, a Chair and Vice-Chair position. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium". As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts,

funds and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;

(f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the

Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors.

Except as to Member county personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium.

Section 6.05. Third Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to the Agreement shall have any rights or causes of action against any party to the Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in the Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities and obligations of C-IV incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the thirty-nine (39) C-IV Counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities and obligations of C-IV and each of the thirty nine (39) C-IV Counties incurred prior to the Effective Date of this Agreement shall not be allocated to Los Angeles County, unless otherwise expressly agreed to.
- (b) All debts, liabilities and obligations of Los Angeles County shall remain the sole responsibility of Los Angeles County. The debts, liabilities and obligations of Los Angeles County shall not be allocated to the thirty-nine (39) C-IV Counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid

Alpine County	Director Health & Human Services Department County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Director Department of Social Services County of Amador 10877 Conductor Blvd. Sutter Creek, CA 95685
Butte County	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Department of Health and Human Services Agency County of El Dorado 3057 Briw Road, Ste. A Placerville, CA 95667
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988

Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 South 4 th Street, Suite 105 El Centro, CA 92243
Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, Ca 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Blvd., #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639

Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339
Mendocino	Director, Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2261 Elm Street Napa, CA 94559-3721
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959

Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Ave, 5 th Floor San Bernardino, CA 92415-0128
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042

Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members hereto, which must include the mutual agreement of the Board of Supervisors from Los Angeles County.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By: _____
Terry Woodrow, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By: _____
Richard M. Foster, Chair
Board of Supervisors

By: _____
Gregory Gillott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By: _____
Bill Connelly, Chair
Board of Supervisors

By: _____
Bruce Alpert

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By: _____
Michael Oliveria, Chair
Board of Supervisors

By: _____
Julie Moss-Lewis

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

By: _____
Gary J. Evans, Chair
Board of Supervisors

By: _____
Marcos Kropf

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By: _____
Chris Howard, Chair
Board of Supervisors

By: _____
Elizabeth Cable

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By: _____
Shiva Frentzen, Chair
Board of Supervisors

By: _____
Michael Ciccozzi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By: _____
Keith Corum, Chair
Board of Supervisors

By: _____
Alicia Ekland

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By: _____
Virginia Bass, Chair
Board of Supervisors

By: _____
Hilary Finch

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By: _____
Michael W. Kelley, Chair
Board of Supervisors

By: _____
Katherine Turner

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By: _____
Mark Tillemans, Chair
Board of Supervisors

By: _____
Marshall Rudolph

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By: _____
Zack Scrivner, Chair
Board of Supervisors

By: _____
Bryan Walters

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By: _____
Craig Pedersen, Chair
Board of Supervisors

By: _____
Colleen Carlson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By: _____
Jeff Smith, Chair
Board of Supervisors

By: _____
Anita Grant

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By: _____
Aaron Albaugh, Chair
Board of Supervisors

By: _____
Bob Burns

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By: _____
Mark Ridley-Thomas, Chair
Board of Supervisors

By: _____
Truc Moore

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By: _____
Max Rodriquez, Chair
Board of Supervisors

By: _____
Dale Bacigalupi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By: _____
Judy Arnold, Chair
Board of Supervisors

By: _____
Jenna Brady

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By: _____
Marshall Long, Chair
Board of Supervisors

By: _____
Steven Dahlem

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By: _____
John McCowen, Chair
Board of Supervisors

By: _____
Katharine Elliott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By: _____
Derek McDaniel, Chair
Board of Supervisors

By: _____
Claire Lai

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By: _____
Geri Byrne, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By: _____
Stacy Corless, Chair
Board of Supervisors

By: _____
Stacey Simon

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By: _____
Mary L. Adams, Chair
Board of Supervisors

By: _____
Anne Brereton

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By: _____
Belia Ramos, Chair
Board of Supervisors

By: _____
Susan Altman

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By: _____
Hank Weston, Chair
Board of Supervisors

By: _____
Scott McLeran

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By: _____
Lori Simpson, Chair
Board of Supervisors

By: _____
R. Craig Settlemyre

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF RIVERSIDE

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By: _____
John F. Tavaglione, Chair
Board of Supervisors

By: _____
Eric Stopher

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By: _____
Jaime De La Cruz, Chair
Board of Supervisors

By: _____
Irma Valencia

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BERNARDINO

Approved As to Form

SAN BERNARDINO COUNTY COUNSEL

By: _____
Robert A. Lovingood, Chair
Board of Supervisors

By: _____
Kristina Robb

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Charles Winn, Chair
Board of Supervisors

By: _____
Kimberly D. Johnson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By: _____
David Kehoe, Chair
Board of Supervisors

By: _____
Alan Cox

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By: _____
Peter W. Huebner, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By: _____
Michael N. Kobseff, Chair
Board of Supervisors

By: _____
Brad W. Sullivan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF STANISLAUS

Approved As to Form

STANISLAUS COUNTY COUNSEL

By: _____
Vito Chiesa, Chair
Board of Supervisors

By: _____
Carrie Stephens

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: _____
Jim Whiteaker, Chair
Board of Supervisors

By: _____
Jean Jordan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By: _____
Dennis Garton, Chair
Board of Supervisors

By: _____
Sarah Dickinson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By: _____
John Fenley, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TUOLUMNE

Approved As to Form
TUOLUMNE COUNTY COUNSEL

By: _____
Sherri Brennan, Chair
Board of Supervisors

By: _____
Sarah Carrillo

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF YUBA

By: _____
Randy Fletcher, Chair
Board of Supervisors

Date: _____

Attest:

By: _____

Approved As to Form
YUBA COUNTY COUNSEL

By: Courtney C. Smith
~~Angil Morris-Jones~~

Interim County Counsel
(Title)

Date: 5/30/2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED
CONSORTIUM ELIGIBILITY SYSTEM AND THE
COUNTY OF YUBA**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Automated Consortium Eligibility System (hereafter "Consortium"), a California Joint Powers Authority, and the County of Yuba (hereafter "County"), a member county (hereafter "Member" or collectively with other members of the Consortium, "Members") of the Consortium (hereafter, collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV (hereafter "C-IV Consortium") with thirty-nine county members ("hereafter, collectively, "the 39 Counties").
- II. WHEREAS, the 39 Counties and Los Angeles County are or will be Members of the Consortium pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017.
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor (hereafter "the C-IV Agreement") to provide the necessary equipment and services for an automated system (hereafter "the C-IV System") utilized by the 39 Counties.
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor (hereafter "the LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System (hereafter "the LRS").
- V. WHEREAS, the Consortium's purpose is to oversee the design, development, implementation, operation, maintenance and migration of the Members to an automated welfare system known

as the California Automated Consortium Eligibility System (hereafter "CalACES") that will be jointly designed by the Members , as required by California Assembly Bill ABX1 16 (2011) and codified in Welfare and Institutions Code section 10823.

- VI. WHEREAS, Los Angeles County will continue to use the LRS and the 39 Counties will continue to use the C-IV System until the migration of the Members to CalACES is complete.
- VII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose.
- VIII. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical

location of the equipment is not relevant to the designation "Central".

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County Purchased Software must be configured to be compatible with Consortium purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (1) was obtained for the System(s) use, (2) is located on County Sites, and (3) the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors

and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s) and migration of the Members to CalACES, and the related activities of the Parties thereto.

1.21. "Project Staff: The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other project vendors to provide quality assurance, project management, planning, support, verification and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Project Manager(s)": The person(s) responsible for the day to day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System(s) use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually, or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS and/or CalACES.

1.28. "Work Plan(s)": The plan and delineation of Tasks, Subtasks, activities and events to be performed, Deliverables to be

produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoices will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not

less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County

operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendors confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk

of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice each County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items, except as otherwise agreed upon by the Consortium as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the

State of California as ineligible for reimbursement to the Consortium by the State, including the County share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1st of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1st through June 30th). The Consortium will give County notice of the approved schedule within ten days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31st of that fiscal year, as provided for in Section 2.12 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use.

Any applicable terms, conditions, and limitations of any agreements

that provide for such purchases, shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All Software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan (hereafter "SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for their review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the applicable data centers, unless otherwise agreed by the Executive Director or designee. The County will work with the Primary Project Vendor Staff to ensure that the data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on

invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to the County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 2.4 (Fiscal Responsibilities and Claiming) herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Consortium and County, the Parties

agree to cooperate in the disclosure to the other Members all business records, including, but not limited to, certified copies of records of all accounts, funds and monies for the Project.

4.7. Access to Books and Records by Regulatory Agencies.

The Parties agree to maintain and make available for inspection sufficient records, files, documentation that are not otherwise limited/restricted/prohibited by law or applicable privilege, necessary in the case of audit by the State or Federal, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and County Director cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County Purchased Software and Data

prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturer's Warranties. The disclaimers in

Sections 4.10.3 above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County

Purchased Software contained on any Impaired Device that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County Purchased Software contained on any Impaired Device that Consortium receives from County.

4.10.6. Expenses. Each party shall pay their own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence on September 1, 2017 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent-State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other

agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alpine

By:

Terry Woodrow, Chair
Board of Supervisors

Approved As to Form
Alpine County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Amador

By:

Richard M. Foster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

Gregory Gillott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Butte

By:

Bill Connelly, Chair
Board of Supervisors

Approved As to Form
Butte County Counsel

By:

Bruce Alpert

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Calaveras

By:

Michael Oliveria, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

Julie Moss-Lewis

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Colusa

By:

Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

Marcos Kropf

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Del Norte

By:

Chris Howard, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

Elizabeth Cable

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of El Dorado

By:

Shiva Frentzen, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

Michael Ciccozzi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Glenn

By:

Keith Corum, Chair
Board of Supervisors

Approved As to Form
Glenn County Counsel

By:

Alicia Ekland

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Humboldt

By:

Virginia Bass, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By:

Hilary Finch

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Imperial

By:

Michael W. Kelley, Chair
Board of Supervisors

Approved As to Form
Imperial County Counsel

By:

Katherine Turner

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Inyo

By:

Mark Tillemans, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:

Marshall Rudolph

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kern

By:

Zack Scrivner, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By:

Bryan Walters

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kings

By:

Craig Pedersen, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:

Colleen Carlson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lake

By:

Jeff Smith, Chair
Board of Supervisors

Approved As to Form
Lake County Counsel

By:

Anita Grant

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lassen

By:

Aaron Albaugh, Chair
Board of Supervisors

Approved As to Form
Lassen County Counsel

By:

Bob Burns

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Los Angeles

By:

Mark Ridley-Thomas, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

Truc Moore

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Madera

By:

Max Rodriquez, Chair
Board of Supervisors

Approved As to Form
Madera County Counsel

By:

Dale Bacigalupi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Marin

By:

Judy Arnold, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

Jenna Brady

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mariposa

By:

Marshall Long, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

Steven Dahlem

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mendocino

By:

John McCowen, Chair
Board of Supervisors

Approved As to Form
Mendocino County Counsel

By:

Katharine Elliott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Merced

By:

Derek McDaniel, Chair
Board of Supervisors

Approved As to Form
Merced County Counsel

By:

Claire Lai

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Modoc

By:

Geri Byrne, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mono

By:

Stacy Corless, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

Stacey Simon

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Monterey

By:

Mary L. Adams, Chair
Board of Supervisors

Approved As to Form
Monterey County Counsel

By:

Anne Brereton

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Napa

By:

Belia Ramos, Chair
Board of Supervisors

Approved As to Form
Napa County Counsel

By:

Susan Altman

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Nevada

By:

Hank Weston, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

Scott McLeran

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Plumas

By:

Lori Simpson, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By:

R. Craig Settlemyre

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Riverside

By:

John F. Tavaglione, Chair
Board of Supervisors

Approved As to Form
Riverside County Counsel

By:

Eric Stopher

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Benito

By:

Jaime De La Cruz, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By:

Irma Valencia

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Bernardino

By:

Robert A. Lovingood, Chair
Board of Supervisors

Approved As to Form

San Bernardino County Counsel

By:

Kristina Robb

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Joaquin

By:

Charles Winn, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

Kimberly D. Johnson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Shasta

By:

David Kehoe, Chair
Board of Supervisors

Approved As to Form
Shasta County Counsel

By:

Alan Cox

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sierra

By:

Peter W. Huebner, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Siskiyou

By:

Michael N. Kobseff, Chair
Board of Supervisors

Approved As to Form
Siskiyou County Counsel

By:

Brad W. Sullivan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Stanislaus

By:

Vito Chiesa, Chair
Board of Supervisors

Approved As to Form
Stanislaus County Counsel

By:

Carrie Stephens

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sutter

By:

Jim Whiteaker, Chair
Board of Supervisors

Approved As to Form
Sutter County Counsel

By:

Jean Jordan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tehama

By:

Dennis Garton, Chair
Board of Supervisors

Approved As to Form
Tehama County Counsel

By:

Sarah Dickinson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Trinity

By:

John Fenley, Chair
Board of Supervisors

Approved As to Form
Trinity County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tuolumne

By:

Sherri Brennan, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By:

Sarah Carrillo

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By: _____

_____, Chair
Board of Directors

Dated: _____

County:

County of Yuba

By: _____

Randy Fletcher, Chair
Board of Supervisors

Approved As to Form

Yuba County Counsel

By: Courtney C. Allen

Angil Morris-Jones

Interim County Counsel

(Title)

Attest: _____

The County of Yuba



TO: Human Services Committee

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Pamela Morasch, Deputy Director

SUBJECT: Health and Human Services Department: Consider memorandum of understand with Sutter County Health and Human Services Department

DATE: June 27, 2017

NUMBER: 272/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between Yuba County, on behalf of its Health and Human Services Department, and Sutter County Health and Human Services Department.

Background

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcomes and Accountability Act of 2001, which required the California Department of Social Services to establish the California Child and Family Services Report (C-CFSR) process. The purpose of the C-CFSR is to strengthen the accountability system used in California to monitor and assess the quality of services provided on behalf of youth in the foster care system. The C-CFSR is comprised of county child welfare system reviews and maximizes compliance with federal regulations for the receipt of federal Title IV-E and Title IV-B funds.

Discussion

HHSD would like to enter into an MOU with Sutter County Child Welfare Services to conduct qualitative Federal Case Reviews for sensitive cases which the reviewer had any oversight responsibility, supervision, or case decision making responsibilities. The purpose of examining practices is to assess child welfare practices and the use of evidence-based proactives to ensure conformity with Title IV-E and Title IV-B child welfare requirements.

Fiscal Impact:

Approval of this request will not impact County general funds.

Attachments

272/2017 – MOU with Sutter County Health & Human Services Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

This Memorandum of Understanding (hereafter "MOU") is effective as of the date of execution set forth below by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter County Health and Human Services Department (hereafter "SCHHSD"), hereafter collectively referred to as "the Parties" for the provision of reciprocal qualitative case reviews for the purpose of examining practices and ensuring conformity with 42 United States Code Service (USCS) §§ 621 et seq. (hereafter "Title IV-E") and 42 USCS §§ 670 et seq. (hereafter "Title IV-B") requirements.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. SCHHSD is a department of the County of Sutter and overseen by the Sutter County Board of Supervisors; and
- c. Both departments are responsible for providing protective services to the children of their respective county; and
- d. Both departments are required to implement a case review system to meet the case review requirements for the Federal Child and Family Services Review (CFSR) to ensure conformity to federal child welfare requirements, Title IV-B and IV-E; and
- e. Situations may arise (i.e. review of sensitive cases, conflicts of interest, or inability to complete reviews) that necessitate collaboration between the departments to complete case reviews on the others behalf.

NOW, THEREFORE, YCHHSD and SCHHSD hereto mutually agree as follows:

1. TERM

This MOU shall be effective when all parties have signed and shall remain in full force and effect until terminated in accordance with Provision 7, TERMINATION.

2. DESIGNATED REPRESENTATIVES

Jennifer Vasquez, Director, is the authorized representative of County and will administer this Agreement for YCHHSD. Nancy O'Hara, Director, Sutter County Health and Human Services Department, Welfare and Social Services Division, is the authorized representative for SCHHSD. Changes in designated representatives shall occur only by advance written notice to the other party.

3. QUALITATIVE CASE REVIEWS

Should the aforementioned situation(s) arise which necessitate close collaboration between YCHHSD and SCHHSD to complete case review requirements, the parties shall ensure:

- 3.1** Staff conducting case reviews have successfully completed all components of the case review certification process and are certified to complete federal case reviews;
- 3.2** Cases are reviewed in accordance with the criteria described in the California Department of Social Services, Children and Family Services Division, Child Welfare Services Case Review Policies and Procedures Manual (<http://www.childsworld.ca.gov/res/CFSR/CaseReviewPoliciesProceduresManual.pdf>);
- 3.3** Case reviewers complete their reviews using an unmodified electronic version of the federal Child and Family Services Reviews Onsite Review Instrument (OSRI) published by the Administration for Children and Families;
- 3.4** Case reviews are submitted through the Online Monitoring System (OMS);
- 3.5** Cases are submitted for County level quality assurance (QA) as soon as practicable after entering in OMS by case reviewer;
- 3.6** That County level QA staff schedule meeting(s) with the reviewer to debrief the case, review the ratings and the reasons for the ratings. This is shared with County level QA staff in county where case originated.

4. CONFIDENTIALITY

All exchanged information by each party and use and disclosure of such information under this MOU shall be in strict conformation with all applicable Federal, State and/or local laws and regulations relating to confidentiality including, but not limited to, the California Confidentiality of Medical Information Act (California Civil

Code Section 56 *et seq.*), Welfare and Institutions Code Sections 5328 *et seq.*, 10850 and 14100.2, Health and Safety Code Sections 11977 and 11812.22, California Code of Regulations Section 51009, and 42 Code of Federal Regulations Section 2.1 *et seq.*, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and associated regulations at 45 CFR Parts 160, 162, and 164; the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-000, the California Department of Health Services Medi-Cal Eligibility Manual, Section 2H, and the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Yuba to assure that all applications and records concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed or used for any purpose not directly connected with administration of the program.

Each party shall inform all of its employees of the applicable confidentiality laws and regulations and that any person knowingly and intentionally violating such laws and regulations may be guilty of a misdemeanor (Welfare & Institutions Code 10850).

Each party is responsible for monitoring its compliance with all State and Federal statutes and regulations regarding confidentiality. Each party shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program/services or other uses authorized by law that are not in conflict with requirements of confidentiality.

Each party shall implement administrative, physical and technical safeguards that are reasonable and appropriately protect the confidentiality, integrity and availability of Protected Health Information/Personally Identifiable Information (PHI/PII) that is disclosed or received by the other party.

Each party shall ensure that any agent, including a subcontractor to whom each party provides PHI/PII, or to whom each party provides PHI/PII which is disclosed or received by the other party, is allowable by law and that the agent/subcontractor agrees to the same restrictions and conditions that apply to each party with respect to such information.

The parties agree to take such action as is necessary to amend this MOU as necessary for each party to comply with Federal, State and/or local laws and regulations relating to confidentiality and privacy and security rules.

Each party shall mitigate, to the extent practicable, any harmful effect that is known to each other of a use or disclosure of PHI/PII by each party in violation of the

requirements of this MOU or Federal, State, or local confidentiality laws or regulations.

5. DATA SECURITY

Confidential Client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

Each party shall inform the other in writing within five (5) workings days of any security incident related to confidential data of which each party becomes aware. It is understood that if the security breach incident is not corrected within sixty (60) days of the written notification, each party acknowledges that each Director or designee may terminate this MOU in accordance with Section 1 – Term.

Each party is responsible to immediately notify each other of any breaches or potential breaches of security related to each party's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes each other's data internally or externally.

In the event of a breach of security related to confidential client information provided to each other, each party will manage the response to the incident, however, each party may be responsible to issue any notification to affected individuals as required by law or as deemed necessary by each party's discretion. Each party will be responsible for all costs incurred as a result of providing the required notification.

6. GENERAL PROVISIONS

- 6.1. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- 6.2. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services for a period of seven (7) years upon termination/expiration of this MOU. Therefore, the parties agree to retain such records for the recited seven (7) year period.
- 6.3. The Parties agree that their performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba,

the County of Sutter, the State of California, and the United States government.

- 6.4. The Parties agree to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba and/or the County of Sutter including standards set forth in the Injury and Illness Prevention Program.
- 6.5. The Parties warrant that they are knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 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. The Parties agree that its employees will execute appropriate certifications relating to reporting requirements.
- 6.6. The Parties warrant that they are knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. The Parties agree that its employees will execute appropriate certifications relating to Drug Free Workplace.
- 6.7. YCHHSD shall defend, indemnify, and hold harmless SCHHSD, its elected and appointed councils, boards, commissions, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of YCHHSD in the performance of services rendered under this agreement by YCHHSD, or any of YCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.
- 6.8. SCHHSD shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, commissions, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of SCHHSD in the performance of services rendered under this agreement by SCHHSD, or any of SCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

6.9. The Parties shall produce 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 and the results of that work by the respective Parties, their agents, representatives, employees or subcontractors.

6.10. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

7. TERMINATION

Notwithstanding any other provision of this MOU, this MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

///

///

///

///

Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Ste. 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to SCHHSD:

Lori Harrah, Assistant Director,
Sutter County Health and Human
Services Department, Welfare
and Social Services
P.O. Box 1535
Yuba City, CA 95992

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Ste. C
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____
Jennifer Vasquez, Director

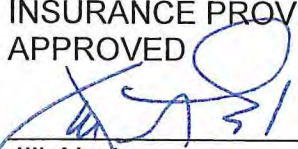
Date: _____

YUBA COUNTY BOARD OF SUPERVISORS

By: _____
Chair

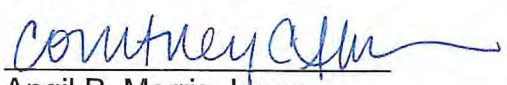
Date: _____

INSURANCE PROVISIONS
APPROVED



Jill Abel,
Human Resources Director
& Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones

ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

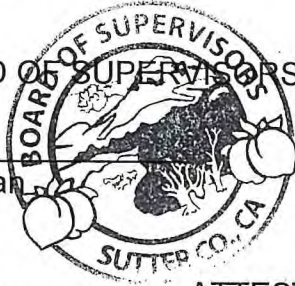
SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: Nancy O'Hara
Nancy O'Hara, Director,
Sutter County Health and Human Services
Department, Welfare and Social Services

Date: 4-24-17

SUTTER COUNTY BOARD OF SUPERVISORS

By: Jim Whiteaker
Jim Whiteaker, Chairman



Date: 5/23/17

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL
BOARD

By: Jean Jordan
Jean Jordan

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE

Alison Weaver, Deputy