BOARD OF SUPERVISORS

AGENDA

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

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

TUESDAY, AUGUST 08, 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.

PLEDGE OF ALLEGIANCE - Led by Supervisor Lofton

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.

227/2017 Office of Emergency Services: Adopt a resolution proclaiming existence of ongoing local emergency due to the Oroville Dam Event.

339/2017 Clerk of the Board of Supervisors: Reappoint David Peitz to Peoria Cemetery District with a term ending August 13, 2021.

260/2017 Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to tree mortality.

261/2017 Office of Emergency Services: Adopt resolution to approve ongoing local emergency proclamation due to Flood Waters.

262/2017 Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to Historic Rainfall.

341/2017 Clerk of the Board of Supervisors: Approve meeting minutes of July 18 and 25, 2017.

346/2017 Community Development and Services Agency: Approve plans, specifications and estimate for the Gold Village Drought Resiliency Project and authorize advertisement with a tentative bid opening date of September 6, 2017.

343/2017 Community Development and Services Agency: Receive notice of Final Map TM 2004-0060, The Orchard Phase 6 under review, pending approval.

326/2017 Health and Human Services: Approve agreement with Children's Home Society of California for California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Services and authorize Chair to execute. (Human Services Committee recommends approval)

351/2017 Community Development and Services Agency: Award contract to Drake Haglan and Associates for construction management services for New York House Road Bridge Over Dry Creek Replacement project and authorize Chair to execute.

352/2017 Community Development and Services Agency: Award contract to Drake Haglan and Associates for professional design services for Waldo Road Bridge Over Dry Creek Replacement project and authorize Chair to execute.

355/2017 Sheriff-Coroner: Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for female inmates at the Yuba County Jail for the Fiscal Year 2017-2018 and authorize Chair to execute.

336/2017 Sutter-Yuba Behavioral Health: Adopt resolution authorizing application for No Place like Home Noncompetative Allocation Funds supporting Regional Housing Project in partnership with Regional Housing Authority and Sutter County.

345/2017 Administrative Services: Adopt resolution approving grant deed granting an easement on 14th Street to City of Marysville for newly installed sewer line and authorizing the Chair to execute.

347/2017 Administrative Services: Adopt resolution pursuant to Section 2.50.060 declaring property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizing the Director of Administrative Services to sell property.

334/2017 Sheriff-Coroner: Approve agreement with Yuba County Water Agency for law enforcement services for the limited term May 15, 2017 through September 15, 2017 and authorize Chair to execute.

354/2017 Sheriff-Coroner: Approve Memorandum of Understanding with Yuba County Office of Education to provide vocational educational programs for male inmates at Yuba County Jail for Fiscal Year 2017-2018 and authorize Chair to execute.

360/2017 Sutter-Yuba Behavioral Health: Adopt resolution dedicating unencumbered Mental Health Services Act Funds to support a regional housing project in partnership with the Regional Housing Authority.

SPECIAL PRESENTATIONS

340/2017 Present proclamation recognizing August 2017 Hmong History Month. (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.

COUNTY DEPARTMENTS

290/2017 County Administrator: Adopt resolution supporting creation of Plumas Lake ZIP Code. (Ten minute estimate)

338/2017 Administrative Services: Approve Memorandum of Understanding between the Yuba County Sheriff's Department and Yuba County Airport for Miller Day Hall and Animal Care Services and authorize Director of Administrative Services to execute agreements. (Ten minute estimate) (4/5 vote required) (Roll Call Vote)

337/2017 Administrative Services: Approve Memorandum of Understanding between Yuba County Public Works Department and Yuba County Airport for Road Department operations and storage, and authorize Director of Administrative Services to execute. (Ten minute estimate) (4/5 vote required) (Roll Call Vote)

301/2017 Community Development: Adopt resolution approving a Joint Exercise of Powers Agreement between the County of Yuba and the City of Wheatland creating the South Yuba Transportation Improvement Authority and designating two members of the Board to serve as the County designated Directors (Fifteen minute estimate)

353/2017 County Counsel: Adopt resolution declaring its intent to appoint Board of Supervisors to be the Board of Trustees of Smartsville Cemetery District; scheduling public hearing for September 12, 2017 at 9:00 a.m. on whether the Board of Supervisors should govern the District; and directing Clerk of the Board to publish notice in accordance with Health and Safety Code 9026(c). (Fifteen minute estimate)

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.

348/2017 Public Hearing - Hold public hearing and approve Local Agency Formation Commission of Yuba County Conflict of Interest Code. (Clerk of the Board of Supervisors) (Five minute estimate)

CORRESPONDENCE

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

333/2017 Two notices from California Central Valley Regional Water Quality Control Board regarding Public Outreach Meetings.

342/2017 Notice from State of California Fish and Game Commission regarding proposed regulatory action relating to commercial fisheries landing requirements.

344/2017 Letter from San Mateo County, David Canepa Fifth District Supervisor, regarding "Internet Safe Exchange Zone".

349/2017 Notice from State of California Department of Fish and Wildlife Natural Resources Agency regarding status review for Foothill Yellow-legged Frog.

350/2017 Independent Audit Report and Financial Statement for Linda Fire Protection District for Fiscal Year ending June 30, 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

69/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) - Fellowship of Friends vs. County of Yuba, YCSCCVPT14-0000794

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler

288/2017 Personnel pursuant to Government Code §54957(b)(1) – Department Head Evaluation/Public Health Officer

357/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code 54956.9(d)(1), Folsom Lake Asphalt Inc. vs. Swan Engineering Inc, Yuba County, Randy Hill Construction YCSCCVCV16-0000507

ADJOURN

Human Services Committee – Supervisors Bradford, Leahy, Alternate Vasquez

325/2017 Consider agreement for professional services with Children's Home Society of California for Stage I child care services for the California Work Opportunity and Responsibility to Kids (CalWORKs) program - Health and Human Services (Ten 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: Scott Bryan, Emergency Operations Manager

SUBJECT: Adopt a resolution proclaiming existence of ongoing local emergency due to the Oroville Dam Event.

DATE: 08/08/2017

NUMBER: 227/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Spillway Event.

Background:

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in mandatory evacuations for the majority of the residents in Yuba County

Discussion:

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

Committee:

This item was not brought to committee because it is an ongoing item proclaimed during a local emergency, previously approved by the board.

Fiscal Impact:

Damage to private and public property cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Attachments: 227/2017: Oroville Dam Event Resolution

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS	)	
ADOPT A RESOLUTION	)	
PROCLAIMING THE EXISTENCE OF	)	
AN ONGOING LOCAL EMERGENCY	)	
DUE TO THE OROVILLE DAM EVENT	)	
	)	**RESOLUTION NO.** _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on February 14, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

///

///

BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

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.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____

APPROVE AS TO FORM:
COUNTY COUNSEL

Courtney C Thr

The County of Yuba

Board of Supervisors

TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Reappoint David Peitz to Peoria Cemetery District as a Director with a term ending August 13, 2021.

DATE: August 8, 2017

NUMBER: 339/2017

Recommendation

Re-appoint Mr. David Peitz to Peoria Cemetery District as a Director with a term ending August 13, 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 Mr. Peitz's term. Mr. David Peitz has been in service on the Peoria Cemetery District since April 22, 2014 and would like to continue in this capacity.

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.

The County of Yuba

County Administrator

TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to proclaim ongoing local emergency due to tree mortality.

DATE: 08/08/2017

NUMBER: 260/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

Background:

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Committee:

Item had no committee action due it being an on-going item before the Board of Supervisors.

Fiscal Impact:

Costs to alleviate this issue are unknown.

Attachments: 260-2017 Tree Mortality Resolution

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS	)	
ADOPT A RESOLUTION	)	
PROCLAIMING THE EXISTENCE OF	)	
AN ONGOING LOCAL EMERGENCY	)	
DUE TO TREE MORTALITY IN THE	)	
COUNTY OF YUBA.	)	**RESOLUTION NO.** _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____

APPROVE AS TO FORM:
COUNTY COUNSEL

_____

The County of Yuba

County Administrator

TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to approve ongoing local emergency proclamation due to Flood Waters.

DATE: 08/08/2017

NUMBER: 261/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

Background

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclaim a local emergency until the end of the incident period per *Govt. Code Section 8630(c).* This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per G*ovt. Code Section 8630(d)* this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee:

There was no committee action due to this being an on-going Board of Supervisors item.

Fiscal Impact:

Fiscal impacts have yet to be fully determined.

Attachments: 261/2017: Flood Waters Resolution

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS	)	
ADOPT A RESOLUTION	)	
PROCLAIMING THE EXISTENCE OF	)	
AN ONGOING LOCAL EMERGENCY	)	
DUE TO FLOOD WATERS IN THE	)	
COUNTY OF YUBA.	)	**RESOLUTION NO.** _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d), this* proclamation of emergency shall be terminated as soon as reasonably possible.

#

#

#

#

#

#

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____

APPROVE AS TO FORM:
COUNTY COUNSEL

_____

The County of Yuba

County Administrator

TO: Board of Supervisors

FROM: Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to proclaim ongoing local emergency due to Historic Rainfall.

DATE: 08/08/2017

NUMBER: 262/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Historic Rainfall.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing floodwater inundation, the damages cannot yet be calculated. Therefore, it is recommended that your Board proclaim a local emergency until the end of the incident period per *Govt. Code Section 8630(c).* This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per G*ovt. Code Section 8630(d), this* proclamation of emergency shall be terminated as soon as reasonably possible.

Committee:

There was no committee action due to this being an on-going Board of Supervisors item.

Fiscal Impact:

The total fiscal impact has yet to be determined.

Attachments: 262/2017: Historic Rainfall Resolution

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS	)	
ADOPT A RESOLUTION	)	
PROCLAIMING THE EXISTENCE OF	)	
AN ONGOING LOCAL EMERGENCY	)	
DUE TO HISTORIC RAINFALL IN THE	)	
COUNTY OF YUBA.	)	**RESOLUTION NO.** _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

WHEREAS, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d), this* proclamation of emergency shall be terminated as soon as reasonably possible.

///

///

///

///

///

///

///

///

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____

APPROVE AS TO FORM:
COUNTY COUNSEL

_____

The County of Yuba

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

JULY 18, 2017 – MINUTES

Call to order 4:00 p.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present were County Administrator Robert Bendorf and County Counsel Courtney Abril.

PLEDGE OF ALLEGIANCE - Led by Supervisor Leahy

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

COUNTY DEPARTMENTS

300/2017 Community Development and Services: Discuss entering into a Joint Exercise of Powers Agreement between the County of Yuba and the City of Wheatland for the purpose of implementing shared transportation infrastructure improvements. (60 minute estimate)

Community Development Director Kevin Mallen recapped discussions with Wheatland Community Development Director and City Manager regarding common interest to address growth issues surrounding measures for traffic/road improvements and recapped concept of draft Joint Powers Agreement (JPA) for South Yuba Transportation Authority between the County and City which would be approved by both the entities and responded to inquiries.

Wheatland City Manager Greg Greeson and Planning Director Tim Raney briefly recapped briefly recapped discussion looking at solutions on transportation for the regional of South Yuba that address solutions related to travel and recommendation for consensus to move forward and responded to inquiries.

City Council members and Board members commended staff efforts.

County Administrator Robert Bendorf indicated an affirmative action to move forward with future action by each board was sought. Mr. Bendorf recapped different options and best practices were reviewed for consideration and indicated Beale Air Force Base staff would be part of advisory group regarding transportation.

Economic Development Executive Director Brynda Stranix commended effort which will bolster economic efforts for current and future project.

MOTION: Move to bring back JPA to respective Board for formal action
MOVED: Leahy, Mike SECOND: Bradford, Gary
YES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
NO: None ABSTAIN: None ABSENT: None

Wheatland City Council unanimously passed motion to bring the JPA back to respective Boards for formal action.

Mr. Mallen indicated following final legal review of the JPA by respective entities it would be brought forward to respective Boards in August and funds from development impact fees would “seed” initial steps.

ADJOURN: 4:19 p.m.

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____ Approved: _____

The County of Yuba

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

JULY 25, 2017 – MINUTES

SPECIAL MEETING

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – Lofton and Fletcher Absent

CLOSED SESSION - The Board retired into closed session at 8:31 a.m. and returned at 8:55 a.m.

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler – No report

County Administrator Robert Bendorf left closed session at 8:50 a.m. during discussion on DDAA.

ADJOURN: 8:55 a.m.

REGULAR MEETING

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

PLEDGE OF ALLEGIANCE - Led by Supervisor Leahy

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – Lofton and Fletcher Absent

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

298/2017 Community Development and Services Agency: Adopt resolution confirming report of delinquent solid waste collection accounts and order assessment to be placed on property tax roll. Adopted Resolution No. 2017-87

324/2017 Clerk of the Board of Supervisors: Approve meeting minutes of June 27 and July 11, 2017. Approved as written

327/2017 Community Development and Services Agency: Award contract to Drake Haglan and Associates to provide construction phase professional services for the Various Projects Office Engineer and authorize Chair to execute. Approved

329/2017 Administrative Services: Approve renewal of airport ground lease and use permit Reach Air Medical Services, LLC and authorize Chair to execute. Approved

330/2017 Administrative Services: Adopt resolution authorizing County Administrator to file application with California Department of Transportation for State Airport loan; and authorizing County Administrator to execute any documents required to apply for and accept loan funds. Adopted Resolution No. 2017-88

331/2017 Administrative Services: Adopt resolution authorizing submittal of application, acceptance of funds, and execution of grant agreement with California Department of Transportation, for airport improvement program (AIP) matching grant; and authorize County Administrator to execute documents to apply for and accept funds. Adopted Resolution No. 2017-89

328/2017 Community Development and Services Agency: Approve acquisition agreements of real property on portions of APN 016-060-023 and 016-060-048 from Shoei Foods, Inc. for roadway easements along Feather River Boulevard for a total sum of $11,870.00 pursuant to Yuba County Code §2.50.280; and authorize Public Works Director to execute. Approved

332/2017 Community Development and Services Agency: Award contract to The Hanna Group to provide construction management services for Alleghany Road Bridge Over Oregon Creek Replacement project and authorize Chair to execute agreement upon approval of County Counsel. Approved

PUBLIC COMMUNICATIONS - None

COUNTY DEPARTMENTS

320/2017 County Administrator: Approve Agreement with Yuba County Water Agency for twelve month cash flow loan in the amount of $6,668,474 to pre-pay County's annual unfunded liability portion of CalPERS payment for FY 2017-2018. (Fifteen minute estimate) County Administrator Robert Bendorf recapped agreement benefits and net savings to the county of approximately $180,000.

MOTION: Approve Consent Agenda
MOVED: Mike Leahy SECOND: Gary Bradford
AYES: Andy Vasquez, Mike Leahy, Gary Bradford
NOES: None ABSTAIN: None ABSENT: Doug Lofton, Randy Fletcher

335/2017 County Administrator: Provide direction for position letter on AB 1270 and related Coalition Letter, as they pertain to California dams. Legislative Affairs Coordinator Russ Brown recapped Assembly Bill 1270 and responded to Board inquiries.

MOTION: Move to approve support of AB 1270
MOVED: Gary Bradford SECOND: Mike Leahy
AYES: Andy Vasquez, Mike Leahy, Gary Bradford
NOES: None ABSTAIN: None ABSENT: Doug Lofton, Randy Fletcher

Mr. Brown recapped coalition letter delaying the FERC relicensing.

The following individuals spoke:
- Mr. Curtis Grima
- Ms. Shari Setser

- Mr. Mark Mulliner
- Ms. Laura Nicholson
- Ms. Sandi Linville

MOTION: Move to execute Coalition letter delaying FERC relicensing
MOVED: Gary Bradford SECOND:

Motion died for lack of a second

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

125/2017 Two notices from California Fish and Game Commission regarding Notice of Findings on the northern spotted owl and the foothill-yellow-legged frog. 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 Bradford:
- First 5 Yuba meeting July 14
- Plumas Lake zip code update

Supervisor Leahy:
- State Fair awards ceremony July 14
- Greater Sacramento Economic Development July 19
- Department of Water Resources meetings
- Oroville Dam Spillway repair tour August 3
- North Beale Road Homeless concerns

Supervisor Vasquez: Department of Water Resources meeting July 24

CLOSED SESSION - The Board retired into closed session at 8:31 a.m. and returned at 8:55 a.m.

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler – No report

County Administrator Robert Bendorf left closed session at 8:50 a.m. during discussion on DDAA.

ADJOURN: 9:37 a.m.

_____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____ Approved: _____

The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Perkins

SUBJECT: Approve plans, specifications, estimate for the Gold Village Drought Resiliency Project, and authorize advertisement with a tentative bid opening date of September 6, 2017.

DATE: August 8, 2017

NUMBER: 346/2017

Recommendation

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids with a tentative bid opening of September 6, 2017. The Specifications are available for review at the Public Works Department.

Background

This project will entail constructing a second 250,000-gallon water storage tank that will be located adjacent to the existing 250,000-gallon water storage tank that provides water storage for the residents of the Gold Village subdivision. The project, the Gold Village Drought Resiliency Project, is fully funded through a Prop 84 Integrated Regional Water Management (IRWM) Implementation Grant.

Discussion

The work will consist of grading a pad for the tank location and then construction of the 250,000-gallon water storage tank. The engineer's estimate for construction and construction engineering costs are projected to be $606,000. The project is expected to be completed by March 2018.

Committee Action:

This item has bypassed committee and has gone directly to the Board in an effort to allow project related grading to commence in the fall of 2017 and before the construction season ends due to rain. The

actual construction of the water storage tank can be constructed during rainy weather, which is why the expected project completion date is March 2018.

Fiscal Impact:

1. General Fund Impact – None
2. Non-General Fund Impact - $606,000
3. Source of Funds – Prop 84 IRWM Grant $606,000

Attachments: None

The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Jeff Olsen

SUBJECT: Receive notice of Final Map for TM 2004-0060 under review, pending approval.

DATE: August 8, 2017

NUMBER: 343/2017

Recommendation

Receive notice pursuant to Section 66458(d) of the California Government Code that a Final Map for Tract Map No. 2004-0060 is ready for recordation.

Discussion / Background

The attached notice provides pertinent details of the proposed map.

Attachments

343/2017 Final Map for TM 2004-0060, The Orchard Phase 6
343/2017 Notice to Board of Supervisors Final Map under review, pending approval

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director
Phone – (530) 749-5436 • Fax – (530) 749-5434
915 8th Street, Suite 125
Marysville, California 95901
www.co.yuba.ca.us

BUILDING
749-5440 • Fax749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

DATE: August 8, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS
FROM: MICHAEL LEE, COUNTY SURVEYOR
SUBJ: FINAL MAPS UNDER REVIEW PENDING APPROVAL

****

NOTICE
TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Development Code §11.41.050, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval:

Tract Map No. 2004-0060, The Orchard Phase Six, for John W. Butler and A&M Farms, a California General Partnership, portion of APN 019-230-109

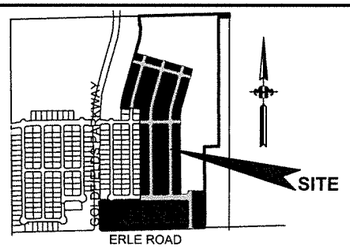
This map, consisting of 6 sheets, encompasses a total of 59.83 acres and is a portion of Phase 6 of the conditionally approved Tentative Subdivision Tract Map 2003-0016, The Orchard. Situated north and east of the previously filed Phase 1, it consists of 121 single family residential lots lying north of Riverbank Drive and east of Goldfields Parkway.

Offers of dedication to be accepted include interior roads, pedestrian and landscape easements, public service easements, storm drain easements and wall maintenance easements.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2003-0016.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

for
Michael Lee, County Surveyor



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED,JOHN W. BEUTLER AND A&M FARMS, A CALIFORNIA GENERAL PARTNERSHIP, AS HOLDER OF RECORD TITLE INTEREST OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF TRACT MAP NO. 2004-60, "THE ORCHARD PHASE 6", AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. STRIPS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS AUTUMN LANE, ERLE ROAD, GOLDFIELDS PARKWAY, GLOWHAVEN STREET, HARCREST DRIVE, NECTAR WAY, SEEDLING WAY, SUNHAVEN STREET, AND RIVERBANK DRIVE.

2. EASEMENTS INDICATED AS 12' P.E. & L.E. (PEDESTRIAN EASEMENTS AND LANDSCAPE EASEMENTS), FOR, BUT NOT LIMITED TO SIDEWALK PURPOSES, CENTRALIZED MAIL DELIVERY UNITS, STREET SIGNS, TRAFFIC SAFETY SIGNS AND STREET LIGHTING.

3. EASEMENTS INDICATED AS 22' P.S.E. (PUBLIC SERVICE EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE COUNTY, ITS AGENTS OR ANY FRANCHISEE.

4. EASEMENTS FOR UNDERGROUND STORM WATER DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 15 FEET IN WIDTH AND DESIGNATED "STORM WATER DRAINAGE EASEMENT" (S.W.D.E.).

5. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOT "A" AS SHOWN HEREIN AND DESIGNATED "2' WALL ACCESS AND MAINTENANCE EASEMENT".

_____
BY: JOHN W. BEUTLER

A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

_____
BY: MEL AMAREL, GENERAL PARTNER O F A&M FARMS

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____ } SS

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

_____
SIGNATURE OF NOTARY

_____
NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

TRACT MAP APPROVAL STATEMENT

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.41.050, CHAPTER 11.41 OF DIVISION IV OF THE YUBA COUNTY DEVELOPMENT CODE ORDINANCE HEREBY FINDS THE FINAL MAP FOR TRACT MAP 2004-0060, THE ORCHARD PHASE SIX, TO BE IN ACCORDANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP.THE UNDERSIGNED OFFICER ALSO ACCEPTS, ON BEHALF OF THE PUBLIC, THE IRREVOCABLE OFFER OF DEDICATION OF THOSE ROADS NAMED IN ITEM 1, SUBJECT TO IMPROVEMENT, AND THE PEDESTRIAN EASEMENTS, LANDSCAPE EASEMENTS, PUBLIC SERVICE EASEMENTS AND STORM WATER DRAINAGE EASEMENTS NAMED IN ITEMS 2, 3, 4, AND 5 IN THE HEREON OWNER'S STATEMENT.

SHOULD THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH PROPERTY WAS DEDICATED IN FEE SIMPLE NO LONGER EXISTS, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, THE COUNTY OF YUBA SHALL RECONVEY THE ABOVE DESCRIBED PROPERTY TO THE GRANTOR, WHOSE CURRENT ADDRESS IS:

JOHN W. BEUTLER AND A&M FARMS, A CALIFORNIA GENERAL PARTNERSHIP, 3120 LIVE OAK BLVD #104 YUBA CITY CA 95991, OR TO THE SUCCESSOR(S) IN INTEREST PURSUANT TO GOVERNMENT CODE SECTION 66477.5.

_____
MICHAEL LEE
YUBA COUNTY SURVEYOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF JOHN W. BEUTLER AND A&M FARMS, A CALIFORNIA GENERAL PARTNERSHIP **IN THE MONTH OFJUNE 2017. I HEREBY STATE THAT THIS FINAL MAP IS TRUE AND COMPLETE, SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THE MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT SAID MONUMENTS HAVE BEEN PLACED OR WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE JUNE 1, 2018.**

DATE:_____

_____
ROGER K. HANLIN
P.L.S. 5912

PROFESSIONAL LAND SURVEYOR
ROGER K. HANLIN
NO. LS 5912
STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I, MICHAEL G. LEE, COUNTY SURVEYOR OF THE COUNTY OF YUBA DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
MICHAEL GLEN LEE P.L.S. 7853 **DATE**
(LICENSE EXPIRES 12-31-2018)
COUNTY SURVEYOR - YUBA COUNTY

PROFESSIONAL LAND SURVEYOR
MICHAEL GLEN LEE
NO. LS 7853
STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2017 AT __:____ __M, IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF MHM INC.

DOC NO. _____ **TERRY A. HANSEN**
YUBA COUNTY RECORDER

FEE PD. $_____ **BY** _____
DEPUTY

NOTES:

1. A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENTS FOR TRACT MAP NO. 2004- 60, FOR JOHN W. BEUTLER AND A&M FARMS, A CALIFORNIA GENERAL PARTNERSHIP, CONTAINING INFORMATION NOT INTENDED TO AFFECT RECORD TITLE INTREST IN BUT WHICH REFLECTS CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP IS BEING CONCURRENTLY RECORDED AT DOCUMENT NO. _____ OFFICIAL RECORDS OF YUBA COUNTY.

2. THERE IS AN EASEMENT OVER SAID LAND FOR AVIATION AND NOISE AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF YUBA AND BEALE AIR FORCE BASE OF THE UNITED STATES GOVERNMENT, IN DEED RECORDED MAY 20, 2005, AS INSTRUMENT NO. 2005R-011380, OFFICIAL RECORDS THAT AFFECTS THE AIRSPACE ABOVE THE PROPERTY.

TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901

15-153

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____ } SS

ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

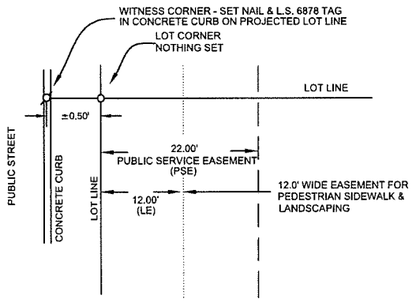
_____
SIGNATURE OF NOTARY

_____
NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)



THIS TYPICAL DETAIL IS APPURTENANT TO ALL LOTS

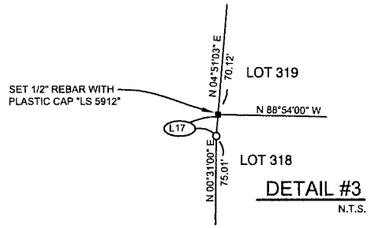
TYPICAL 22' P.S.E., 12' P.E. & L.E.
MONUMENTATION DETAIL #1
N.T.S.

SUBDIVIDED AREA = 59.83 ACRES

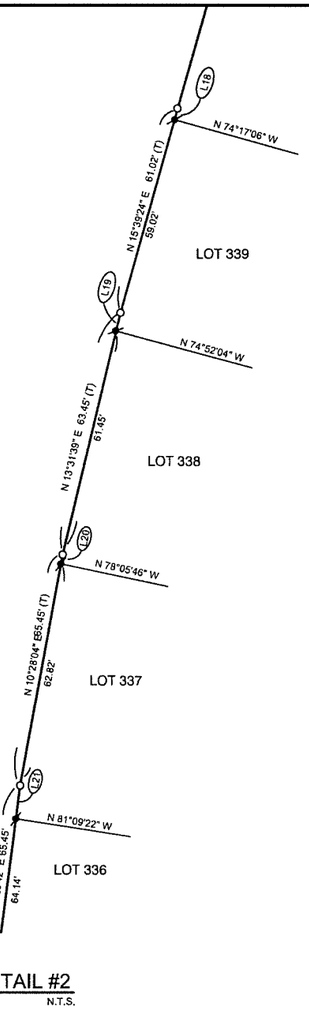
LOTS = 27.29 ACRES

ROADS = 5.84 ACRES

REMAINDER = 26.70 ACRES



DETAIL #3
N.T.S.



DETAIL #2
N.T.S.

CURVE TABLE					
	CURVE	DELTA	RADIUS	LENGTH	CHORD
(T)	C1	90°53'29"	27.00'	42.83'	38.48' - N46°03'28"W
	C2	90°00'00"	27.00'	42.41'	VARIES
	C3	90°00'00"	22.00'	34.56'	VARIES
	C4	3°03'36"	1101.00'	58.80'	58.80' - S10°22'26"W
	C5	3°02'30"	1101.00'	58.45'	58.44' - S13°25'29"W
	C6	90°57'17"	22.00'	34.92'	31.37' - N14°45'36"E
	C7	89°02'38"	22.00'	34.19'	30.85' - N60°14'13"E
	C8	3°59'37"	1061.00'	73.95'	73.94' - S08°54'24"W
	C9	4°07'16"	1061.00'	76.31'	76.30' - S12°57'51"W
	C10	0°41'25"	1061.00'	12.78'	12.78' - S15°22'11"W
(R2, R5,&M)	C11	1°07'35"	1101.00'	21.64'	21.64' - S06°20'49"W
	C12	1°56'02"	1101.00'	37.16'	37.16' - S07°52'37"W
	C13	0°46'10"	1101.00'	14.79'	14.78' - N15°19'49"E
	C14	3°37'33"	861.00'	54.49'	54.47' - N01°12'00"W
	C15	3°59'37"	861.00'	60.01'	60.00' - S08°54'24"W
	C16	3°57'39"	861.00'	59.52'	59.51' - S12°53'02"W
	C17	0°51'03"	861.00'	12.78'	12.78' - N15°17'23"E
	C18	4°42'30"	821.00'	67.47'	67.45' - S01°44'29"W
	C19	5°18'49"	821.00'	76.14'	76.11' - S06°45'09"W
	C20	5°07'34"	821.00'	73.45'	73.43' - S11°58'21"W
	C21	1°10'46"	821.00'	16.90'	16.90' - S15°07'31"W
	C22	4°54'13"	621.00'	53.15'	53.13' - S01°50'21"W
	C23	5°10'06"	621.00'	56.02'	56.00' - S06°52'30"W
	C24	5°04'34"	621.00'	55.02'	55.00' - S11°59'50"W
	C25	1°10'47"	621.00'	12.78'	12.78' - N15°07'31"E
	C26	2°55'50"	581.00'	29.72'	29.71' - N14°14'59"E
	C27	7°51'58"	581.00'	79.76'	79.70' - S08°51'05"W
	C28	5°31'52"	581.00'	56.09'	56.07' - N02°09'10"E
	C29	3°53'49"	861.00'	58.56'	58.55' - S04°57'41"W
	C30	79°19'41"	27.00'	37.38'	34.47' - N51°50'22"W
	C31	11°33'48"	27.00'	5.45'	5.44' - S06°23'38"E
	C32	89°06'34"	27.00'	41.99'	37.89' - N89°23'14"E
	C33	90°46'54"	27.00'	42.78'	38.44' - S46°00'13"E
(R2, R5,&M)	C34	90°11'29"	50.00'	78.71'	70.83' - N85°30'01"W
(R2, R5,&M)	C35	39°58'59"	27.00'	18.84'	18.46' - S69°23'45"W
(R2)	C36	04°00'56"	430.00'	30.14'	30.13' - S89°31'29"E
(R2)	C37	00°51'47"	980.00'	14.76'	14.76' - S88°20'41"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°36'46" W	42.00'
L2	N 15°42'54" E	20.00'
L3	N 01°30'12" W	22.00'
L4	N 00°36'46" W	64.00'
L5	N 15°42'54" E	20.00'
L6	N 83°05'24" W	20.00'
L7	N 00°36'46" W	20.00'
L8	N 89°23'14" E	20.00'
L9	N 15°12'17" E	18.26'
L10	N 89°23'14" E	20.00'
L11	N 00°36'46" W	12.89'
L12	N 74°17'06" W	20.00'
L13	S 01°30'12" E	20.00'
L14	S 88°29'48" W	20.00'
L15	N 07°13'53" E	3.47'
L16	S 88°29'48" W	20.00'
L17	N 04°51'03" E	3.00'
L18	N 15°39'24" E	2.00'
L19	N 13°31'39" E	2.00'
L20	N 10°28'04" E	2.63'
L21	N 07°20'42" E	1.31'

LEGEND

■	SET MONUMENT AS INDICATED
o	CALCULATED POINT, NOTHING FOUND OR SET
⌀	FOUND LEAD, NAIL & TAG "LS 6878" IN CURB
⌀	FOUND 1/2" REBAR WITH PLASTIC CAP "LS 6878"
▲	FOUND STANDARD MONUMENT IN WELL STAMPED "LS 6878"
( )	EMBRACES RECORD DATA
(E)	EXISTING
(T)	TOTAL
C	REPRESENTS CALCULATED DATA
M	REPRESENTS MEASURED DATA
R/W	RIGHT-OF-WAY
S.N.F	SEARCH NOT FOUND
(R)	RADIAL BEARING

RECORD REFERENCES

(R1) R.O.S. 2004-09 BOOK 78 MAPS PG 31

(R2) LOT LINE ADJUSTMENT 2004-0014 DOCUMENT NO. 2004R-016621

(R3) PROPERTY DEEDED TO YUBA COUNTY DOCUMENT NO. 2006R-005390

(R4) BOOK 86 MAPS PG. 32
TM 2003-16 (THE ORCHARD -PHASE ONE)

(R5) BOOK 94 MAPS PG. 43
TM 2004-53 (THE ORCHARD -PHASE TWO)

BASIS OF BEARINGS

THE BEARING N 89°29'48" E WAS ASSIGNED TO THE LINE BETWEEN THE 2.5" BRASS TOPPER AT THE SOUTH 1/4 CORNER OF SECTION 28 AND THE 2.5" BRASS TOPPER AT THE SOUTH EAST CORNER OF SECTION 28 IN ERLE ROAD. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON TM NO. 2003-16 "THE ORCHARD - PHASE ONE" FILED IN BOOK 86 OF MAPS AT PAGE 32 YUBA COUNTY RECORDS. THE DISTANCES SHOWN ARE GRID, MULTIPLY BY 1.000085 TO OBTAIN GROUND DISTANCES.

TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

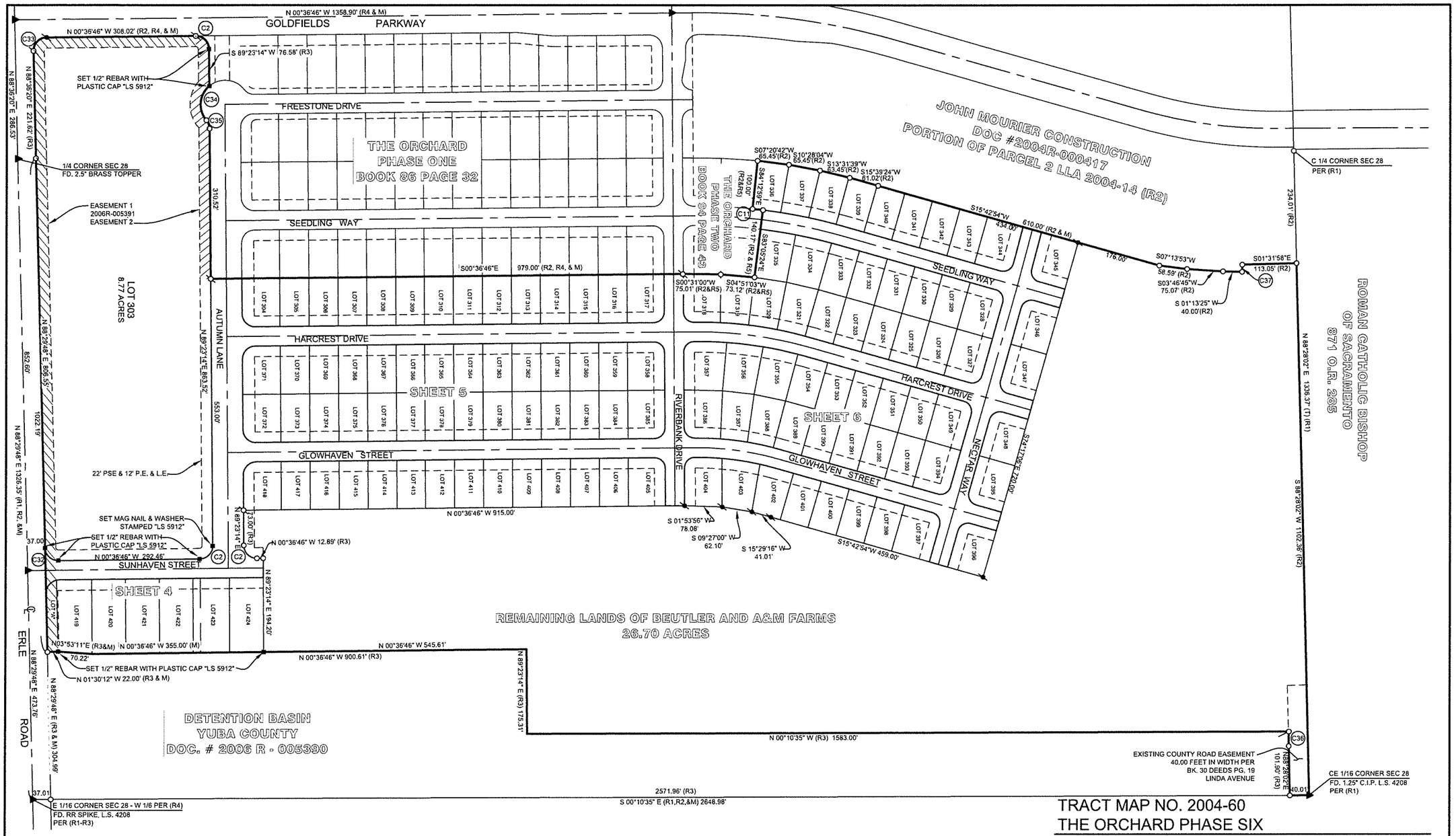
BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901

15-153



TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

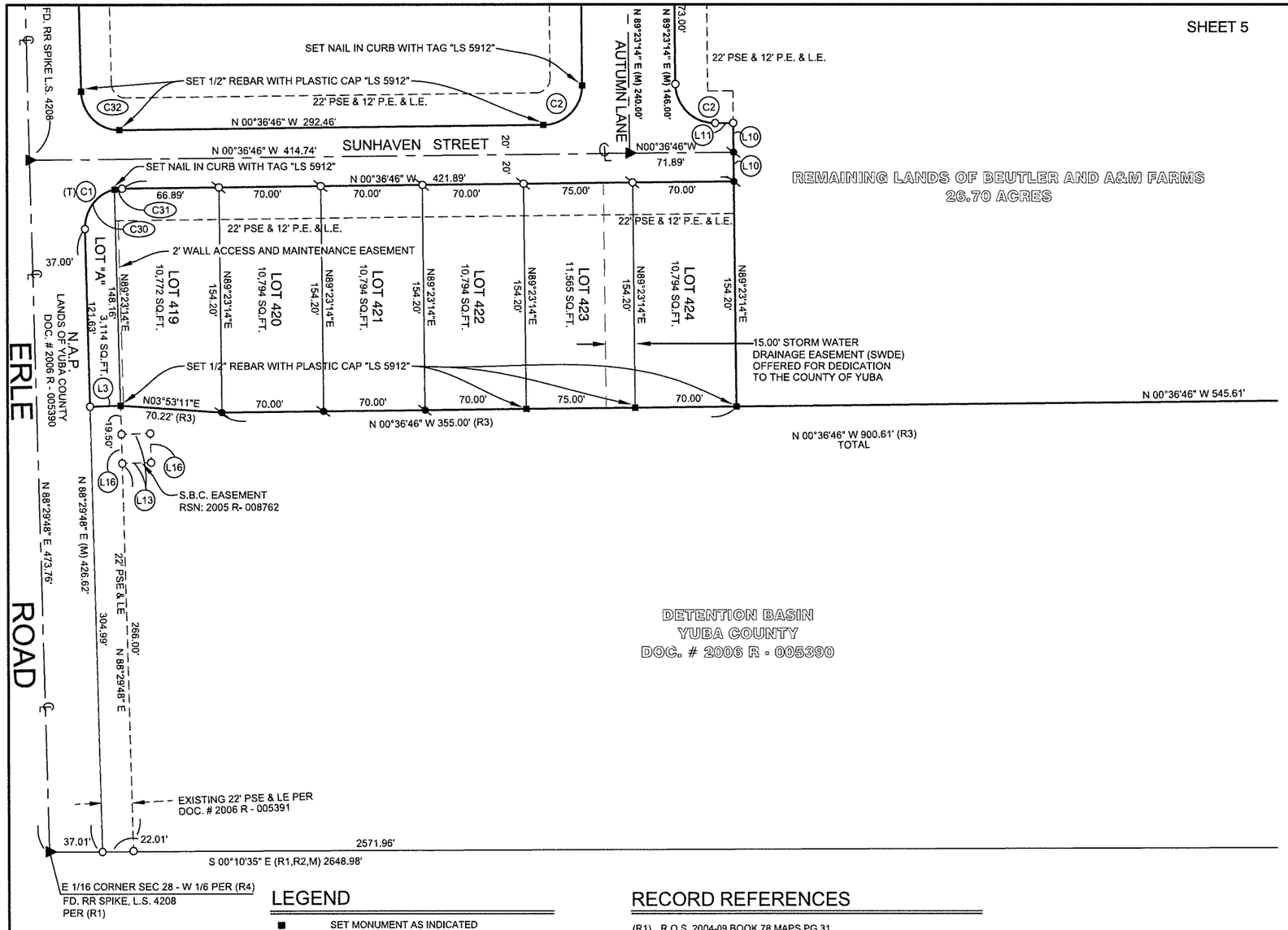
YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901

SCALE 1"=125'

15-153



CURVE TABLE					
	CURVE	DELTA	RADIUS	LENGTH	CHORD
(T)	C1	90°53'29"	27.00'	42.83'	38.48' - N46°03'28"W
	C2	90°00'00"	27.00'	42.41'	VARIES
	C3	90°00'00"	22.00'	34.56'	VARIES
	C4	3°03'36"	1101.00'	58.80'	58.80' - S10°22'26"W
	C5	3°02'30"	1101.00'	58.45'	58.44' - S13°25'29"W
	C6	90°57'17"	22.00'	34.92'	31.37' - N14°45'36"E
	C7	89°02'38"	22.00'	34.19'	30.85' - N60°14'13"E
	C8	3°59'37"	1061.00'	73.95'	73.94' - S08°54'24"W
	C9	4°07'16"	1061.00'	76.31'	76.30' - S12°57'51"W
	C10	0°41'25"	1061.00'	12.78'	12.78' - S15°22'11"W
(R2, R5,&M)	C11	1°07'35"	1101.00'	21.64'	21.64' - S06°20'49"W
	C12	1°56'02"	1101.00'	37.16'	37.16' - S07°52'37"W
	C13	0°46'10"	1101.00'	14.79'	14.78' - N15°19'49"E
	C14	3°37'33"	861.00'	54.49'	54.47' - N01°12'00"W
	C15	3°59'37"	861.00'	60.01'	60.00' - S08°54'24"W
	C16	3°57'39"	861.00'	59.52'	59.51' - S12°53'02"W
	C17	0°51'03"	861.00'	12.78'	12.78' - N15°17'23"E
	C18	4°42'30"	821.00'	67.47'	67.45' - S01°44'29"W
	C19	5°18'49"	821.00'	76.14'	76.11' - S06°45'09"W
	C20	5°07'34"	821.00'	73.45'	73.43' - S11°58'21"W
	C21	1°10'46"	821.00'	16.90'	16.90' - S15°07'31"W
	C22	4°54'13"	621.00'	53.15'	53.13' - S01°50'21"W
	C23	5°10'06"	621.00'	56.02'	56.00' - S06°52'30"W
	C24	5°04'34"	621.00'	55.02'	55.00' - S11°59'50"W
	C25	1°10'47"	621.00'	12.78'	12.78' - N15°07'31"E
	C26	2°55'50"	581.00'	29.72'	29.71' - N14°14'59"E
	C27	7°51'58"	581.00'	79.76'	79.70' - S08°51'05"W
	C28	5°31'52"	581.00'	56.09'	56.07' - N02°09'10"E
	C29	3°53'49"	861.00'	58.56'	58.55' - S04°57'41"W
	C30	79°19'41"	27.00'	37.38'	34.47' - N51°50'22"W
	C31	11°33'48"	27.00'	5.45'	5.44' - S06°23'38"E
	C32	89°06'34"	27.00'	41.99'	37.89' - N89°23'14"E
	C33	90°46'54"	27.00'	42.78'	38.44' - S46°00'13"E
(R2, R5,&M)	C34	90°11'29"	50.00'	78.71'	70.83' - N85°30'01"W
(R2, R5,&M)	C35	39°58'59"	27.00'	18.84'	18.46' - S69°23'45"W
(R2)	C36	04°00'56"	430.00'	30.14'	30.13' - S89°31'29"E
(R2)	C37	00°51'47"	980.00'	14.76'	14.76' - S88°20'41"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°36'46" W	42.00'
L2	N 15°42'54" E	20.00'
L3	N 01°30'12" W	22.00'
L4	N 00°36'46" W	64.00'
L5	N 15°42'54" E	20.00'
L6	N 83°05'24" W	20.00'
L7	N 00°36'46" W	20.00'
L8	N 89°23'14" E	20.00'
L9	N 15°12'17" E	18.26'
L10	N 89°23'14" E	20.00'
L11	N 00°36'46" W	12.89'
L12	N 74°17'06" W	20.00'
L13	S 01°30'12" E	20.00'
L14	S 88°29'48" W	20.00'
L15	N 07°13'53" E	3.47'
L16	S 88°29'48" W	20.00'
L17	N 04°51'03" E	3.00'
L18	N 15°39'24" E	2.00'
L19	N 13°31'39" E	2.00'
L20	N 10°28'04" E	2.63'
L21	N 07°20'42" E	1.31'

LEGEND

■	SET MONUMENT AS INDICATED
o	CALCULATED POINT, NOTHING FOUND OR SET
⌀	FOUND LEAD, NAIL & TAG "LS 6878" IN CURB
⌀	FOUND 1/2" REBAR WITH PLASTIC CAP "LS 6878"
▲	FOUND STANDARD MONUMENT IN WELL STAMPED "LS 6878"
( )	EMBRACES RECORD DATA
(E)	EXISTING
(T)	TOTAL
C	REPRESENTS CALCULATED DATA
M	REPRESENTS MEASURED DATA
R/W	RIGHT-OF-WAY
S.N.F	SEARCH NOT FOUND
(R)	RADIAL BEARING

RECORD REFERENCES

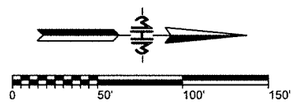
(R1) R.O.S. 2004-09 BOOK 78 MAPS PG 31

(R2) LOT LINE ADJUSTMENT 2004-0014 DOCUMENT NO. 2004R-016621

(R3) PROPERTY DEEDED TO YUBA COUNTY DOCUMENT NO. 2006R-005390

(R4) BOOK 86 MAPS PG. 32
TM 2003-16 (THE ORCHARD -PHASE ONE)

(R5) BOOK 94 MAPS PG. 43
TM 2004-53 (THE ORCHARD -PHASE TWO)



TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

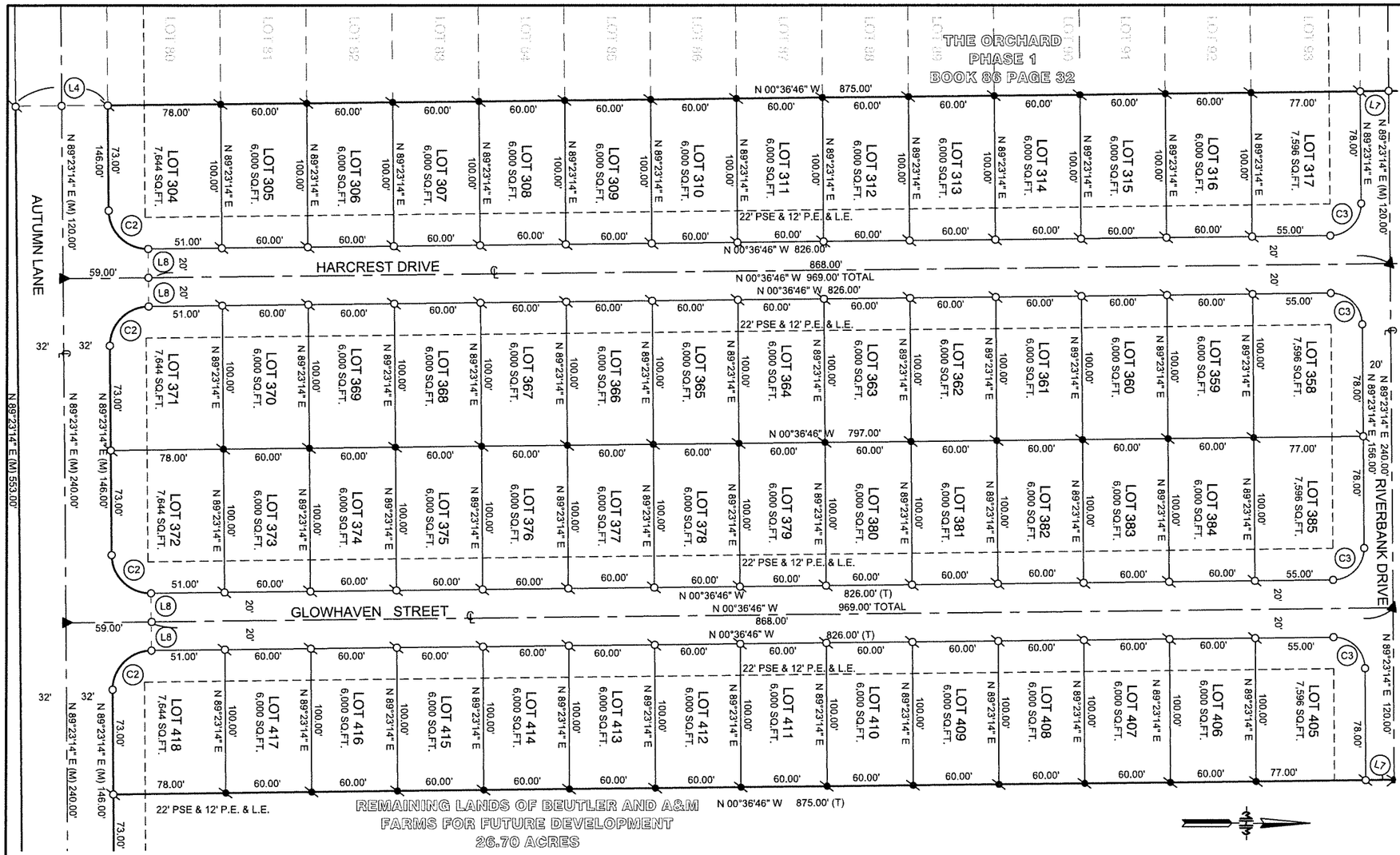
YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901

SCALE 1"=50'

15-153



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
(T) C1	90°53'29"	27.00'	42.83'	38.48' - N46°03'28"W
C2	90°00'00"	27.00'	42.41'	VARIES
C3	90°00'00"	22.00'	34.56'	VARIES
C4	3°03'36"	1101.00'	58.80'	58.80' - S10°22'26"W
C5	3°02'30"	1101.00'	58.45'	58.44' - S13°25'29"W
C6	90°57'17"	22.00'	34.92'	31.37' - N14°45'36"E
C7	89°02'38"	22.00'	34.19'	30.85' - N60°14'13"E
C8	3°59'37"	1061.00'	73.95'	73.94' - S08°54'24"W
C9	4°07'16"	1061.00'	76.31'	76.30' - S12°57'51"W
C10	0°41'25"	1061.00'	12.78'	12.78' - S15°22'11"W
(R2, R5,&M) C11	1°07'35"	1101.00'	21.64'	21.64' - S06°20'49"W
C12	1°56'02"	1101.00'	37.16'	37.16' - S07°52'37"W
C13	0°46'10"	1101.00'	14.79'	14.78' - N15°19'49"E
C14	3°37'33"	861.00'	54.49'	54.47' - N01°12'00"W
C15	3°59'37"	861.00'	60.01'	60.00' - S08°54'24"W
C16	3°57'39"	861.00'	59.52'	59.51' - S12°53'02"W
C17	0°51'03"	861.00'	12.78'	12.78' - N15°17'23"E
C18	4°42'30"	821.00'	67.47'	67.45' - S01°44'29"W
C19	5°18'49"	821.00'	76.14'	76.11' - S06°45'09"W
C20	5°07'34"	821.00'	73.45'	73.43' - S11°58'21"W
C21	1°10'46"	821.00'	16.90'	16.90' - S15°07'31"W
C22	4°54'13"	621.00'	53.15'	53.13' - S01°50'21"W
C23	5°10'06"	621.00'	56.02'	56.00' - S06°52'30"W
C24	5°04'34"	621.00'	55.02'	55.00' - S11°59'50"W
C25	1°10'47"	621.00'	12.78'	12.78' - N15°07'31"E
C26	2°55'50"	581.00'	29.72'	29.71' - N14°14'59"E
C27	7°51'58"	581.00'	79.76'	79.70' - S08°51'05"W
C28	5°31'52"	581.00'	56.09'	56.07' - N02°09'10"E
C29	3°53'49"	861.00'	58.56'	58.55' - S04°57'41"W
C30	79°19'41"	27.00'	37.38'	34.47' - N51°50'22"W
C31	11°33'48"	27.00'	5.45'	5.44' - S06°23'38"E
C32	89°06'34"	27.00'	41.99'	37.89' - N89°23'14"E
C33	90°46'54"	27.00'	42.78'	38.44' - S46°00'13"E
(R2, R5,&M) C34	90°11'29"	50.00'	78.71'	70.83' - N85°30'01"W
(R2, R5,&M) C35	39°58'59"	27.00'	18.84'	18.46' - S69°23'45"W
(R2) C36	04°00'56"	430.00'	30.14'	30.13' - S89°31'29"E
(R2) C37	00°51'47"	980.00'	14.76'	14.76' - S88°20'41"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°36'46" W	42.00'
L2	N 15°42'54" E	20.00'
L3	N 01°30'12" W	22.00'
L4	N 00°36'46" W	64.00'
L5	N 15°42'54" E	20.00'
L6	N 83°05'24" W	20.00'
L7	N 00°36'46" W	20.00'
L8	N 89°23'14" E	20.00'
L9	N 15°12'17" E	18.26'
L10	N 89°23'14" E	20.00'
L11	N 00°36'46" W	12.89'
L12	N 74°17'06" W	20.00'
L13	S 01°30'12" E	20.00'
L14	S 88°29'48" W	20.00'
L15	N 07°13'53" E	3.47'
L16	S 88°29'48" W	20.00'
L17	N 04°51'03" E	3.00'
L18	N 15°39'24" E	2.00'
L19	N 13°31'39" E	2.00'
L20	N 10°28'04" E	2.63'
L21	N 07°20'42" E	1.31'

LEGEND

■	SET MONUMENT AS INDICATED
O	CALCULATED POINT, NOTHING FOUND OR SET
⌀	FOUND NAIL IN CURB WITH TAG "LS 6878"
⌀	FOUND 1/2" REBAR WITH PLASTIC CAP "LS 6878"
▲	FOUND STANDARD MONUMENT IN WELL STAMPED "LS 6878"
( )	EMBRACES RECORD DATA
(E)	EXISTING
(T)	TOTAL
C	REPRESENTS CALCULATED DATA
M	REPRESENTS MEASURED DATA
R/W	RIGHT-OF-WAY
S.N.F.	SEARCH NOT FOUND
R	RADIAL BEARING

RECORD REFERENCES

(R1) R.O.S. 2004-09 BOOK 78 MAPS PG 31

(R2) LOT LINE ADJUSTMENT 2004-0014 DOCUMENT NO. 2004R-016621

(R3) PROPERTY DEEDED TO YUBA COUNTY DOCUMENT NO. 2006R-005390

(R4) BOOK 86 MAPS PG. 32
TM 2003-16 (THE ORCHARD -PHASE ONE)

(R5) BOOK 94 MAPS PG. 43
TM 2004-53 (THE ORCHARD -PHASE TWO)

TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

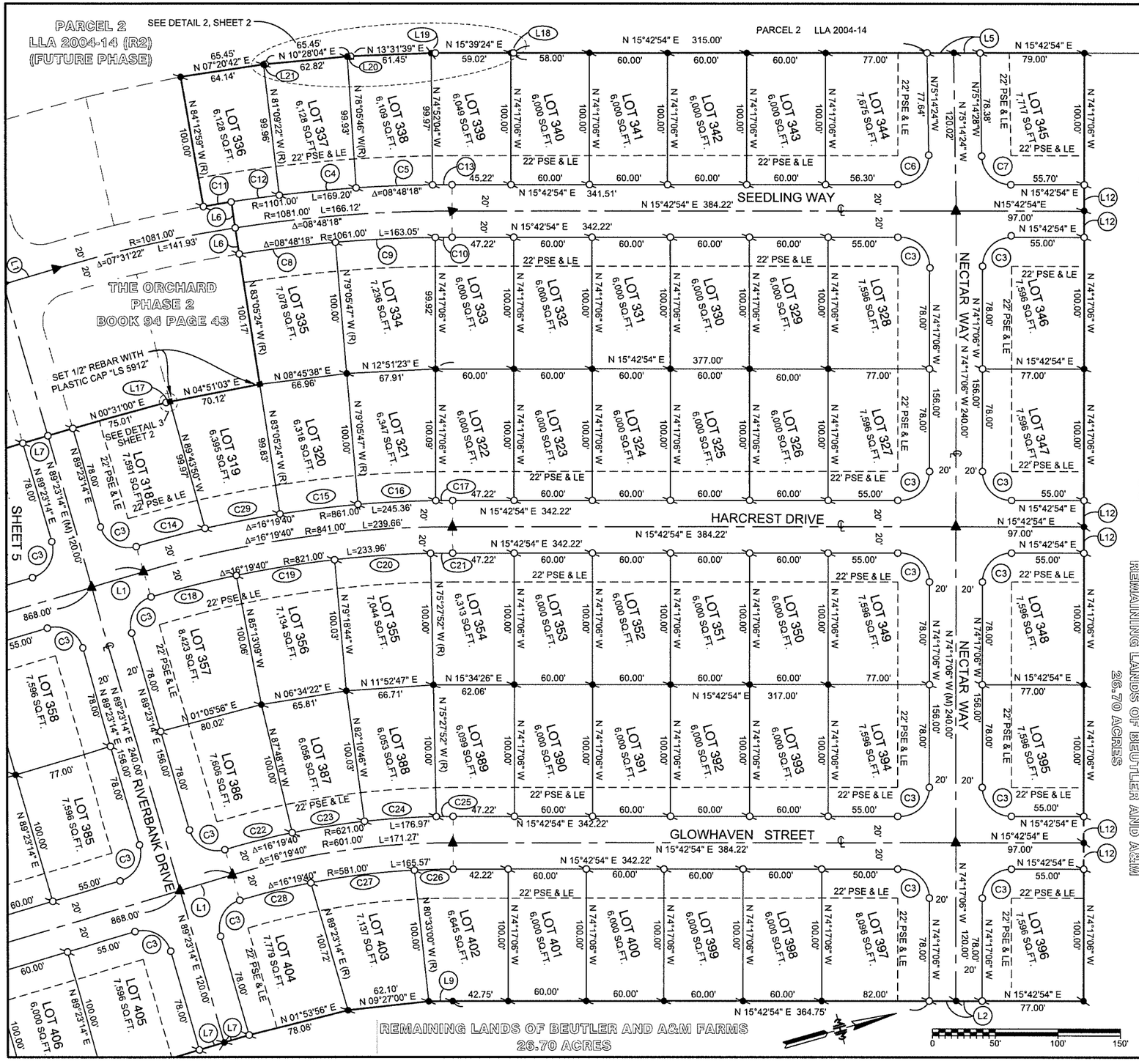
YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901

SCALE 1"=50'

15-153



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
(T) C1	90°53'29"	27.00'	42.83'	38.48' - N46°03'28"W
C2	90°00'00"	27.00'	42.41'	VARIES
C3	90°00'00"	22.00'	34.56'	VARIES
C4	3°03'36"	1101.00'	58.80'	58.80' - S10°22'26"W
C5	3°02'30"	1101.00'	58.45'	58.44' - S13°25'29"W
C6	90°57'17"	22.00'	34.92'	31.37' - N14°45'36"E
C7	89°02'38"	22.00'	34.19'	30.85' - N60°14'13"E
C8	3°59'37"	1061.00'	73.95'	73.94' - S08°54'24"W
C9	4°07'16"	1061.00'	76.31'	76.30' - S12°57'51"W
C10	0°41'25"	1061.00'	12.78'	12.78' - S15°22'11"W
(R2, R5,&M) C11	1°07'35"	1101.00'	21.64'	21.64' - S06°20'49"W
C12	1°56'02"	1101.00'	37.16'	37.16' - S07°52'37"W
C13	0°46'10"	1101.00'	14.79'	14.78' - N15°19'49"E
C14	3°37'33"	861.00'	54.49'	54.47' - N01°12'00"W
C15	3°59'37"	861.00'	60.01'	60.00' - S08°54'24"W
C16	3°57'39"	861.00'	59.52'	59.51' - S12°53'02"W
C17	0°51'03"	861.00'	12.78'	12.78' - N15°17'23"E
C18	4°42'30"	821.00'	67.47'	67.45' - S01°44'29"W
C19	5°18'49"	821.00'	76.14'	76.11' - S06°45'09"W
C20	5°07'34"	821.00'	73.45'	73.43' - S11°58'21"W
C21	1°10'46"	821.00'	16.90'	16.90' - S15°07'31"W
C22	4°54'13"	621.00'	53.15'	53.13' - S01°50'21"W
C23	5°10'06"	621.00'	56.02'	56.00' - S06°52'30"W
C24	5°04'34"	621.00'	55.02'	55.00' - S11°59'50"W
C25	1°10'47"	621.00'	12.78'	12.78' - N15°07'31"E
C26	2°55'50"	581.00'	29.72'	29.71' - N14°14'59"E
C27	7°51'58"	581.00'	79.76'	79.70' - S08°51'05"W
C28	5°31'52"	581.00'	56.09'	56.07' - N02°09'10"E
C29	3°53'49"	861.00'	58.56'	58.55' - S04°57'41"W
C30	79°19'41"	27.00'	37.38'	34.47' - N51°50'22"W
C31	11°33'48"	27.00'	5.45'	5.44' - S06°23'38"E
C32	89°06'34"	27.00'	41.99'	37.89' - N89°23'14"E
C33	90°46'54"	27.00'	42.78'	38.44' - S46°00'13"E
(R2, R5,&M) C34	90°11'29"	50.00'	78.71'	70.83' - N85°30'01"W
(R2, R5,&M) C35	39°58'59"	27.00'	18.84'	18.46' - S69°23'45"W
(R2) C36	04°00'56"	430.00'	30.14'	30.13' - S89°31'29"E
(R2) C37	00°51'47"	980.00'	14.76'	14.76' - S88°20'41"E

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°36'46" W	42.00'
L2	N 15°42'54" E	20.00'
L3	N 01°30'12" W	22.00'
L4	N 00°36'46" W	64.00'
L5	N 15°42'54" E	20.00'
L6	N 83°05'24" W	20.00'
L7	N 00°36'46" W	20.00'
L8	N 89°23'14" E	20.00'
L9	N 15°12'17" E	18.26'
L10	N 89°23'14" E	20.00'
L11	N 00°36'46" W	12.89'
L12	N 74°17'06" W	20.00'
L13	S 01°30'12" E	20.00'
L14	S 88°29'48" W	20.00'
L15	N 07°13'53" E	3.47'
L16	S 88°29'48" W	20.00'
L17	N 04°51'03" E	3.00'
L18	N 15°39'24" E	2.00'
L19	N 13°31'39" E	2.00'
L20	N 10°28'04" E	2.63'
L21	N 07°20'42" E	1.31'

TRACT MAP NO. 2004-60
THE ORCHARD PHASE SIX

FOR
JOHN W. BEUTLER AND A & M FARMS, A CALIFORNIA GENERAL PARTNERSHIP

BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T15N, R4E, M.D.M.

YUBA COUNTY
CALIFORNIA

JUNE 2017

PREPARED BY: M.H.M. INC., 1204 "E" STREET, MARYSVILLE, CA. 95901
15-153

SCALE 1"=50'

SHEET 6 OF 6

The County of Yuba

TO: Board of Supervisors

FROM: Health & Human Services Department
Jennifer Vasquez, Director
Courtney Pyse, Program Manager

SUBJECT: Approve agreement between the County of Yuba and Children's Home Society of California for California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Services

DATE: August 22, 2017

NUMBER: 326/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached renewal Agreement between the County of Yuba, on behalf of its Health and Human Services Department (HHSD), and Children's Home Society (CHS) of California for Stage I Child Care Services for the California Work Opportunity and Responsibility to Kids (CalWORKs) program.

Background

Since July 2001 Yuba County has contracted for CalWORKs Stage I Child Care Services with CHS, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of $1,000,000.00 per fiscal year for the three-year period of July 1, 2017 through June 30, 2020.

Discussion

Education Code Section 835(b) establishes three (3) stages of child care services for CalWORKs recipients with the intent that the recipient does not experience a break in services while transitioning between the three (3) stages of child care services. CHS currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and CHS to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

Committee Action: (Omit if to Committee)

The Human Services Committee recommended approval on August 8, 2017.

Fiscal Impact:

General Fund: None
Non-General Fund: $1,000,000 per fiscal year
Source of Funds: CalWORKs Stage I Child Care Allocation

Attachments

326/2017 - Children's Home Society Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for child care services ("Agreement") is made as of the Agreement date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department, and Children's Home Society of California ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, Education Code Section 8350 (b) establishes three (3) stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three (3) stages of child care services; and

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract; and

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies; and

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies; and

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as participants move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs participants find local child care resources that will enable them to reach their Welfare-to-Work (WTW) Plan goals.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A–1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A–2 through A–3.

2. TERM.

Commencement Date: July 1, 2017

Termination Date: June 30, 2020

The term of this Agreement shall become effective on July 1, 2017, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A–5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Budget
Attachment H – Invoice Format
Attachment I – Monthly Statistical Report
Attachment J – Vendor Assurance of Compliance

///

///

///

9. TERMINATION.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2017.

"COUNTY"

COUNTY OF YUBA:

_____
, Chair
Board of Supervisors

"CONTRACTOR"

CHILDREN'S HOME SOCIETY OF CALIFORNIA:

_____
Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

INSURANCE PROVISIONS APPROVED:

_____
Jill Abel, Human Resource
Director and Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Courtney C. Abril,
Interim County Counsel

RECOMMENDED FOR APPROVAL:

_____
Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1 CONTRACTOR will provide a full-time equivalent staff person to provide Stage I child care intake and case management. This will occur at both the Health and Human Services Department (HHSD) and the Children's Home Society of California (CHS) office. The staff person will be scheduled a minimum of fifteen (15) hours a week at the HHSD and be flexible to meet the needs of both the Yuba County CalWORKs program and participants.

A.1.1.1 Schedule child care orientation for CalWORKs participants according to their WTW activities, schedules, and needs (i.e. some participants may need to be seen immediately, on a drop-in basis, after intake appointments, and/or before, during, or after other WTW activities). CONTRACTOR will ensure that all child care orientations will be scheduled within twelve (12) days of referral.

A.1.1.2 Conduct group or individual child care orientations for CalWORKs participants referred by COUNTY employees that include:

(a) Presenting the child care options available to the participants;
(b) Identifying criteria for selecting quality child care to participants and educating participants on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
(c) Assisting participants in the completion of appropriate forms for requesting subsidized child care payments.

A.1.1.3 Provide CalWORKs participants with child care referrals according to California Department of Education Policies, as requested, at both the HHSD and CHS locations.

A.1.1.4 Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.

A.1.1.5 Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.

A.1.1.6 Serve as liaison with community child care providers by providing the following services:

(a) Contacting child care providers to set up child care for CalWORKs participants; and
(b) Updating changes in child care providers or schedules, as needed.

A.1.1.7 Be available to CalWORKs participants as necessary.

A.1.1.8 Return phone calls to CalWORKs participants within two (2) working days and narrate phone contact in CHS case.

A.1.2 CONTRACTOR shall provide administrative services as follows:

A.1.2.1 Develop payment policies according to the California Department of Education, Early Educational and Support Division Funding Terms and Conditions and California State Department of Social Services (CDSS) policies for Temporary Assistance to Needy Families funding, as well as policies followed by the Division of Social Services.

A.1.2.2 Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs participant and case manager.

A.1.2.3 Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker (SW) via a Notice of Action if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORKs' SW.

A.1.2.4 Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.

A.1.2.5 Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care

payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the CDSS WTW regulations.

A.1.2.6 Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.

A.1.2.7 Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

A.1.3 CONTRACTOR and COUNTY shall mutually:

A.1.3.1 Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.

A.1.3.2 Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider upon receipt of proper claims and reporting.

A.1.3.3 Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.

A.1.3.4 Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.

A.1.3.5 Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

A.1.4 COUNTY shall:

A.1.4.1 Submit parent schedule changes to CONTRACTOR within two (2) working days.

A.1.4.2 Submit notice and supporting documentation to CONTRACTOR within two (2) working days when the parent is no longer receiving cash aid.

A.1.4.3 Provide staff to translate when such staff is available.

A.2 TIME SERVICES RENDERED.

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; a minimum of fifteen (15) hours two (2) days) per week at HHSD or Monday through Friday at CHS.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.

Except as otherwise stated, CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The equipment and materials provided by CONTRACTOR for the site location shall include:

A.4.1 Computer or any other electronic data processing equipment required by the CONTRACTOR's staff person.

A.4.2 Cabling, modems, communications lines, etc., as needed to connect.

A.4.3 Postage costs.

A.4.4 Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

A.4.5 Lockable transport case to be utilized when transporting documents with any Personally Identifiable Information (PII) of CalWORKs participants.

A.5 EQUIPMENT AND MATERIALS PROVIDED BY COUNTY

COUNTY shall provide the following to CONTRACTOR for the provision of services at the HHSD site:

A.5.1 Office area for staff person provided by CONTRACTOR.

A.5.2 Use of telephone, including voice mail capabilities.

A.5.3 Use of copy machines for necessary on-site copying of small volumes; larger volumes, exceeding one hundred (100) copies, must be copied elsewhere.

A.5.4 Use of FAX machines, limited to necessary business.

A.5.5 Use of County mail courier service.

A.5.6 Ability to use facilities for meetings on a sign-up basis.

A.5.7 Place to leave mail for postal pick-up.

///

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 **BASE CONTRACT FEE.** County will pay Contractor a total contract fee not to exceed One Million Dollars ($1,000,000.00) for each fiscal year of this Agreement or Three Million Dollars ($3,000,000.00) for the entire term of this Agreement, as further specified in Attachment G – Budget. This total contract fee encompasses reimbursement to Contractor for all annual provider payments made by Contractor on behalf of County for Stage I Childcare services, as further specified in Attachment G – Budget."

B.2 **CONTRACTOR** shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation, proper claims and reporting will be available upon request after completion of services but no later than the tenth (10^{th}) day of the month following provision of services in a format in accordance with Attachments H – Invoice Format and Attachment I – Monthly Statistical Report.

B.2.1 For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10^{th}. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the twentieth (20^{th}) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

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

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

B.5 AUDITS AND REVIEWS. Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants.

B.6 AUDIT EXCEPTIONS. If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

B.7 RECORD RETENTION. COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

///

///

///

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: http/www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.9 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C.10 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

///

///

///

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or sub-contractors.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may terminate its services under this Agreement upon ten (10) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data

shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and subject to any required pre-approval by either party's governing authority, and then shall be effective only for the period and on the condition, and for the specific instance for which given. Substantial changes between fiscal years in the payment amount negotiated between the parties, if any, should be approved through the normal contract amendment process.

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

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

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

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

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

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

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s)

or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

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

If to "CONTRACTOR":

Beverly Tidwell, Chief Executive Officer
Children's Home Society of California
1300 West Fourth Street
Los *An*geles, CA 90017

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

///

///

///

ATTACHMENT F

COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for child care services entered into between the COUNTY and Children's Home Society of California, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
(d) A description of the probable causes of the improper use or disclosure; and
(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 6/21/17

CONTRACTOR

Beverly Tidwell
(Signature)

Beverly Tidwell, Chief Executive Officer
(Print Name and Title)

ATTACHMENT G

BUDGET

Personnel Expense *(Staff performing actual service)*

SALARY

Position/Class	Annual Salary	% of Time to Service	Annual Service Cost Amount
Program Administrator	$68,500	5%	$3,425
Program Manager	$50,965	15%	$7,645
Program Specialist	$36,000	100%	$36,000
Program Specialist	$40,500	40%	$16,200
	$	%	$
Accounting Specialist	$38,244	20%	$7,649
Accounting Specialist	$40.450	5%	$2,023
		Annual Cost of Personnel	**$72,942**

BENEFITS *(Employer paid benefits of staff performing actual service)*

	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	$72,942	44%	$32,094
Payroll Taxes	$	8%	$5,835
		Annual Cost of Service Benefits	**$37,929**

Operating Expenses *(Actual Costs not to exceed)*

Professional Fees	$500	Building Security	$500
Legal Fees	$150	Furniture Purchase	$500
Audit Fees	$350	Equipment Purchase	$1,500
Office Supplies	$2,543	Equipment Leasing and Rental	$200
Provider Supplies	$750	Licenses/Software	$3,000
Communication	$7,000	Equipment Maintenance	$500
Advertisement	$500	Copier Maintenance	$250
Postage	$2,500	Printing	$2,000
Rent	$9,300	Licenses and Fees	$100
Utilities	$2,250	Dues and Memberships	$100
Recycling Charge	$200	Staff Training	$100
Storage Space Rental	$1,000	Insurance	$8574
Care of Building and Grounds	$1,800		
		Annual Operating Expenses	**$46,167**

Provider Payments (Actual Costs not to exceed)

Annual Provider Payment Amount	**$756,000**

Program Support (Actual Costs not to exceed)

Annual Program Support Amount	**$86,962**
Total Annual Budget	**$1,000,000**

ATTACHMENT H

INVOICE FORMAT

Invoice	
Children's Home Society of California 1650 Sierra Avenue Suite 102 Yuba City, California 95993 Program: CalWORKs Stage 1 Child Care Services	Deborah Garcia, Director of Financial Services (530) 673-7503 Email: Period of Service:

PERSONNEL EXPENSE			
Salary			
Position/Class	**Salary**	**% of Time to Service**	**Service Cost Amount**
Program Administrator	$	%	$
Program Administrator	$	%	$
Program Specialist	$	%	$
Program Specialist	$	%	$
Program Assistant	$	%	$
Program Manager	$	%	$
Accounting Specialist	$	%	$
		Total Salary	$
Benefits			
	Total Salary	**Benefits**	**Service Cost Amount**
Employee Benefits	$	%	$
Payroll Taxes	$	%	$
		Total Benefits	$
		Total Personnel Expense	**$**

OPERATING EXPENSES			
Professional Fees	$	Furniture Purchase	$
Legal Fees	$	Equipment Purchase	$
Audit Fees	$	Equipment Leasing and Rental	$
Office Supplies	$	Licenses/Software	$
Provider Supplies	$	Equipment Maintenance	$
Subscriptions	$	Copier Maintenance	$
Communication	$	Printing	$
Advertisement	$	Travel	$
Postage	$	Meals	$
Rent	$	Licenses and Fees	$
Utilities	$	Dues and Memberships	$
Recycling Charge	$	Staff Training	$
Storage Space Rental	$	Insurance	$
Care of Building and Grounds	$	Moving Expense	$
Building Security	$		
		Total Operating Expense	**$**
		Total PROVIDER PAYMENTS	**$**
		Total PROGRAM SUPPORT	**$**
		Total Monthly Invoice	**$**

ATTACHMENT I

STATISTICAL MONTHLY REPORT

CHILDREN'S HOME SOCIETY OF CALIFORNIA

Monthly Statistical Report for Yuba County
Stage 1 Child Care Services

For the month of:
Prepared by:

Total unduplicated number of referrals received during report month: _____

Child care authorizations for the report month: _____

Total number of orientations scheduled during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Total number of orientations completed during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Number of Children Enrolled During the Report Month	Number of Children Terminated During the Report Month	Number of Families Enrolled During the Report Month	Number of Families Terminated During the Report Month

Families Eligible to transfer to Stage 2: _____

Yuba County Stage 1 Statistical Data Report Worksheet

ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/21/17
Date

Vendor/Contractor's Signature

1650 Sierra Ave. Suite 102, Yuba City CA, 95993
Address of vendor/recipient

CR50-Vendor Assurance of Compliance (08/13/01)

The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Community Development and Services Agency: Award contract to Drake Haglan and Associates for construction management services for New York House Road Bridge Over Dry Creek Replacement project and authorize Chair to execute agreement upon approval of County Counsel.

DATE: August 8, 2017

NUMBER: 351/2017

Recommendation

RECOMMENDATION

That the Board of Supervisors approve, and authorize its chairman to execute, pending County Counsel approval, an agreement with Drake Haglan and Associates to provide professional construction management services for the New York House Bridge Over Dry Creek Bridge Replacement Project.

BACKGROUND

This project will entail replacing the existing structurally deficient bridge and constructing roadway approaches on New York House Road Bridge Over Dry Creek. This project is fully funded through the Highway Bridge Program (HBP) utilizing state Toll Credits for the Local Match. Funds for construction of the bridge where recently authorized and a request for proposals for professional construction management services was circulated. County staff reviewed the proposals submitted and ranked them resulting in a decision to recommend award to Drake Haglan and Associates in the amount of $295,281.38. Construction of the bridge will begin in the Spring of 2018 and the project will be complete by November of 2018.

DISCUSSION

The purpose of this project is to replace a structurally deficient bridge. The bridge alignment will be improved as well.

COMMITTEE ACTION:

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

FISCAL IMPACT

The construction of this project is federally funded 100% through the HBP and State Toll Credit Programs.

Attachments

351-2017 Drake Haglan Agreement New York House Rd.

AGREEMENT FOR
PROFESSIONAL SERVICES
Contract No. 102-6017.3

THIS AGREEMENT for construction management services for the **New York House Road over Dry Creek Bridge Replacement Project** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Drake Haglan and Associates
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM

Commencement Date: Date of this agreement

Termination Date: July 1, 2020

The term of this Agreement shall become effective on the date of this Agreement, and shall continue in force and effect until July 1, 2020, unless sooner terminated in accordance with the terms of this Agreement or extended by contract amendment. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by the COUNTY.

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

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

3. PAYMENT

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY

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

5. ADDITIONAL PROVISIONS

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

6. GENERAL PROVISIONS

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

7. DESIGNATED REPRESENTATIVES

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Craig C. Drake is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Exhibit 1 – Scope of Services
Exhibit 2 - Cost

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 et seq. and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

All subcontracts in excess of $25,000 shall contain the above provisions.

10. TERMINATION

The COUNTY and CONSULTANT reserves the right to terminate this contract upon ten (10) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

The COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. If the COUNTY terminates this contract with CONSULTANT, the COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination.

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 20____.

"COUNTY" "CONSULTANT"
COUNTY OF YUBA

_____ _____
Board Chairman Craig C. Drake
Drake Haglan and Associates

INSURANCE PROVISIONS APPROVED

_____
Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

_____
Courtney Abril,
~~Interim~~ County Counsel

COUNTY OF YUBA

Drake Haglan and Associates - New York House Road over Dry Creek Bridge Replacement

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are to provide for construction phase services for New York House Road Bridge Replacement and as included on the attached exhibit labeled as Exhibit 1- Scope of Services and Exhibit 2 Cost.

A.2. TIME SERVICES RENDERED

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

A.3. MANNER SERVICES ARE TO BE PERFORMED

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

A.4. FACILITIES FURNISHED BY COUNTY

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

COUNTY OF YUBA

Drake Haglan and Associates - New York House Road over Dry Creek Bridge Replacement

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE

COUNTY shall pay CONSULTANT a contract fee not to exceed TWO HUNDRED NINTY FIVE THOUSAND TWO HUNDRED AND EIGHTY ONE DOLLARS AND THIRTY EIGHT CENTS ($295,281.38); 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 TWO HUNDRED NINTY FIVE THOUSAND TWO HUNDRED AND EIGHTY ONE DOLLARS AND THIRTY EIGHT CENTS ($295,281.38) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS

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

B.3 AUTHORIZATION REQUIRED

Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

B.4 ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY

determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by the COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Operative Provision 10 Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Operative Provision C.9 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to the COUNTY's Contract Administrator at the following address:

   915 8th Street, Suite 125, Marysville, CA 95901

H. The total amount payable by the COUNTY shall not exceed $295,281.38

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

   For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

COUNTY OF YUBA

Drake Haglan and Associates - New York House Road over Dry Creek Bridge Replacement

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING

CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

A It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 10-day termination clause pursuant to Operative Provision 10, or by mutual agreement to amend the contract to reflect any reduction of funds.

C.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

C.5 ACCEPTANCE

All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY

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

C.7 INTELLECTUAL PROPERTY

COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

C.9 EQUIPMENT PURCHASE

A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. CONSULTANT agrees to use, manage, and dispose of equipment purchased as a result of this contract in compliance with 2 CFR 200.313.

C. All subcontracts in excess $25,000 shall contain the above provisions.

D. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

C.10 STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C.12 DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

C.13 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds.

CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of

Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY's Contract Administrator within 30 days.

C.14 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.15 DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

C.16 INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

C.17 SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY

representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

C.18 CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR

A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

C.19 CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior

review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

C.20 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

C.21 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

C.22 RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT.

CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D.2 LICENSES, PERMITS, ETC

CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 CONSULTANT NOT AGENT
Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.5 ASSIGNMENT PROHIBITED
CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.6 PERSONNEL
CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.7 STANDARD OF PERFORMANCE
CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.8 POSSESSORY INTEREST
The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.9 TAXES
CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.10 TERMINATION
Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.10.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.10.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.10.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.11 STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations Title 2, § 11102.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this

clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

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

D.13 OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D.14 WAIVER

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

D.15 COMPLETENESS OF INSTRUMENT

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

D.16 SUPERSEDES PRIOR AGREEMENTS

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

D.17 CAPTIONS

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

D.18 DEFINITIONS

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

D.18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS
All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 SUCCESSORS AND ASSIGNS
All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.21 CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

D.22 COUNTERPARTS
This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.23 OTHER DOCUMENTS
The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.24 PARTIAL INVALIDITY
If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.25 JURISDICTION
It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.26 CONTROLLING LAW
The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.27 TIME IS OF THE ESSENCE
Time is of the essence of this Agreement and each covenant and term a condition herein.

D.28 AUTHORITY

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

D.29 CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing the COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D.30 NOTICES

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

If to "COUNTY":
Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Drake Haglan and Associates
Attn: Craig C. Drake
Address: 11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

COUNTY OF YUBA

Drake Haglan and Associates - New York House Road over Dry Creek Bridge Replacement

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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

a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT's insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

E.3 Acceptability of Insurers

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

E.4. Verification of Coverage

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

E.6 Sub-contractors

CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

Exhibit 1 - Scope of Services
For
Yuba County Department of Public Works
New York House Road Bridge Replacement

1.0 PROJECT MANAGEMENT AND MEETINGS

1.01 Contract Document Support

Drake Haglan and Associates (Consultant) will maintain project documentation according to County and Caltrans policies and procedures, including the Caltrans Local Assistance Procedures Manual. Consultant will maintain documentation, to include, but not limited to:

Contact lists	Material Info
Meeting Agendas/Minutes	SWPPP
Correspondence	Change Orders/Claims
Field Inspector/RE Diaries	Schedules
Weekly statement of working days	Progress Payment
RFI/Submittal Logs	As-built plans

Consultant's Office Engineer will be responsible for document management.

1.02 Coordination with other Agencies

Resident Engineer and other staff, like DHA biologist, will coordinate workplans, communications and permits, as necessary, with external agencies and project stakeholders over the course of the project. RE will transmit schedules, meet face to face and attend meetings as demanded by project construction activities or as requested by the County to facilitate the scheduled work.

1.03 Meetings

Our project team will attend a kick-off meeting with the County to become further informed of key project design features and other issues. Meeting minutes will be prepared and distributed.

Resident Engineer will conduct the pre-construction conference with County, Contractor, key outside agencies (permitting agencies) to discuss project schedule, coordination, reporting, and other concerns. Key agenda items will include chain of command and reporting, construction schedule, submittal and RFI processing, progress and change order processing, traffic control, safety, quality control and materials testing, certified payroll, pertinent records, public information/relations, and other topics. Regular weekly meetings will also be held to monitor progress and track issues. Meeting minutes will be prepared and distributed.

Resident Engineer will conduct these meetings using a standard agenda which includes schedule status; submittals; RFIs; PCOs and CCOs; public relations; delays and claims; and miscellaneous items. Each item is numbered, identified for action by one or more parties, and remains in the meeting minutes until it is resolved. Detailed meeting minutes will be issued the day after the meeting.

1.04 Correspondence

Consultant will utilize a computerized document tracking system to log and track all Contractor and other parties' correspondence to and from the field office. To ensure responsiveness, the system includes a "tickle system" to identify responses due or becoming due. All correspondence will be categorized. Responses will be prepared by our Resident Engineer who will solicit input from the County designer, field staff, or other parties as appropriate. Any correspondence involving extra work will be cross-referenced to our potential change order system. The County Project Manager will be copied on all correspondence and correspondence logs.

1.05 Maintain Schedule

Resident Engineer will review the Contractor's baseline schedule to verify logic; reasonable activity durations and inclusion of milestones; permit limitations; and other contract requirements for completeness.

Resident Engineer will compare actual work progress as documented on daily construction reports against the Contractor's baseline schedule and update the project schedule accordingly. Team will notify the Contractor whenever slippage is detected and request a plan and updated schedule. Team will also assess the impacts of inclement weather and change orders. Resident Engineer will prepare an analysis of each time extension request, negotiate with the Contractor, and include it with each change order documentation package. If necessary, we will work with the Contractor to develop a recovery schedule to bring the job back on-schedule.

1.06 Review Shop Drawings & Falsework

Consultant will utilize a computerized document tracking system to log and track all submittals to and from the field office. DHA staff will review and respond to submissions for submittals, including but not limited to shop drawings like shoring plans, falsework, product data and product samples. Tracking logs will be used to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, Submittal List. Updated submittal logs shall be made available to the County upon request.

2.0 CONSTRUCTION INSPECTION

2.01 Construction Inspection

Consultant shall provide field inspectors to inspect the Contractor's construction work on a daily basis. The Consultant will inspect all constructed facilities prior to backfilling and observe all tests required to be performed by the Contractor as referenced in the contract documents. Consultant's Field inspectors shall monitor the Contractor's performance from the perspective of

quality, cost and schedule and shall enforce the requirements of applicable Contract Documents. Daily inspection reports and diaries of Contractor's construction activities shall be completed daily and transmitted to the Resident Engineer for review and filing. County Project Manager shall also have access to the reports as needed. The Field Inspector shall compare notes and quantities with the Contractor's representative at the end of each day to confirm work that is accomplished. The Consultant will document special situations by photograph or video. Consultant shall document any defective work until it is repaired to the Consultant's satisfaction and quality of work in accordance with the contract document. Daily inspection reports shall include, at a minimum, the following information:

- The number, classification and hourly summary of activity of each of the Contractor's employees working;
- Materials deliveries;
- Number, type and hourly summary of Contractor's equipment on site, both working and not used;
- Weather conditions;
- Discussions with the Contractor;
- Problems and issues addressed;
- Changes; and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

2.02 Design Coordination & Resolution

The Consultant shall issue necessary clarifications and interpretations of the Contract Documents in response to requests by the Contractor. The Consultant shall confer with the County designer as necessary to obtain guidance and clarification on design details to carry out intent of design. Consultant will also accept and process submittals, including but not limited to shop drawings, product data and product samples. The Consultant shall review those submittals that are appropriate. Submittals requiring review by the Design Engineer shall be logged and transmitted for formal review. Consultant shall be responsible for assuring that all submittals are reviewed and returned in a timely manner.

2.03 Accident Prevention

Each member of the team will review and abide by the project's Code of Safe Practices, Cal/OSHA regulations, the Contractor's safety plan and special requirements like those tied to working with elevated work platforms. Consultant will enforce use of appropriate personal protective equipment, Cal/OSHA regulations, trench and shoring requirements, hazardous materials handling/use, and confined space requirements tied to construction activities like working around utilities, crane lifts, excavation work and bridge construction. Consultant will communicate observed unsafe conditions to the Contractor for prompt resolution.

2.04 Utility Coordination

Resident Engineer will chair coordination meetings with all affected utilities at the very early stages of the project. Then, we will confirm and verify that the utilities have finalized their designs, procured required materials, and set relocation schedules consistent with the project

requirements. This will provide a mechanism to allow the Contractor to proceed with the work in a timely fashion. DHA will review all available utility agreements and environmental permits, and monitor relocation process on a continuous basis. Extensive contact will be maintained with the utilities until all work is complete.

2.05 Materials Testing

Material testing sub-consultant shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, asphalt, concrete and other testing required by law or the Construction Contract Documents. Certified technicians shall complete all testing work and all laboratory facilities shall be certified to perform the respective tests and approved by the Construction Engineer. Consultant will review results of tests, forward copies of the results to the Contractor, file the results and report findings to the Contractor to resolve deficiencies. All test procedures will be in accordance with the Contract Documents.

3.0 ENVIRONMENTAL SUPPORT

3.01 Environmental Support

In coordination with CDFW and other applicable regulatory agencies, and depending on the assignment, a DHA qualified biologist will conduct pre-construction surveys for listed species in suitable habitat in accordance with permitting requirements, prior to the initiation of disturbance. A brief technical memorandum will be prepared and submitted to the agency documenting the findings of the survey. If construction activities are delayed and more than 48 hours has passed since the initial survey, a second survey will have to be conducted within 48 hours of the new construction start time.

The DHA Inspector/Water Quality Specialist will review the contractors' installation of protection measures, verify appropriate maintenance activities, and report on the compliance of activities performed on site.

As the assignment may require, DHA's qualified biologist will conduct WEAP training for all onsite personnel prior to the commencement of materials staging or ground disturbing activities. The training will explain to construction workers how best to avoid impacts to special-status species and will include topics on species identification, life history, descriptions, and habitat requirements during various life stages. Handouts with illustrations, photographs, and project mapping showing areas where minimization and avoidance measures can be included as part of this education program. In addition, DHA's qualified biologist will maintain a construction-monitoring notebook on-site throughout the construction period and a list of signatures of all personnel who have successfully completed the education program.

4.0 PROJECT DOCUMENTS

4.01 Payroll Review & Labor Compliance

Office Engineer will receive and review certified payrolls from the Contractor and each of its sub-contractors, and check for the "Statement of Compliance" from each Contractor or sub-

Contractor. Review of DIR electronic upload will also be performed. A spot-check of wages for each classification of laborer and craftsperson will also be performed. Consultant will notify the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll. Hard copies of the Contractor's certified payrolls will be maintained in the project files.

4.02 Progress Payments

Resident Engineer will work with Office Engineer and field staff to prepare and negotiate the monthly progress payment request with the Contractor. The Field Inspector will use daily construction estimate reports and material invoices to establish completed work quantities. The completed progress payment request, including negotiated change orders, will then be signed by the Resident Engineer and provided to the County's Project Manager for further processing.

4.03 Maintain Construction Records

Using Caltrans' filing system, supplemented by County requirements as appropriate, our Resident Engineer and Office Engineer will maintain the field office files throughout the course of the project. The filing system will include all correspondence; RFIs; submittals; PCOs and CCOs; diaries; photos; testing reports; daily, weekly and monthly reports; non-conformance reports; punchlists; record drawings; progress payments; certified payrolls; and other documents.

4.04 Change Order and Claim Support

Consultant shall perform the evaluation and administration of all contract modifications, change orders and claims. The Consultant shall review all requests for merit; perform an independent cost and time estimate and make recommendations to the County for consideration. If approved, the Consultant will complete all required documentation to process the change. In the event of a claim, the Consultant will immediately notify the County and will work toward a timely resolution of the claim with the Contractor, if possible. Status of any outstanding claims will be included with the Consultant's regular reporting to the County.

drakehaglan AND ASSOCIATES

New York House Road Bridge Project

Yuba County

TBD

Attachment A: Fee

0% DBE Utilization

Summary

	DHA		BSK Associates		TOTAL	
	hours	cost	hours	cost	HOURS	COST
1.0 PROJECT MANAGEMENT AND MEETINGS						
1.01 Contract Document Support	22.00	$4,602.86			22.0	$4,603
1.02 Coordination with other Agencies	13.00	$2,741.26			13.0	$2,741
1.03 Meetings	33.00	$6,904.30			33.0	$6,904
1.04 Correspondence	20.00	$4,163.04			20.0	$4,163
1.05 Maintain Schedule	11.00	$2,301.43			11.0	$2,301
1.06 Review Shop Drawings & False Work	11.00	$2,301.43			11.0	$2,301
Total Task 1	**110.00**	**$23,014.32**			**110.0**	**$23,014**
2.0 CONSTRUCTION INSPECTION						
2.01 Construction Inspection	951.00	$151,531.13			951.0	$151,531
2.02 Design Coordination & Resolution	77.00	$13,134.74			77.0	$13,135
2.03 Accident Prevention	36.00	$6,046.99			36.0	$6,047
2.04 Utility Coordination	41.00	$7,087.75			41.0	$7,088
2.05 Materials Testing	25.00	$4,474.68	218.00	$27,329.42	243.0	$31,804
Total Task 2	**1,130.00**	**$182,275.30**	**218.00**	**$27,329.42**	**1348.0**	**$209,605**
3.0 ENVIRONMENT SUPPORT						
3.01 Environmental Support	52.00	$5,401.71			52.0	$5,402
Total Task 3	**52.00**	**$5,401.71**			**52.0**	**$5,402**
4.0 PROJECT DOCUMENTS						
4.01 Payroll Review & Labor Compliance	61.00	$6,899.59			61.0	$6,900
4.02 Progress Payments	63.00	$7,315.90			63.0	$7,316
4.03 Maintain Construct Records	62.00	$7,399.39			62.0	$7,399
4.04 Change Order and Claim Support	58.00	$7,655.76			58.0	$7,656
Total Task 4	**244.00**	**$29,270.64**			**244.0**	**$29,271**
TOTAL DIRECT LABOR HOURS	**1,536.00**	**239,961.96**	**218.0**	**$27,329**	**1754.0**	**$267,291**
TOTAL OTHER DIRECT COST		**$16,200.00**		**$11,790**		**$27,990**
TOTAL PROJECT COST	**$256,161.96**		**$39,119.42**		**$295,281.38**	

Exhibit 2

drake haglan AND ASSOCIATES

New York House Road Bridge Project

Yuba County

Drake Haglan and Associates — TBD

Prime — Attachment A: Fee

assigned staff:	Howard Zabell, Project Manager	Robert Shackelford, Resident Engineer	Lindsay Tisch, Biologist	Barney Reno, Construction Inspector	Lora Gibbs, Office Engineer	TASK HOURS	TASK COSTS
hourly wage:	$220	$208	$98	$135	$81		
1.0 PROJECT MANAGEMENT AND MEETINGS							
1.01 Contract Document Support	2	20				22.00	$4,602.86
1.02 Coordination with other Agencies	3	10				13.00	$2,741.26
1.03 Meetings	3	30				33.00	$6,904.30
1.04 Correspondence		20				20.00	$4,153.04
1.05 Maintain Schedule	1	10				11.00	$2,301.43
1.06 Review Shop Drawings & False Work	1	10				11.00	$2,301.43
Total Task 1	10	100				110.00	$23,014.32
2.0 CONSTRUCTION INSPECTION							
2.01 Construction Inspection	2	312		637		951.00	$151,531.13
2.02 Design Coordination & Resolution	2	35		40		77.00	$13,134.74
2.03 Accident Prevention	1	15		20		36.00	$6,046.99
2.04 Utility Coordination	1	20		20		41.00	$7,087.75
2.05 Materials Testing		15		10		25.00	$4,474.68
Total Task 2	6	397		727		1,130.00	$182,276.30
3.0 ENVIRONMENT SUPPORT							
3.01 Environmental Support		2	48	2		52.00	$6,401.71
Total Task 3		2	48	2		52.00	$6,401.71
4.0 PROJECT DOCUMENTS							
4.01 Payroll Review & Labor Compliance	1	10		10	40	61.00	$8,899.59
4.02 Progress Payments	1	12		10	40	63.00	$7,315.90
4.03 Maintain Construct Records	1	15		6	40	62.00	$7,399.39
4.04 Change Order and Claim Support	1	20		5	32	58.00	$7,655.76
Total Task 4	4	57		31	152	244.00	$29,270.64
TOTAL DIRECT LABOR HOURS	20	556	48	760	152	1,536.00	$239,961.96
OTHER DIRECT COSTS (see attached sheet)							$16,200.00
TOTAL PROJECT COST							$256,161.96

Notes and Assumptions:

Fees are based on a 95 day construction contract with NTP on June 1, 2017. Start of work May 1, 2017. Est completion October 16, 2017.
Construction management office, office equipment, and office furniture are not included in this estimate.
County shall not provide DHA staff office space but shall provide copies of plans/specs/changes
DHA to provide computer platform, hardware and software
DHA to provide staff, vehicles, laptop and cell phone
Surveying services to be provided by contractor
Some double shifting is expected by the contractor
Should the actual schedule require more or less construction management services than proposed, adjustments to this estimate may be required
Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.
Any changes to this fee proposal shall be approved by the County prior to charging time.
Holidays include July 4th, the first Monday in September, When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday
Inspection wages shown within this proposal are subject to be governed by Prevailing Wage requirements.

BSK Associates

Exhibit 2

New York House Road Bridge Project

Yuba County

BSK Associates

TBD

6/26/2017

Subconsultant

Attachment A: Fee

	assigned staff:	Group 2 Inspector	Group 3 Technician	Non-PW Courier	Project Manager	Administrative Assistant	TASK HOURS	TASK COSTS
	hourly wage:	$140	$119	$67	$155	$75		
1.0 PROJECT MANAGEMENT AND MEETINGS								
1.01 Contract Document Support								
1.02 Coordination with other Agencies								
1.03 Meetings								
1.04 Correspondence								
1.05 Maintain Schedule								
1.06 Review Shop Drawings & False Work								
Total Task 1								
2.0 CONSTRUCTION INSPECTION								
2.01 Construction Inspection								
2.02 Design Coordination & Resolution								
2.03 Accident Prevention								
2.04 Utility Coordination								
2.05 Materials Testing		100	80	20	12	6	218.00	$27,329.42
Total Task 2		100	80	20	12	6	218.00	$27,329.42
3.0 ENVIRONMENT SUPPORT								
3.01 Environmental Support								
Total Task 3								
4.0 PROJECT DOCUMENTS								
4.01 Payroll Review & Labor Compliance								
4.02 Progress Payments								
4.03 Maintain Construct Records								
4.04 Change Order and Claim Support								
Total Task 4								
TOTAL DIRECT LABOR HOURS		100	80	20	12	6	218.00	$27,329.42
							OTHER DIRECT COSTS (see attached sheet)	$11,790.00
							TOTAL PROJECT COST	**$39,119.42**

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates Contract No. TBD Date: 6/26/2017

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal / Principal Engineer	Howard Zabell	20.0	$93.50	$1,870.00
Senior Engineer, Range D	Robert Shackelford	556.0	$88.50	$49,206.00
Construction Inspector	Barney Reno	760.0	$57.50	$43,700.00
Office Engineer	Lora Gibbs	152.0	$34.50	$5,244.00

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ON ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Drake Haglan and Associates Contract No. TBD Date 6/26/2017

SCHEDULE OF OTHER DIRECT COSTS ITEMS

PRIME CONSULTANT

DESCRIPTION OF ITEMS	QUANTITY	UNIT COST	TOTAL COST
Per Diem	135 DAYS	$120.00 $/Day	$16,200.00
		PRIME TOTAL ODC'S =	$16,200.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and just when the client will pay for them as a direct cost
3. Items when incurred for the same purpose, in like circumstance, should not be included in any inderict cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (Invoice).
5. Items listed above that be considerd "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be suppoerted by mileage logs.
8. If a consultant proposes rental costs for a veehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Drake Haglan & Associates

Indirect Cost Rate: 143.62% * for fiscal period 01/01/2015 to 12/01/2015

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Yuba County

Contract Number: 102-6017.3 Project Number: BRLO-5916(084)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $ 14,000,000.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $ _____

Prime Consultants (if applicable)
Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): $ 295,281.38

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

BSK Associates	$39,119.42
	$
	$
	$
	$

Consultant Certifying (Print Name and Title):

Name: Craig Drake

Title: Principal

Consultant Certification Signature **: C. C. DL

Date of Certification (mm/dd/yyyy): 06/27/2017

Consultant Contact Information:

Email: CDrake@drakehaglan.com

Phone number: (916) 231-0967

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Community Development and Services Agency: Award contract to Drake Haglan and Associates for professional design services for Waldo Road Bridge Over Dry Creek Replacement project and authorize Chair to execute agreement upon approval of County Counsel.

DATE: August 8, 2017

NUMBER: 352/2017

RECOMMENDATION

That the Board of Supervisors approve, and authorize its chairman to execute, pending County Counsel approval, an agreement with Drake Haglan and Associates to provide professional design services for the Waldo Bridge Over Dry Creek Bridge Replacement Project.

BACKGROUND

This project will entail constructing a new bridge and roadway approaches on Waldo Road Bridge Over Dry Creek. The existing structure will be left in place as a pedestrian and equestrian bridge due to its historical significance. This project is funded through the Highway Bridge Program (HBP) with a Local Match. A proposal for professional design services was recently circulated. County staff reviewed the proposals submitted and ranked them resulting in a decision to recommend award to Drake Haglan and Associates in the amount of $105,870.32. Construction of the bridge is tentatively scheduled for Spring of 2019

DISCUSSION

The purpose of this project is to replace a structurally deficient bridge. The bridge alignment will be improved as well with the new structure being located approximately 100 feet upstream of the existing bridge.

COMMITTEE ACTION:

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

FISCAL IMPACT

The design of this project is federally funded 88.53% ($93,727) through the Highway Bridge Program with a 11.47% ($12,143) Local Match.

Attachments

352-2017 Drake Haglan Agreement Waldo Road

AGREEMENT FOR
PROFESSIONAL SERVICES
Contract No. 102-6015.3

THIS AGREEMENT for professional engineering services for the **Waldo Road over Dry Creek Bridge Replacement Project** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Drake Haglan and Associates
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM

Commencement Date: Date of this agreement

Termination Date: July 1, 2020

The term of this Agreement shall become effective on the date of this Agreement, and shall continue in force and effect until July 1, 2020, unless sooner terminated in accordance with the terms of this Agreement. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by the COUNTY.

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

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

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

3. PAYMENT

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY

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

5. ADDITIONAL PROVISIONS

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

6. GENERAL PROVISIONS

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

7. DESIGNATED REPRESENTATIVES

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Craig C. Drake is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Exhibit 1 – Scope of Services

Exhibit 2 - Cost

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 et seq. and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

All subcontracts in excess of $25,000 shall contain the above provisions.

10. TERMINATION

The COUNTY and CONSULTANT reserves the right to terminate this contract upon ten (10) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

The COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. If the COUNTY terminates this contract with CONSULTANT, the COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination.

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 20____.

"COUNTY" "CONSULTANT"
COUNTY OF YUBA

_____ _____
Board Chairman Craig C. Drake
Drake Haglan and Associates

INSURANCE PROVISIONS APPROVED

_____
Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

_____
Courtney Abril,
Interim County Counsel

COUNTY OF YUBA

Drake Haglan and Associates - Waldo Road over Dry Creek Bridge Replacement

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are to provide for professional engineering services for the Waldo Road Bridge Replacement and as included on the attached exhibit labeled as Exhibit 1- Scope of Services and Exhibit 2 Cost.

A.2. TIME SERVICES RENDERED

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

A.3. MANNER SERVICES ARE TO BE PERFORMED

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

A.4. FACILITIES FURNISHED BY COUNTY

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

COUNTY OF YUBA
Drake Haglan and Associates – Waldo Road over Dry Creek Bridge Replacement

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE
COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED AND FIVE THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS AND THIRTY TWO CENTS ($105,870.32); 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 FIVE THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS AND THIRTY TWO CENTS ($105,870.32) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS
COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

B.4 ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Exhibit 2). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a the COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10)

calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the COUNTY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the COUNTY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Contract Administrator at the following address:

Tim Young, Assistant Director

915 8th. Street, Suite 125, Marysville CA 95901

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by the COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by the COUNTY for all Task Orders resulting from this contract shall not exceed $ (105,870.32). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

COUNTY OF YUBA

Drake Haglan and Associates – Waldo Road over Dry Creek Bridge Replacement

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING

CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

A It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to the County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 10-day termination clause pursuant to Operative Provision 10, or by mutual agreement to amend the contract to reflect any reduction of funds.

C.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

C.5 ACCEPTANCE

All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY

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

C.7 INTELLECTUAL PROPERTY

COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY'S contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

C.9 EQUIPMENT PURCHASE

A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. CONSULTANT agrees to use, manage, and dispose of equipment purchased as a result of this contract in compliance with 2 CFR 200.313.

C. All subcontracts in excess $25,000 shall contain the above provisions.

D. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

C.10 STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C.12 DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

C.13 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY's Contract Administrator within 30 days.

C.14 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.15 DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

C.16 INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

C.17 SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

C.18 CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR

A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

C.19 CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

C.20 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

C.21 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

C.22 RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that

any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT.

CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D.2 LICENSES, PERMITS, ETC.

CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 CONSULTANT NOT AGENT
Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.5 ASSIGNMENT PROHIBITED
CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.6 PERSONNEL
CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.7 STANDARD OF PERFORMANCE
CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D. 8 POSSESSORY INTEREST
The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.9 TAXES
CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.10 TERMINATION
Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.10.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.10.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.10.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.11 STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations Title 2, § 11102.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this

clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

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

D.13 OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D.14 WAIVER

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

D.15 COMPLETENESS OF INSTRUMENT

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

D.16 SUPERSEDES PRIOR AGREEMENTS

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

D.17 CAPTIONS

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

D.18 DEFINITIONS

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

D.18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS
All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 SUCCESSORS AND ASSIGNS
All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.21 CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

D.22 COUNTERPARTS
This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.23 OTHER DOCUMENTS
The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.24 PARTIAL INVALIDITY
If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.25 JURISDICTION
It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.26 CONTROLLING LAW
The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.27 TIME IS OF THE ESSENCE
Time is of the essence of this Agreement and each covenant and term a condition herein.

D.28 AUTHORITY

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

D.29 CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing the COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D.30 NOTICES

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

If to "COUNTY":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Drake Haglan and Associates
Attn: Craig C. Drake
Address: 11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

COUNTY OF YUBA

Drake Haglan and Associates - Waldo Road over Dry Creek Bridge Replacement

ATTACHMENT E

E. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

E.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

E.1.1. 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

E.2 OTHER INSURANCE PROVISIONS

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

E.2.1 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 CONSULTANT; and on the CGL policy

with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT 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 CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE

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

E.2.3. NOTICE OF CANCELLATION

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

E.3 WAIVER OF SUBROGATION

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

E.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

E.5 ACCEPTABILITY OF INSURERS

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

E.6 CLAIMS MADE POLICIES

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

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. 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, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.7 VERIFICATION OF COVERAGE

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

E.8 SUBCONTRACTORS

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

E.9 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.

Exhibit 1 - DETAILED SCOPE OF SERVICES
June 7, 2017

Assumptions:

1. Final PS&E will be completed by October 31st, 2017
2. Construction will be completed by December 31, 2018

Task 1: Project Management and Coordination

Task 1.1: Project Management

Drake Haglan and Associates (**DHA**) will perform the activities necessary to coordinate the bridge work on the project. This work will include the preparation and implementation of a project management plan. The project management plan includes the following:

- Preparation of QA/QC Binder
- Preparation of a Project Schedule for the bridge
- Preparation of monthly Project Progress Reports
- Communication Documentation
- Preparation of bridge meeting agendas and notes

QA/QC Binder: DHA will assemble a QA/QC binder, which is a "one-stop-shop" for the QC checklists, forms, notes, contract requirements, and submittals. Many of these forms are also contained in one excel spreadsheet accessible to all who are working on the project. The QA/QC binder is kept up-to-date by the Project Manager and completed to ensure QC procedures are being followed and enforced.

Project Schedule: DHA will prepare a project schedule showing the bridge tasks and submit it to Yuba County for review and approval. The schedule will initially be based on the various work elements and tasks described in the project scope of work to be completed by DHA. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes.

Project Progress Reports: The progress reports will be submitted with the monthly invoices. These reports will describe the tasks performed during the previous month, the tasks anticipated to be performed the following month, a list of any issues needing resolution to continue moving the project forward, the percentage of project completion, and an earned value analysis report for budget tracking.

Communication Documentation: DHA will document communications between the various parties involved in the bridge portion of project, including Yuba County, Caltrans, and subconsultants.

Task 1.2: Coordination Meetings

Following the Notice to Proceed, DHA will facilitate and attend a project initiation meeting to review the project status, schedule and other project items, and to establish communication lines with Yuba County and the project team. In addition, DHA will attend two additional project meetings as required to identify, address, or resolve project issues as they arise. The DHA

Project Manager will coordinate closely with Yuba County to ensure critical issues are raised and resolved at the meetings. DHA will prepare meeting agendas and meeting notes.

Task 1.3: Quality Assurance/Quality Control

Throughout the project, DHA will ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes developing a Project QA/QC Binder and conducting peer reviews of in-house and subconsultant work, and performing an independent bridge design check.

Task 2: Survey and Base Mapping

The COUNTY is responsible for conducting the field survey and preparing the project base mapping. The County has essentially completed this task. The COUNTY shall provide the following required survey and mapping information to DHA:

Topographic Mapping: Survey control shall be based upon existing horizontal and vertical control monumentation. Contour interval shall be one foot. The location and elevations of existing improvements and existing visible surface utility facilities within 30 feet of the existing right-of-way line shall be obtained/verified by field survey.

Bridge Site Topography: Detailed bridge site topography shall include the bridge and 800' beyond each bridge abutment.

Boundary Surveys: Existing right-of-way boundaries will be included on the base map. Existing monumentation and property lines shall be identified.

Task 3: Hydrology/Hydraulic Studies

The COUNTY is responsible for preparing the bridge hydraulic study and Location Hydraulic Study. The COUNTY shall provide the following required hydraulic information to DHA for use in completing the design:

Water Surface Elevation: Water surface elevation for the design flood (50-yr +2' freeboard), base flood (100-yr) and overtopping flood, if relevant.

Scour: Scour depths/elevations pertaining to degradation scour, contraction scour, and local scour.

Rock Slope Protection: Provide details of the proposed Rock Slope Protection (RSP) design (size of rock, thickness of RSP later, and extents of RSP) required to mitigate the anticipated scour.

Task 4: Geotechnical Investigation

DHA's subconsultant Crawford and Associates will be responsible for completing the foundation report. Crawford and Associates has completed all field work and has prepared a draft foundation report for use in designing the bridge.

Crawford and Associates will prepare the Final Foundation Report once the final bridge loads have been provided. The updated Final Foundation Report will include final loads, updated seismic criteria and updated Log of Test Borings drawings.

Crawford and Associates will provide a review of the final bridge plans and specifications with respect to conformance with the Final Foundation Report. Crawford and Associates will provide a letter of Plan Review at completion of this task.

Crawford and Associates will provide up to four site reviews during construction (fee is based on 6 hours per site visit) to verify foundation conditions. Each review will be summarized in a Daily Field Report.

Task 4 Deliverables:

- Log of Test Boring (PDF)
- Final Bridge Foundation Report
- Up to four (4) site visits during construction

Task 5: Environmental Studies and Permitting

DHA will provide supporting documentation for development of environmental technical studies and permits, such as depths of excavation and volumes of material to be excavated required to construct the bridge. Permitting will be completed by the COUNTY.

Task 6: Final Design and Engineering Services

DHA will provide final design and engineering services for the preferred bridge alternative identified in the approved Bridge Type Selection Report. DHA will base the design and detailing of the bridge plans on the Caltrans 2015 Standard Plans and "XS" sheets using the COUNTY'S standard plan sheet border. DHA will prepare technical special provisions for the bridge.

Task 6.1: Independent Bridge Design Check

DHA has essentially completed the bridge independent check but needs to incorporate comments identified on the plans during the independent check process. The Independent Check Engineer has prepared an independent set of design calculations and has reconciled any design differences with the Design Engineer. Once the County has finalized the 65% road plans, DHA will review the road plans for consistency with the bridge plans. If inconsistencies are identified between the road and bridge plans, DHA will coordinate with County staff to address these inconsistencies prior to submitting the updated plans for County review.

Task 6.1 Deliverables:

- One (1) set of half size (11x17) independent checked set of plans in PDF format for County review.

Task 6.2: Response to 65% Review Comments/95% PS&E Submittal

Task 6.2.1: Response to Review Comments

After the environmental documents have been approved and upon receipt of the review comments on the independently checked set of plans, revisions will be made to the Plans in

preparation for the 95% submittal package. A written response will be prepared by DHA staff addressing review comments received from the County on the independent check plan set.

Task 6.2.2: Estimate of Probable Costs

Quantity take-off calculations and a marginal estimate will be prepared in accordance with Section 11 of the Caltrans Bridge Design Aids Manual. This estimate will be based on preparing two sets of independent quantity take-off calculations. One set will be prepared by DHA and one set will be performed by BRG Engineering. The unit cost data will be based on past relevant experience with similar projects; including any Yuba County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.

Task 6.2.3: Special Provisions

DHA will use the most current version of the Standard Special Provisions available from Caltrans, 2015, and will edit the Bridge Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word. DHA assumes that the COUNTY will incorporate the Structure Special Provisions in the COUNTY Boilerplate and COUNTY prepared Special Provisions.

Task 6.2.4: QA/QC

Prior to submitting the 95% PS&E package to the County, a senior level staff member will perform a quality control and constructability review of the plans, specifications and estimate.

Task 6.2.5: 95% PS&E Submittal

A complete set of checked Plans, Specifications, and Construction Cost Estimate will be submitted for final review and approval.

Task 6.2. Deliverables:

- Response to comments on Independent Check Plan set
- Half-Size (11x17) 95% plans
- Annotated 95% Special Provisions
- 95% Construction Cost Estimate

Task 6.3: Final PS&E Submittal

Design comments on the 95% PS&E will be incorporated into the Final PS&E, as appropriate. The final drawings, special provisions, and estimates will be prepared in accordance with the Local Programs Manual and presented to Yuba County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

Task 6.3 Deliverables:

- One set of full size (22x34) Plans signed and stamped by an Engineer registered in the state of California on bond paper
- One set of half size (11x17) Plans signed and stamped by an Engineer registered in the State of California on bond paper
- One set of Bridge Technical Special Provisions
- One set of Design and Check Quantity Calculations

- One set of Bridge Structural Design Calculations
- One set of Independent Bridge Structural Design Calculations
- One RE Pending file
- Electronic files of the signed contract plans, special provisions (Microsoft Word), and estimate (Microsoft Excel)

Task 7: Utility Coordination
DHA shall provide input to the COUNTY for use in the Utility Design, if required. COUNTY will provide details on any utilities that must be carried on the proposed bridge structure. The COUNTY is responsible for all utility coordination.

Task 8: Right-of-Way
DHA shall provide input to the COUNTY for use in the ROW Certification such as limits of temporary construction easements required to construct the bridge, if required.

Task 9: Bid Assistance and Construction Support Services

Task 9.1: Bid Assistance

DHA will provide on-going consultation and interpretation of construction documents during the bid phase of the proposed project including answering and documenting questions from prospective bidders, preparation of addenda (if required), and bid analysis as requested.

Task 9.2: Construction Support Assistance

DHA will be available to provide on-going consultation and interpretation of construction documents during the construction of the proposed project. Construction support services will include:

- Attend pre-construction meeting
- Review and approve submittals and shop drawings. DHA assumes COUNTY will handle all concrete and pavement submittals, and all material submittals. DHA will review post-tension shop drawings and falsework drawings.
- Provide on-going consultation and interpretation of contract documents, as requested
- Prepare plan and/or specification modification for contract change orders
- Site visits as requested (Total 4)

Task 9.3: As-Built Plans

DHA will assist the COUNTY in preparing and delivering the final As-Built Bridge Plans using marked prints provided by the Construction Resident Engineer.

Services and Materials to be Provided by the County
All services, materials, and documents to be provided by the County are outlined in the Detailed Scope of Services section above.

Waldo Road over Dry Creek Bridge Replacement

Exhibit 2 - COST

Yuba County

Attachment A: Fee

Bridge # 16C0006

DBE Utilization 3.02%

	DHA		TOTAL	
	hours	cost	HOURS	COST
1.0 Project Management and Coordination				
1.1 Project Management	24.00	$5,760.00	24.0	$5,760.00
1.2 Coordination Meetings	12.00	$2,048.00	12.0	$2,048.00
1.3 QA/QC	18.00	$4,320.00	18.0	$4,320.00
Total Task 1	**54.00**	**$12,128.00**	**54.0**	**$12,128.00**
2.0 Survey and Base Mapping				
2.0 Survey and Base Mapping				
Total Task 2				
3.0 Hydrology/ Hydraulic Studies				
3.0 Hydrology/Hydraulic Studies	8.00	$1,088.00	8.0	$1,088.00
Total Task 3	**8.00**	**$1,088.00**	**8.0**	**$1,088.00**
4.0 Geotechnical Investigation				
4.0 Geotechnical Investigation	8.00	$1,088.00	8.0	$1,088.00
Total task 4	**8.00**	**$1,088.00**	**8.0**	**$1,088.00**
5.0 Environmental Studies and Permitting				
5.0 Environmental Studies and Permitting	12.00	$1,632.00	12.0	$1,632.00
Total Task 5	**12.00**	**$1,632.00**	**12.0**	**$1,632.00**
6.0 Final Design and Engineering Services				
6.1 Independent Bridge Design Check	44.00	$5,944.00	44.0	$5,944.00
6.2 Response to 65% Review Comments/ 95% PS&E Submittal	20.00	$2,720.00	20.0	$2,720.00
6.2.1 Response to Review Comments	4.00	$544.00	4.0	$544.00
6.2.2 Estimate of Probable Costs	32.00	$4,352.00	32.0	$4,352.00
6.2.3 Special Provisions	32.00	$7,680.00	32.0	$7,680.00
6.2.4 QA/QC	8.00	$1,920.00	8.0	$1,920.00
6.2.5 95% PS&E Submittal	62.00	$7,296.00	62.0	$7,296.00
6.3 Final PS&E Submittal	22.00	$2,872.00	22.0	$2,872.00
Total Task 6	**224.00**	**$33,328.00**	**224.0**	**$33,328.00**
7.0 Utility Coordination				
7.0 Utility Coordination	4.00	$544.00	4.0	$544.00
Total Task 7	**4.00**	**$544.00**	**4.0**	**$544.00**
8.0 Right-of-Way				
8.0 Right-of-Way	12.00	$1,386.00	12.0	$1,386.00
Total Task 8	**12.00**	**$1,386.00**	**12.0**	**$1,386.00**
9.0 Bid Assistance and Construction Support Services				
9.1 Bid assistance	12.00	$2,119.68	12.0	$2,119.68
9.2 Construction Support Assistance	208.00	$31,811.76	208.0	$31,811.76
9.3 As-Built Plans	40.00	$4,272.48	40.0	$4,272.48
Total Task 9	**260.00**	**$38,203.92**	**260.0**	**$38,203.92**
TOTAL DIRECT LABOR HOURS	582.00	$89,397.92	582.0	$89,397.92
TOTAL OTHER DIRECT COST	$16,472.40		$16,472.40	
TOTAL PROJECT COST	**$105,870.32**		**$105,870.32**	

The County of Yuba

Sheriff-Coroner

TO: Board of Supervisors

FROM: Sheriff-Coroner, Steven L. Durfor

SUBJECT: Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for female inmates at the Yuba County Jail for the Fiscal Year 2017-2018.

DATE: August 8, 2017

NUMBER: 355/2017

Recommendation:
Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for female inmates at the Yuba County Jail for the Fiscal Year 2017-2018.

Background:
Each year, the Yuba County Office of Education provides vocational educational programs for inmates in the Yuba County Jail. The vocational program consists of a basic General Equivalency Degree (GED) education.

Discussion:
This is the second year annual agreement that has proven beneficial to both agencies. The fiscal year 2017-2018 female GED program has been budgeted, designed, and staffed around a $20,000 budget.

Committee Action:
Due to the routine nature of this request, this item was placed directly on the Board of Supervisor's agenda

Fiscal Impact:
General Fund- None
Non-General Fund - $20,000
Source of Funds - Trust Fund 225 Local Innovation Funds

Attachments:

355/2017 MOU for Female GED program with YCOE

YCOE
Empower Education

Francisco Reveles, Ed.D.
Superintendent of Schools
Yuba County Office of Education
935 14th Street | Marysville CA 95901 | 530-749-4900

MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July, 2017 through June 30, 2018.

1. Yuba County Office of Education agrees to provide a six hour per week educational program for FEMALE inmates at the Yuba County Jail between July 2017 and June 2018, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.

2. County of Yuba agrees to make one payment of $15,000 to the Yuba County Office of Education, due January 1, 2018, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2018, for continued services through June 30, 2018. It is estimated that the total not be more than $25,000 for the year. 2017-18 program attendance will establish a baseline to use for estimated average daily attendance (ADA) in the FEMALE class in future years.

3. Full accounting is available for review annually.

4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.

5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

   Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors.

If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION

FRANCISCO REVELES, SUPERINTENDENT
Yuba County Office of Education

COUNTY OF YUBA

ROGER ABE
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: Courtney C Abril
~~ANGIL MORRIS-JONES~~
COURTNEY C. ABRIL

INSURANCE PROVISIONS APPROVED:

Jill Abel,
Human Resources Director and Risk Manager

SUTTER-YUBA BEHAVIORAL HEALTH

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520

Tony Hobson, Ph.D.
Assistant Director of Health and Human Services
Director of Behavioral Health

Administration Services
(530) 822-7200
FAX (530) 822-7627

STAFF REPORT

DATE: August 8, 2017

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director for Sutter County Health and Human Services for Behavioral Health

SUBJECT: Adopt Resolution Authorizing Application for No Place Like Home Noncompetitive Allocation Funds to Support a Regional Housing Project in Partnership with the Regional Housing Authority and Sutter County

---

Recommendation: It is recommended that the Board of Supervisors adopt a Resolution Authorizing Application for No Place Like Home (NPLH) Program Noncompetitive Allocation Funds to support a Regional Housing Project in partnership with the Regional Housing Authority and Sutter County.

Background & Discussion: On July 1, 2016, Governor Brown signed legislation enacting the NPLH Program to dedicate $2 billion in bond proceeds for the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, are chronically homeless, or are at-risk of chronic homelessness.

There is $242.6 million available in the Competitive NPLH Program and there is $21 million available in the Noncompetitive Allocation Program. The Noncompetitive Allocation is specifically a small county set-aside.

Upon submission of a Noncompetitive Allocation Application to and approval by the Department of Housing and Community Development, Yuba County is eligible to receive a $791,491 allocation that will be committed to a collaborative Regional Housing Project with Sutter County and the Regional Housing Authority. The Project is located at Lot 1, APN: 53-443-008 & 53-470-053, at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991.

Yuba County's Noncompetitive Allocation is separate from Sutter County's allocation. The Sutter County Board of Supervisors adopted a similar Resolution on July 25, 2017 that authorized the dedication of Sutter County's Noncompetitive Allocation to the Regional Housing Project.

The Resolution is necessary for the Regional Housing Authority to move forward with further pre-planning efforts.

Past Consideration of the Board: This item has not been considered by the Board previously.

Alternatives: The Board could decide not to adopt the Resolution and not dedicate the NPLH Noncompetitive Allocation to the Regional Housing Project and either dedicate the monies to an alternative project or not apply for the Noncompetitive Allocation in its entirety. These alternatives are not recommended.

Other Department or Agency Involvement: The Regional Housing Authority and Sutter County Health and Human Services have worked collaboratively with Sutter-Yuba Behavioral Health and Sutter County Health and Human Services to identify a draft housing plan for the Project planned at Lot 1, APN: 53-443-008 & 53-470-053, at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991.

Action Following Approval: Sutter-Yuba Behavioral Health will continue to work with the Regional Housing Authority, Yuba County and Sutter County on finalizing a housing plan and will apply for the Noncompetitive Allocation when the Notice of Funding Availability is released.

Fiscal Impact: This Resolution has no impact on the County General Fund.

Attachments or Document Enclosures:

Resolution

P:\MH Contracts\2017 CONTRACTS\Staff Reports\BOS\Resolution in Support of NPLH Yuba- Noncompetitive Funds .docx

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING APPLICATION FOR NO PLACE LIKE HOME NONCOMPETITIVE ALLOCATION FUNDS TO SUPPORT A REGIONAL HOUSING PROJECT IN PARTNERSHIP WITH THE REGIONAL HOUSING AUTHORITY AND THE COUNTY OF SUTTER)	RESOLUTION NO. _____

WHEREAS, the State of California, Department of Housing and Community Development (Department) will release a Notice of Funding Availability (NOFA), for its No Place Like Home (NPLH) Noncompetitive Allocation Funds; and

WHEREAS, the County of Yuba desires to submit a project application for the NPLH Noncompetitive Allocation Funds as described in the NPLH Draft Program Guidelines released by the Department for the NPLH Program and use the Noncompetitive Allocation Funds to support a Regional Housing Project for Lot 1, APN: 53-443-008 & 53-470-053 located at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991 (Regional Housing Project) in partnership with the Regional Housing Authority and Sutter County; and

WHEREAS, the Department is authorized to provide a Noncompetitive Allocation of $791,491 to the County of Yuba from the Mental Health Services Act Fund to acquire, design, construct, rehabilitate or preserve supported housing for persons who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness, and who are also in need of specialty mental health services; and

WHEREAS, the County of Yuba intends to use the Noncompetitive Allocation of $791,491 to support the Regional Housing Project and continue future planning and development efforts with the Regional Housing Authority and Sutter County, which is eligible for a separate Noncompetitive Allocation of $500,000 that will be used to support the Regional Housing Project pending the appropriate approval from the County of Sutter Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that Sutter-Yuba Behavioral Health is hereby authorized and directed to submit an application for the NPLH Noncompetitive Allocation Funds for $791,491 on behalf of the County of Yuba to support the Regional Housing Project in partnership with Regional Housing Authority and County of Sutter.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, this 8th day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson

ATTEST:
Clerk of the Board of Supervisors
Donna Stottlemeyer

_____

APPROVED AS TO FORM:
County Counsel
Courtney Abril

Courtney Abril

The County of Yuba

Administrative Services

TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Resolution of Board of Supervisors approving a grant deed granting an easement to the City of Marysville and authorizing the Chair to execute

DATE: August 8, 2017

NUMBER: 345/2017

Recommendation

Board of Supervisors hereby approves a resolution approving a grant deed granting an easement to the City of Marysville and authorizing the Chair to execute

Background

The new Tri-County Juvenile Rehabilitation Facility is going to be constructed on the former Yuba County office site south of 14th Street in Marysville. The new facility will cover a larger portion of the site than did the former County building. This has necessitated the City to return a parcel granted to them by the County back in the 1970s. Concurrent to the return of this parcel, the City has requested re grant them a new easement just to the east of this former easement to provide protection for a new sewer line the City installed last year.

Discussion

The attached grant deed authorizes the establishment of the new easement to the City for the newly installed sewer line.

Committee Action:

Due to the routine nature and the time sensitivity of this action, it has been brought directly to your Board for consideration

Fiscal Impact:

There is no fiscal impact resulting from this action.

Attachments

345-2017 Resolution authorizing execution of grant deed to convey 14th st property
345-2017 Grant Deed document to authorize conveyance

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION OF BOARD	**) RESOLUTION NO. _____**
OF SUPERVISORS APPROVING	**)**
A GRANT DEED GRANTING AN	**)**
EASEMENT TO THE CITY OF	**)**
MARYSVILLE AND AUTHORIZING	**)**
THE CHAIR TO EXECUTE	**)**

WHEREAS, the County of Yuba ("County") is developing a new Tri-County Juvenile Hall on the former 14th Street County property; and

WHEREAS, as part of the development process the County has undertaken its due diligence to assure that the property is free and clear of any issues; and

WHEREAS, the due diligence process revealed an easement granted by the County to the City of Marysville ("City") in the 1970s for a portion of the roadway across the center of the property; and

WHEREAS, the City has granted a release of that easement (known as Parcel A) back to the County. In exchange the City has requested that the County grant a new easement for a sewer line that the City installed last summer. The two easements are on separate portions of the parcel owned by the County.

//

//

//

//

//

//

//

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby authorizes the establishment and granting of the new easement and further authorizes the Chair of the Board to execute the attached Grant Deed.

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:

_____
RANDY FLETCHER, CHAIRMAN
YUBA COUNTY BOARD OF SUPERVISORS

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_____

COURTNEY ABRIL
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

Courtney Abril

A.P. No.: Portion 009-115-004

Recorded at the Request of and:
When Recorded Return To:

City of Marysville
Administration Department
P.O. Box 150
Marysville, CA 95901

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ None, R&T Code 11922, Conveyance to Gov't Agency

GRANT DEED

Exempt from recording fees pursuant to Gov't Code §6103

Sewer Line Easement

For Value Received

The County of Yuba
a political subdivision of the State of California

GRANTS to the City of Marysville,
a Municipal Corporation

All that certain real property situate in the City of Marysville, County of Yuba, State of California, more particularly described as follows:

A perpetual easement and right of way for the purposes of installing, constructing, repairing, maintaining, replacing, renewing and using subsurface sewer pipelines over, under and across that certain property ("Easement Area") being 20 foot wide strip, described as follows:

All that portion of former Pine Street lying South of the southerly line of 14th Street and North of the northwesterly line of the Union Pacific Railroad Company right of way, formerly Western Pacific Railroad, as said street is shown on the official map of the City of Marysville, approved March 22, 1856 and now on file in the office of the Yuba County Recorder and described in City of Marysville Resolution No. 96-30 ordering the vacation of portions of certain streets, recorded December 19, 1996, as document number 1996R-013120 in the office of the Yuba County Recorder.

The Grantee shall have the right of ingress and egress from the Easement Area with the right to trim or to cut down and clean away any trees within the hereinafter described easement as may be necessary for the full enjoyment of the rights hereby granted by the Grantor.

Grantor agrees not to use the Easement Area or grant any other party rights to use the Easement Area for any purpose which would unreasonably burden or interfere with Grantee's use or enjoyment of the rights granted herein.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of respective parties hereto.

Dated this _____ day of _____, 2016

GRANTOR:
County of Yuba

By: _____
Randy Fletcher, Chair
Yuba County Board of Supervisors

Approved as to form:

By: _____
Courtney Abril,
County Counsel

The County of Yuba

Administrative Services

TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - approve resolution stating pursuant to Section 2.50.060, the Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property

DATE: August 8, 2017

NUMBER: 347/2017

Recommendation

The Board approves the attached resolution stating pursuant to Section 2.50.060, the Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property.

Background

The County acquired this property in the mid 1970's. Our most recent tenant was Yuba County Probation's Victim Services Division who has since relocated to their new facility on 6th Street; across the street from the Courthouse.

The warehouse on the property has also been used by the County's Administrative Services Department for surplus property.

Discussion

The County has no further need for this facility, and several local organizations have expressed an interest in it.

We have had an appraisal done on the property and it was valued at $800,000.

Committee Action:

Due to the routine nature of this action it has been brought directly to your Board for review and consideration

Fiscal Impact:

Proceeds for the sale of this parcel is considered one-time revenue and it is recommended that upon sale, staff will return with appropriate budget adjustments

Attachments

347-2017 Resolution to declare Dan Avenue as surplus

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION PURSUANT TO SECTION 2.50.060, THE BOARD OF SUPERVISORS HEREBY DECLARES THE PROPERTY AT 4240 DAN AVE (APN 014-190-035-000) AS SURPLUS AND AUTHORIZES THE DIRECTOR OF ADMINISTRATIVE SERVICES TO SELL THE PROPERTY	**RESOLUTION NO. _____**

WHEREAS, the County procured the property at 4240 Dan Avenue in the mid-1970's as additional office space; and

WHEREAS, the most recent tenant was the Victim Services Division of the Probation Department; and

WHEREAS, a co-tenant has been Administrative Services using the warehouse building to house surplus inventory; and

WHEREAS, Victim Services has relocated to their new facility on 6th and B Streets; and

WHEREAS, several community organizations in the area have expressed an interest in acquiring this facility; and

WHEREAS, the County has recently had this property appraised for $800,000; and

WHEREAS, the County has no further need for this facility.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property.

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

_____

COURTNEY ABRIL
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

By: _____

The County of Yuba

Sheriff-Coroner

TO: Board of Supervisors

FROM: Sheriff-Coroner, Steven L. Durfor

SUBJECT: Approve agreement with Yuba County Water Agency for law enforcement services for the limited term May 15, 2017 through September 15, 2017 and authorize Chair to execute.

DATE: August 8, 2017

NUMBER: 334/2017

Recommendation:
Approve the agreement with Yuba County Water Agency for law enforcement services for the limited term, May 15, 2017 through September 15, 2017, and authorize Chair to execute.

Background:
For the past nineteen years, the Water Agency has paid the Sheriff's Department for patrol coverage at the Bullard's Bar Reservoir for the months of mid-May through mid-September. The coverage included a Deputy Sheriff for eight hours per day, 40 hours per week.

Discussion:
This is a continuation of an agreement that is a benefit to both the Water Agency and the Sheriff's Department. This service provides additional coverage at the lake, with no fiscal impact to the regular Boat Patrol budget or the General Fund. The Sheriff's Department will hire an extra help Deputy Sheriff for the seasonal period, to work in conjunction with the Sheriff's Boat Patrol deputies. Additionally, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for 25% of salary and benefits of the Marine Enforcement Deputy's position to provide additional law enforcement presence at the New Bullard's Bar Reservoir and associated recreational lands. The agreement also includes fuel/maintenance costs for the boat patrol vehicles utilized during the contract period, as well as funding for the replacement of an aging Marine Enforcement vehicle.

Committee Action:
Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

Fiscal Impact:
General Fund- $95,210
Non-General Fund - $81,468
Source of Funds - Yuba County Water Agency

Attachments:

334/2017 Operating Agreement between Yuba Co Sheriff's Dept and YCWA

OPERATING AGREEMENT BETWEEN YUBA COUNTY SHERIFF'S DEPARTMENT AND THE YUBA COUNTY WATER AGENCY

In return for the full time assignment of a Yuba County Sheriff's Deputy for 40 hours per week to patrol and provide law enforcement services at New Bullards Bar Reservoir and associated recreational lands, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for salary and overtime costs in support of Yuba County Water Agency operational requirements. The period of service will be from May 15, 2017 through September 15, 2017.

Additionally, the Yuba County Water Agency agrees to reimburse the Yuba County Sheriff's Department for the of salary and benefits of the Marine Enforcement Deputy position and related fuel costs to provide additional law enforcement presence at the New Bullard's Bar Reservoir and associated recreational lands. The Yuba County Water Agency also agrees to a one-time reimbursement to the Yuba County Sheriff's Department for the replacement of an aging Marine Enforcement vehicle. Billings will be made at the following rates for 2017:

Sheriff's Deputy ($5,692 per month):	$ 22,768
Overtime rate: $55.00 (maximum 40 hours)	$ 2,200
Marine Enforcement Deputy (Salary and Benefits)	$ 80,210
(Salary $7,179/month; Benefits $12,873.50/month)	
Fuel/maintenance– boat patrol vehicles (contract period)	$ 15,000
Marine Enforcement Vehicle	$ 56,500

Total billings are expected to be no more than $176,678. Billings will be made in two increments- one in July 2017 and one upon the completion of service in September 2017. Both parties can make a different billing schedule or changes to this agreement upon negotiation and agreement. We the undersigned concur with all aspects of the above detailed operating agreement.

for: Curt Aikens
General Manager
Yuba County Water Agency

Date: 6/26/17

Steven L. Durfor
Sheriff-Coroner
Yuba County Sheriff's Department

Date: 07/05/17

Approved as to form

By:

Courtney Abril
~~Interim~~ County Counsel

Date: 7/11/2017

Chair, Board of Supervisors
County of Yuba

The County of Yuba

Sheriff-Coroner

TO: Board of Supervisors

FROM: Sheriff- Coroner, Steven L. Durfor

SUBJECT: Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for male inmates at the Yuba County Jail for the Fiscal Year 2017-2018.

DATE: August 8, 2017

NUMBER: 354/2017

Recommendation:
Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for male inmates at the Yuba County Jail for the Fiscal Year 2017-2018.

Background:
Each year, the Yuba County Office of Education provides vocational educational programs for male inmates in the Yuba County Jail. The vocational program consists of a basic General Equivalency Degree (GED) education.

Discussion:
This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2017-2018 GED program has been budgeted, designed, and staffed around a $15,000 budget.

Committee Action:
Due to the routine nature of this request, this item was placed directly on the Board of Supervisor's agenda.

Fiscal Impact:
General Fund- None
Non-General Fund - $15,000
Source of Funds - Trust Fund 225 Local Innovation Funds

Attachments:

354/2017 MOU for Male GED program with YCOE

YCOE
Empower Education

Francisco Reveles, Ed.D.
Superintendent of Schools
Yuba County Office of Education
935 14th Street | Marysville CA 95901 | 530-749-4900

MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2017 through June 30, 2018.

1. Yuba County Office of Education agrees to provide an educational program for MALE inmates at the Yuba County Jail between July 2017 and June 2018, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.

2. County of Yuba agrees to make one payment of $15,000 to the Yuba County Office of Education, due January 1, 2018, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2018, for continued services through June 30, 2018. The total amount of contribution from County of Yuba is estimated to not be more than $20,000 for the year; this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.

3. Full accounting is available for review annually.

4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.

5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

   Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors.
   If any such claim, action, or proceeding is brought against an indemnified party or that

party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION

FRANCISCO REVELES, ED. D.
SUPERINTENDENT
Yuba County Office of Education

COUNTY OF YUBA

ROGER ABE
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO INSURANCE REQUIREMENTS

JILL ABEL, RISK MANAGER

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

~~ANGIL MORRIS-JONES~~
COURTNEY C. ABRIL

SUTTER-YUBA BEHAVIORAL HEALTH

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520

Tony Hobson, Ph.D.
Assistant Director of Health and Human Services
Director of Behavioral Health

Administration Services
(530) 822-7200
FAX (530) 822-7627

STAFF REPORT

DATE: August 8, 2017

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director of Health and Human Services for Behavioral Health

SUBJECT: Adopt Resolution Authorizing Use of Unencumbered Mental Health Services Act Funds to Support a Regional Housing Project in Partnership with the Regional Housing Authority and Yuba County

---

Recommendation: It is recommended that the Board of Supervisors adopt a Resolution Authorizing Use of Unencumbered Mental Health Services Act Funds to support a Regional Housing Project in partnership with the Regional Housing Authority and Yuba County.

Background & Discussion: The Mental Health Services Act (MHSA) was a voter initiative passed in November of 2004. Under this initiative, individuals with incomes in excess of one million dollars per year are levied an additional 1% income tax to pay for expanded mental health services statewide. Sutter-Yuba Behavioral Health (SYBH) oversees a special revenue fund with a restricted fund balance of $1,547,676.75 in MHSA Funds dedicated to supportive housing and housing assistance to target populations identified in the Welfare and Institutions Code (W&I), Section 5600.3, including the following:

- Seriously emotionally disturbed children or adolescents.
- Adults and older adults who have a serious mental disorder.
- Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.

The County of Sutter, the County of Yuba and the Regional Housing Authority have worked collaboratively to plan for a regional supported housing development at Lot 1, APN: 53-443-008 & 53-470-053 located at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991 (Regional Housing Project). Sutter Yuba Behavioral Health (SYBH) requests approval to use Mental Health Services Act (MHSA) housing funds toward the completion of this project with regional impact.

The proposed Resolution is necessary for the Regional Housing Authority to move forward with further pre-planning efforts.

Past Consideration of the Board: This item has not been considered by the Board previously.

Alternatives: The Board could decide not to adopt the Resolution and not use the MHSA Funds for the Regional Housing Project and dedicate the monies to an alternative project. This alternative is not recommended.

Other Department or Agency Involvement: The Regional Housing Authority and Sutter County Health and Human Services have worked collaboratively to identify a draft housing plan for the Project planned at Lot 1, APN: 53-443-008 & 53-470-053, at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991.

Action Following Approval: Sutter-Yuba Behavioral Health will continue to work with the Regional Housing Authority, Yuba County and Sutter County on finalizing a housing plan and properly allocate and use the MHSA Funds.

Fiscal Impact: This Resolution has no impact on the County General Fund.

Attachments or Document Enclosures:

Resolution

P:\MH Contracts\2017 CONTRACTS\Resolution-MHSA Housing Fund Committment YUBA .doc

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF SUPERVISORS DEDICATING UNENCUMBERED MENTAL HEALTH SERVICES ACT FUNDS FOR SUPPORTED HOUSING FOR THE SERIOUSLY MENTALLY TO A REGIONAL HOUSING PROJECT IN PARTNERSHIP WITH THE REGIONAL HOUSING AUTHORITY AND THE COUNTY OF YUBA	RESOLUTION NO. _____

WHEREAS, Sutter-Yuba Behavioral Health (SYBH) oversees a special revenue fund with a balance of $1,547,676.75 in Mental Health Services Act (MHSA) Funds dedicated to supportive housing assistance to the target populations identified in the Welfare and Institutions Code (W&I), Section 5600.3.

WHEREAS, the County of Sutter, the County of Yuba and the Regional Housing Authority have worked collaboratively to plan for a regional supported housing development at Lot 1, APN: 53-443-008 & 53-470-053 located at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991 (Regional Housing Project).

WHEREAS, SYBH has followed the community planning process identified in W&I, Section 5848 to determine the use of the funds and will include the use of funds in the next MHSA Annual Update, identified in W&I, Section 5847 and will account for the expenditure of those MHSA Funds in the Annual Revenue and Expenditure Report, identified in W&I, Section 5899.

WHEREAS, the County of Sutter and the County of Yuba shall both approve RESOLUTION NO._____ to finalize the community planning process and dedicate the MHSA Funds to the Regional Housing Project.

NOW, THEREFORE, BE IT RESOLVED that the County of Yuba supports the encumberment of the MHSA Funds by the County of Sutter for the Regional Housing Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, this 8th day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST:

_____
Clerk, Board of Supervisors

By_____

APPROVED AS TO FORM
COURTNEY C. ABRIL
COUNTY COUNSEL
BY: Courtney C Abril

THE COUNTY OF YUBA
BOARD OF SUPERVISORS

—PROCLAMATION—

HMONG HISTORY MONTH

WHEREAS, our community recognizes the Hmong, which means "free people," for their dedicated service and valiant support of the Armed Forces of the United States of America and its allies during the Vietnam War serving in the "Secret Army" funded by the CIA, which included Special Guerilla Units and other Special Forces, to thwart the Pathet Lao and North Vietnamese Army in Laos, Cambodia and Thailand from 1960 – 1975; and

WHEREAS, the members of this Laotian hill tribe are known for their warrior traditions, loyalty and bravery, evidenced by the guarding of United States personnel and Air Force radar installations; gathering critical intelligence on enemy movement and operations; performing rescue missions to save downed United States pilots; and fought in conventional and guerilla combat against overwhelming forces, including several North Vietnamese divisions, to disrupt the flow of troops and supplies along the Ho Chi Minh Trail; and

WHEREAS, a conservative estimate of over 35,000 brave Hmong men, women and children lost their lives, more than 50,000 were wounded, and more than 2,500 are missing in action, which does not include the devastating loss of life in excess of 30,000, when the Hmong fell victim to retributive ethnic cleansing starting in 1975 and continuing to this day; nor the thousands forced into re-education camps or who perished attempting to cross the Mekong River into Thailand; and

WHEREAS, in addition to the devastation to their homes and way of life, thousands of Hmong soldiers and their families became a country less people when they commenced their perilous flight to seek safe refuge in other countries such as Argentina, Australia, Canada, China, France, Japan, New Zealand and the United States – a mass exodus that continues to this day; and

WHEREAS, Yuba County recognizes the heroic and significant contributions made to the United States during fighting efforts in Laos and the exemplary way the Hmong have assimilated into and contributed to our American way of life.

NOW THEREFORE, the Yuba County Board of Supervisors hereby recognizes the month of August 2017 as Hmong History Month and reaffirms our commitment to respect and honor these men, women and children who served the United States with loyalty and bravery.

CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

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: August 8 , 2017

NUMBER: 290/2017

Recommendation

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

Background

Yuba County is comprised of numerous communities, each with their own attributes and characteristics. The southern portion of Yuba County includes both long-established historical communities, as well as newer communities that did not exist prior to the year 2000. Plumas Lake is one of Yuba County's newest communities, with the potential to grow significantly over the coming years. As the population of a region increases, at some point it becomes necessary for the Postal Service to establish additional ZIP Codes to facilitate mail delivery.

Changes in ZIP Codes assigned by the U.S. Postal Service are not new to Yuba County. In 2008, USPS created a new ZIP Code for most of the communities south of Marysville, primarily using Highway 70 as the dividing line. This resulted in splitting the community of Linda into two separate ZIP Codes and, as a result, residents in the western portion of Linda were initially required use another community's name for both mailing and return addresses. The issue was eventually resolved by working with the U.S. Board on Geographic Names to establish a "populated place" called West Linda.

Discussion

The issues that arose in 2008 when USPS added a ZIP Code to Yuba County without local input demonstrate the importance of getting out in front of such actions. The rapid population growth in the southern portion of Yuba County will certainly drive the need for the addition of another ZIP Code in the future. With this in mind, the attached resolution seeks to work together with the Postal Service to come up with a plan that proactively establishes a new ZIP Code in such a way that recognizes and protects the unique identities of the communities in the south county region.

In April 2017, 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 and Assemblyman James Gallagher. 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, at the request of Supervisor Bradford.

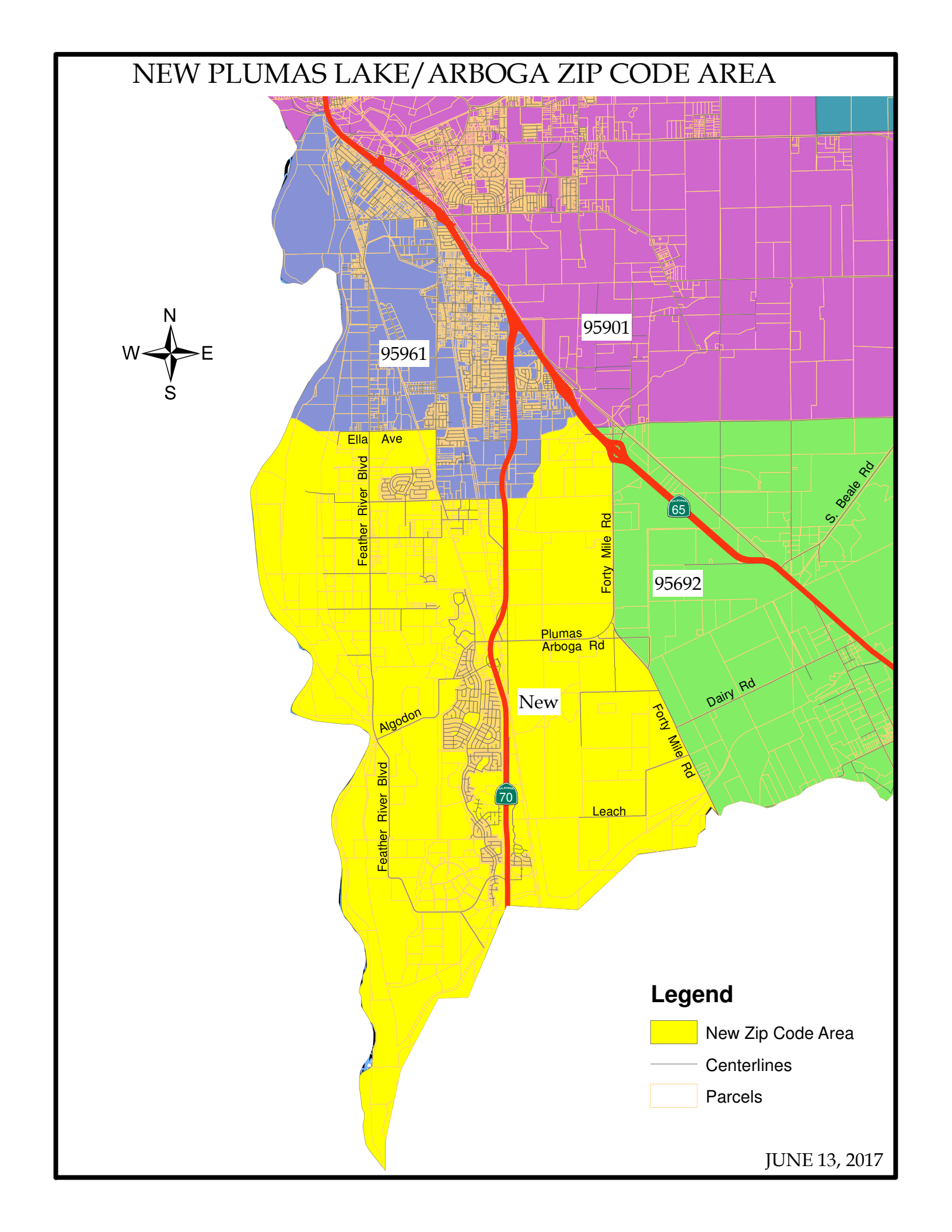
Fiscal Impact:

General Fund Impact - None
Non-General Fund Impact - None
Source of Funds - None

Attachments

290-2017 Resolution_PL_ZIPCode
290-2017PlumasLakeZIPCodeMap

NEW PLUMAS LAKE/ARBOGA ZIP CODE AREA



JUNE 13, 2017

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

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

RESOLUTION NO. _____

WHEREAS, Yuba County is comprised of several communities, each with their own unique characteristics and attributes that deserve to be respected and preserved; and

WHEREAS, most of the county's population can be found from Marysville on south, which include communities that range from historical (Marysville, Linda, Olivehurst, and Arboga) to relatively new (Plumas Lake); and

WHEREAS, in 2008, the United States Postal Service added a ZIP Code to south Yuba County without first consulting county officials or residents, and as a result Linda was divided into two different ZIP Codes, with West Linda assigned to another community; and

WHEREAS, Plumas Lake is one of the newest communities in Yuba County, and ten years ago it was the reason the county's population grew faster than any other California county; and

WHEREAS, a petition was submitted to the U.S. Postal Service regional office in West Sacramento requesting that a unique ZIP code be assigned to the Plumas Lake community; and

WHEREAS, that petition was signed by 636 Plumas Lake residents, and a request letter was also signed by State Senator Jim Nielsen and Assemblyman James Gallagher; and

WHEREAS, an online poll of 814 residents in south Yuba County found that 90 percent support the establishment of a unique ZIP Code; and

WHEREAS, the population of south Yuba County is projected to continue growing and will soon necessitate the addition of another ZIP Code to streamline mail service.

////
////
////
////

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 ABRIL
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

_____

The County of Yuba

Administrative Services

TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Approve the Memorandums of Understanding between the Yuba County Sheriff's Department and the Yuba County Airport and authorize the Director of Administrative Services to execute the Agreement

DATE: August 8, 2017

NUMBER: 338/2017

Recommendation

It is recommended the Board approve the Memorandums of Understanding between the Yuba County Sheriff's Department and the Yuba County Airport and authorize the Director of Administrative Services to execute the Agreement

Background

The attached is a five year Memorandum of Understanding (MOU) for the use of the property at the Yuba County Airport. The current MOU expired on June 30, 2017. The Airport has been working with the Department over the past several years to bring the annual payment for use of the property up to market rate. This is a compliance requirement of the Federal Aviation Administration (FAA) that non-aviation uses on the airport property must be leased at market rate. The current MOU is at a rate of $.0215 per square foot per month. The current market rate for non-aviation uses is $.045 per square foot per month, and the aviation commercial rate is $.075 per square foot per month.

Discussion

The Yuba County Sheriff's Department currently uses approximately 105,000 square feet of unreleased airport property for use by the shooting range and Miller Day Hall, and 57,500 square feet of unreleased airport property for use by Animal Care Services. These areas will be used for commercial airport operations in the future as the needs arise and should the Sheriff choose to move at some future date.

The attached MOU brings the rate up to the current noncommercial aviation rate spread over a five year period starting with an increase of $.025 per square foot/month. This increases the annual rate to $45,000 for the first year for the range and the Hall and $14,375 for the first year for Animal Care. This agreement includes language to terminate the MOU early if the Sheriff relocates.
Per Counsel, the approval of this action requires a 4/5's vote

Committee Action:

This item was not presented to the Public Facilities due to the routine nature of the item; and as it's a renewal of an existing agreement.

Fiscal Impact:

The costs associated with this agenda item are related to the Sheriff's Department annual budget and have been previously reviewed and approved by the CAO's Office and the Department.

Attachments

338-2017 MOU between Sheriff and Airport for Animal Care
338-2017 MOU between Sheriff and Airport for Miller Day Hall

MEMORANDUM OF UNDERSTANDING
BETWEEN YUBA COUNTY SHERIFF DEPARTMENT
AND COUNTY OF YUBA AIRPORT

1. PURPOSE OF AGREEMENT

This Memorandum of Understanding (hereinafter "Agreement") constitutes a lease of certain real property located at the Yuba County Airport between the Yuba County Sheriff's Department (the "Sheriff") and the Yuba County Airport (the "Airport").

Pursuant to the provisions of Section 25536, Government Code, the Airport is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code. In accepting the lease of property, the Tenant agrees to comply with the terms and conditions of this Agreement.

2. LEASED PROPERTY

The Airport hereby sets over, leases and demises to Tenant, and Lessee hereby hires from Airport, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

> Beginning at the centerline intersection of Yuba County Airport Runways 32-14 and 05-23, from which the southeast corner of Lot 15, Block 6, Farmland Colony No. 1 as recorded in Volume 1 of Maps at page 23, Yuba County Official Records, bears south 18 29' 10" east, 5279.52 feet; thence, south 23 14' 40" east, 4185.75 feet; thence, north 66 45' 20" east, 750.00 feet to the true point of beginning; thence, north 66 45' 20" east, 379.36 feet; thence, south 01 26' 20" west, 220.23 feet; thence, north 88 33' 40" west, 316.29 feet; thence, north 23 14' 40" west, 68.29 feet to its true point of beginning. Containing 1.10 acres more or less.

Attached to this Lease and marked Exhibit A is a plot map showing the general location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

3. TERM

The term of this Agreement shall commence on the 1st day of July 2017, (the "Effective Date"), and terminate on the 30th day of June 2022 (the "Termination Date"), unless earlier terminated under the provisions of this Agreement.

4. **CONSIDERATION**

Sheriff hereby agrees to pay as rent for said Premises according to the following schedule:

A. $14,375 per year or $.025 per square foot per month beginning on the Effective Date and continuing for months 1 through 12 following the Effective Date;

B. $17,250 per year or $.030 per square foot per month for months 13 through 24 following the Effective Date;

C. $20,125 per year or $.035 per square foot per month for months 25 through 36 following the Effective Date;

D. $23,000 per year or $.040 per square foot per month for months 37 through 48 following the Effective Date;

E. $25,875 per year or $.045 per square foot per month for months 49 through 60 following the Effective Date.

5. **USE**

A. Except as otherwise specifically limited herein, the leased premises shall be used by Tenant only for the purpose of conducting therein and thereon the storage, maintenance, and care of animals controlled by Lessee and for no other purpose. Portion of the leased premises designated as Parking Area shall be used only for automobile parking of the public, Lessee s employees, agents, and invitees, provided the use thereof for the foregoing purposes is subject to the reservations, easements and restrictions hereinafter set forth.

B. Except for Airport's obligations specifically set for in this Agreement, Tenant shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use.

1) Sheriff shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (I) will increase the premiums (unless Sheriff pays such increase) or cause cancellation of any insurance on the building. (Ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Airport, or (v) may be a nuisance or menace to other tenants or users of the airport, provided, if Sheriff is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 9 in order to comply with the covenants of this (other than payment of increased premiums), Sheriff may terminate this Agreement upon written notice thereof given to Airport within thirty (30) days of such prohibited use.

2) Sheriff agrees to pay for any additional premiums on Airport's fire and liability insurance policies charged by reason of Sheriff's use of or operations on the leased premises.

3) No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Airport.

6. OTHER CHARGES AND FEES

Sheriff shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or properly at any time situated therein and thereon. Sheriff may, however, at their sole expense and cost, contest any tax, fee, or assessment.

7. COMPLIANCE WITH RULES AND REGULATIONS

Sheriff shall comply with all federal, state, and local laws, ordinances, rules and regulations which may apply to the conduct of the use contemplated, including, rules and regulations promulgated by Airport, and Sheriff shall keep in effect and post in a prominent place all necessary and/or required licenses or permits, and shall indemnify Airport for any damages caused by any violation thereof by Sheriff.

8. MAINTENANCE AND REPAIR

Sheriff shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Sheriff's negligence excepted.

9. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Sheriff shall make no alterations, additions, or improvements in or to the leased premises without Airport's prior written consent.

A. All of the Sheriff's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Sheriff, and upon expiration or termination of this Agreement does not become the property of Airport. Sheriff must remove Sheriff's buildings, cement floors, personal property, and trade fixtures upon expiration or termination of this Agreement, provided any damage to Airport property resulting from such removal shall be repaired or restored at Sheriff's expense. Any of Sheriff's buildings, personal property, or trade fixtures that are not removed from the leased premises within thirty (30) days after the date of any termination of this Agreement shall thereafter belong to Airport without payment of any consideration therefor.

B. Sheriff shall submit to Airport for approval all detailed plans and specifications for leasehold improvements. Airport agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Sheriff, within thirty (30) calendar days of receipt of the plans and specifications from Sheriff.

C. In the event that Airport requires revisions of the original plans and specifications, Sheriff shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Airport's approval. Airport's approval of plans and specifications shall not be withheld unreasonably.

Upon receiving final Airport approval of the plans and specifications, Sheriff shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Sheriff's receipt of Airport's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

D. This Agreement shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

10. UTILITIES

Sheriff shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Sheriff will furnish its own heat, light, and power for the operation of the demised premises and will save and keep harmless Airport and the demised premises from any lien or charge for the same.

12. TAXES

Under this Agreement, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Sheriff shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Sheriff's right to use Airport.

13. INSURANCE

As the Sheriff is a County Department, the Sheriff agrees to comply and cooperate with the County's Risk Management Department and the County's Insurance Carrier's requirements for insurance coverage of this property.

14. ASSIGNMENT OR SUBLETTING

Sheriff shall not assign in whole or in part by operation of law or otherwise this Agreement or any of the Sheriff's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder without Airport's consent to assignment of this Agreement, and the Airport shall not unreasonably withhold his consent to assignment. Airport retains the right at time of proposed assignment to terminate Agreement and renegotiate a new Agreement with proposed assignees at Airport's option.

15. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

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

16. COMPLETENESS OR INSTRUMENT

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

17. SUPERSEDES PRIOR AGREEMENTS

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

18. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES

To the extent applicable, Sheriff shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

19. NOTICES

Any written notice given hereunder may be delivered in person or by addressing the same as set forth hereinafter and depositing it with postage fees prepaid with the United States Postal Service. Any notice so mailed in the County of Yuba shall be deemed to be delivered on the business day following the mailing of said notice. Notice shall be mailed or delivered at the following addresses:

TO AIRPORT AT:

Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

TO SHERIFF AT:

Yuba County Sheriff
215 5th Street
Marysville, CA 95901

IN WITNESS WHEREOF, the parties have read, understand and agree to the terms and conditions as set forth in this Agreement on the day, month and year noted.

DATED: _____ / _____/ 2017

YUBA COUNTY AIRPORT

By _____
Doug McCoy
Director, Administrative Services

YUBA COUNTY SHERIFF

By _____
Steve Durfor
Sheriff

APPROVED AS TO FORM

_____
County Counsel

EXHIBIT A

LOCATION

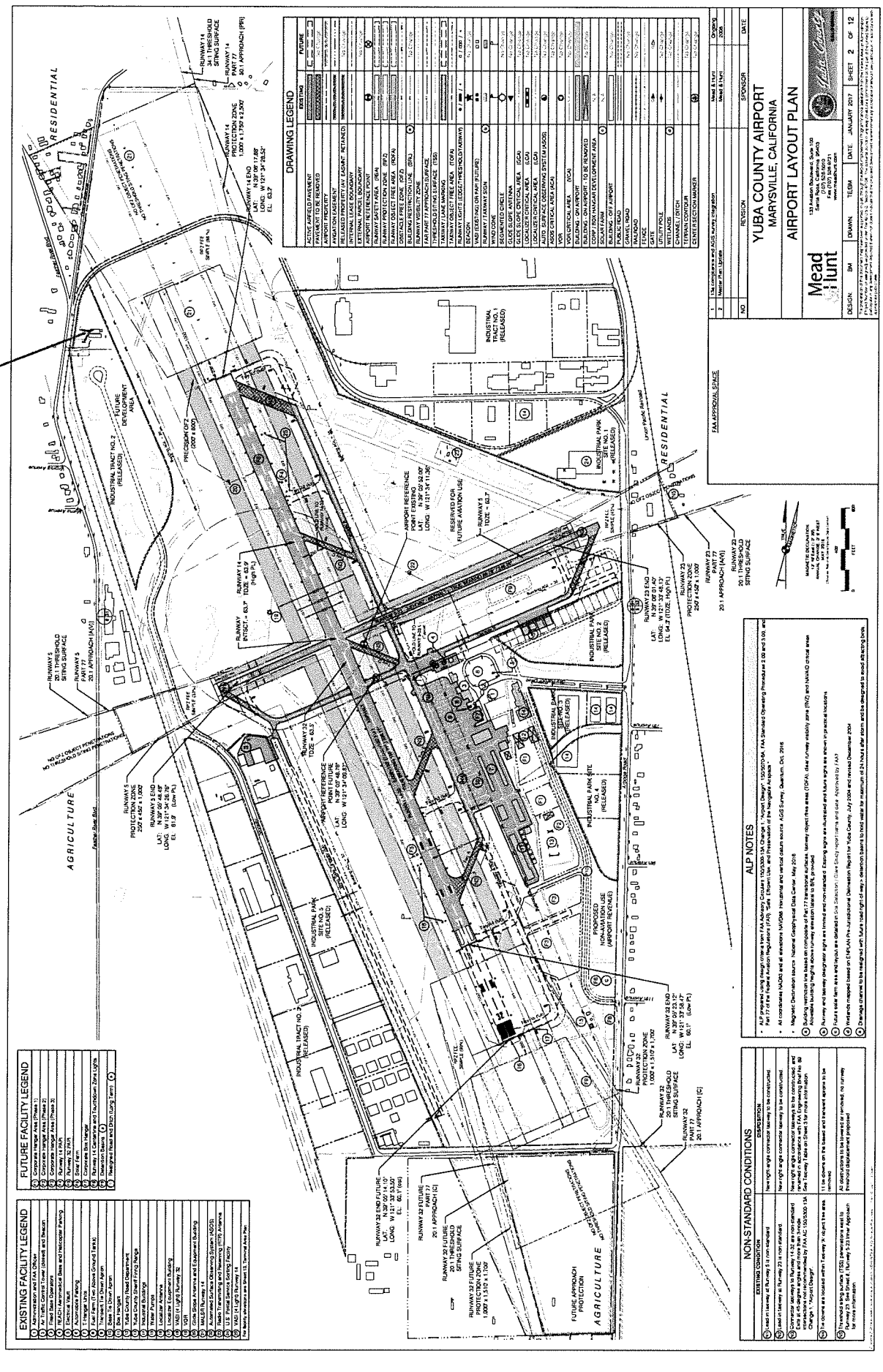


EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN YUBA COUNTY SHERIFF DEPARTMENT
AND COUNTY OF YUBA AIRPORT

1. PURPOSE OF AGREEMENT

This Memorandum of Understanding (hereinafter "Agreement") constitutes a lease of certain real property located at the Yuba County Airport between the Yuba County Sheriff's Department (the "Sheriff") and the Yuba County Airport (the "Airport").

Pursuant to the provisions of Section 25536, Government Code, the Airport is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code. In accepting the lease of property, the Tenant agrees to comply with the terms and conditions of this Agreement.

2. LEASED PROPERTY

The Airport hereby sets over, leases and demises to Sheriff all certain real property situated in the County of Yuba, State of California, and more particularly designated on the plot map attached hereto, incorporated herein by reference, and marked "Exhibit A."

3. TERM

The term of this Agreement shall commence on the 1st day of July 2017, and terminate on the 30th day of June 2022 (the "Termination Date"), unless earlier terminated under the provisions of this Agreement.

Either party may terminate this agreement early, with or without cause, with ninety (90) days written notice to the other party. The Tenant agrees to pay a pro-rated amount of rent through the revised lease termination date.

4. CONSIDERATION

Tenant hereby agrees to pay as rent for said Premises according to the following schedule:

A. $45,000 per year or $.025 per square foot per month beginning on the Effective Date and continuing for months 1 through 12 following the Effective Date;

B. $54,000 per year or $.030 per square foot per month for months 13 through 24 following the Effective Date;

C. $63,000 per year or $.035 per square foot per month for months 25 through 36 following the Effective Date;

D. $72,000 per year or $.040 per square foot per month for months 37 through 48 following the Effective Date;

E. $81,000 per year or $.045 per square foot per month for months 49 through 60 following the Effective Date.

5. **USE**

A. Except as otherwise specifically limited herein, the leased premises designated in Exhibit A as containing approximately 105,000 square feet and designated as "Sheriff's Department Pistol Range" shall be used exclusively for the operation and maintenance of a pistol range and for no other purpose. As a further consideration for the leasing and demising the premises designated in Exhibit A, Airport grants to the Sheriff , deputies, employees, and invitees the exclusive right and privilege to make full use of said pistol range during the term of this Agreement.

B. That portion of the premises designated on Exhibit A as containing approximately 45,000 square feet and designated "Sheriff's Building" or "Miller Day Hall," shall be designated as a clubhouse facility to provide a meeting place, office, storage, and other facilities deemed necessary and desirable in the handling of the affairs of the Sheriff, for the use and benefit of its members, for youth activities, for training of sheriff's deputies, and other law enforcement officers, and for public meetings of public service organizations.

C Except for Airport's obligations specifically set for in this Agreement, Sheriff shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use.

1) Sheriff shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (I) will increase the premiums (unless Sheriff pays such increase) or cause cancellation of any insurance on the building. (Ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Airport, or (v) may be a nuisance or menace to other tenants or users of the airport, provided, if Sheriff is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 9 in order to comply with the covenants of this (other than payment of increased premiums), Sheriff may terminate this Agreement upon written notice thereof given to Airport within thirty (30) days of such prohibited use.

2) Sheriff agrees to pay for any additional premiums on Airport's fire and liability insurance policies charged by reason of Sheriff's use of or operations on the leased premises.

3) No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Airport.

6. OTHER CHARGES AND FEES

Sheriff shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or properly at any time situated therein and thereon. Sheriff may, however, at their sole expense and cost, contest any tax, fee, or assessment.

7. COMPLIANCE WITH RULES AND REGULATIONS

Sheriff shall comply with all federal, state, and local laws, ordinances, rules and regulations which may apply to the conduct of the use contemplated, including, rules and regulations promulgated by Airport, and Sheriff shall keep in effect and post in a prominent place all necessary and/or required licenses or permits, and shall indemnify Airport for any damages caused by any violation thereof by Sheriff.

8. MAINTENANCE AND REPAIR

Sheriff shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Sheriff's negligence excepted.

9. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Sheriff shall make no alterations, additions, or improvements in or to the leased premises without Airport's prior written consent.

A. All of the Sheriff's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Sheriff, and upon expiration or termination of this Agreement does not become the property of Airport. Sheriff must remove Sheriff's buildings, cement floors, personal property, and trade fixtures upon expiration or termination of this Agreement, provided any damage to Airport property resulting from such removal shall be repaired or restored at Sheriff's expense. Any of Sheriff's buildings, personal property, or trade fixtures that are not removed from the leased premises within thirty (30) days after the date of any termination of this Agreement shall thereafter belong to Airport without payment of any consideration therefor.

B. Sheriff shall submit to Airport for approval all detailed plans and specifications for leasehold improvements. Airport agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Sheriff, within thirty (30) calendar days of receipt of the plans and specifications from Sheriff.

C. In the event that Airport requires revisions of the original plans and specifications, Sheriff shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Airport's approval. Airport's approval of plans and specifications shall not be withheld unreasonably.

Upon receiving final Airport approval of the plans and specifications, Sheriff shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Sheriff's receipt of Airport's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

D. This Agreement shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

10. CLEANUP

The Sheriff agrees to participate and support the County's efforts to clean up and abate the lead contamination resulting from the use of the shooting range; and the County's efforts to comply with rules and regulations set forth by CalEPA and CalOSHA.

11. UTILITIES

Sheriff shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Sheriff will furnish its own heat, light, and power for the operation of the demised premises and will save and keep harmless Airport and the demised premises from any lien or charge for the same.

12. TAXES

Under this Agreement, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Sheriff shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Sheriff's right to use Airport.

13. INSURANCE

As the Sheriff is a County Department, the Sheriff agrees to comply and cooperate with the County's Risk Management Department and the County's Insurance Carrier's requirements for insurance coverage of this property.

14. ASSIGNMENT OR SUBLETTING

Sheriff shall not assign in whole or in part by operation of law or otherwise this Agreement or any of the Sheriff's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder without Airport's consent to assignment of this Agreement, and the Airport shall not unreasonably withhold his consent to assignment. Airport retains the right at time of proposed assignment to terminate Agreement and renegotiate a new Agreement with proposed assignees at Airport's option.

15. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

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

16. COMPLETENESS OR INSTRUMENT

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

17. SUPERSEDES PRIOR AGREEMENTS

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

18. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES

To the extent applicable, Sheriff shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

19. **NOTICES**

Any written notice given hereunder may be delivered in person or by addressing the same as set forth hereinafter and depositing it with postage fees prepaid with the United States Postal Service. Any notice so mailed in the County of Yuba shall be deemed to be delivered on the business day following the mailing of said notice. Notice shall be mailed or delivered at the following addresses:

TO AIRPORT AT:

Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

TO SHERIFF AT:

Yuba County Sheriff
215 5th Street
Marysville, CA 95901

IN WITNESS WHEREOF, the parties have read, understand and agree to the terms and conditions as set forth in this Agreement on the day, month and year noted.

DATED: _____ / _____/ 2017

YUBA COUNTY AIRPORT

By _____
Doug McCoy
Director, Administrative Services

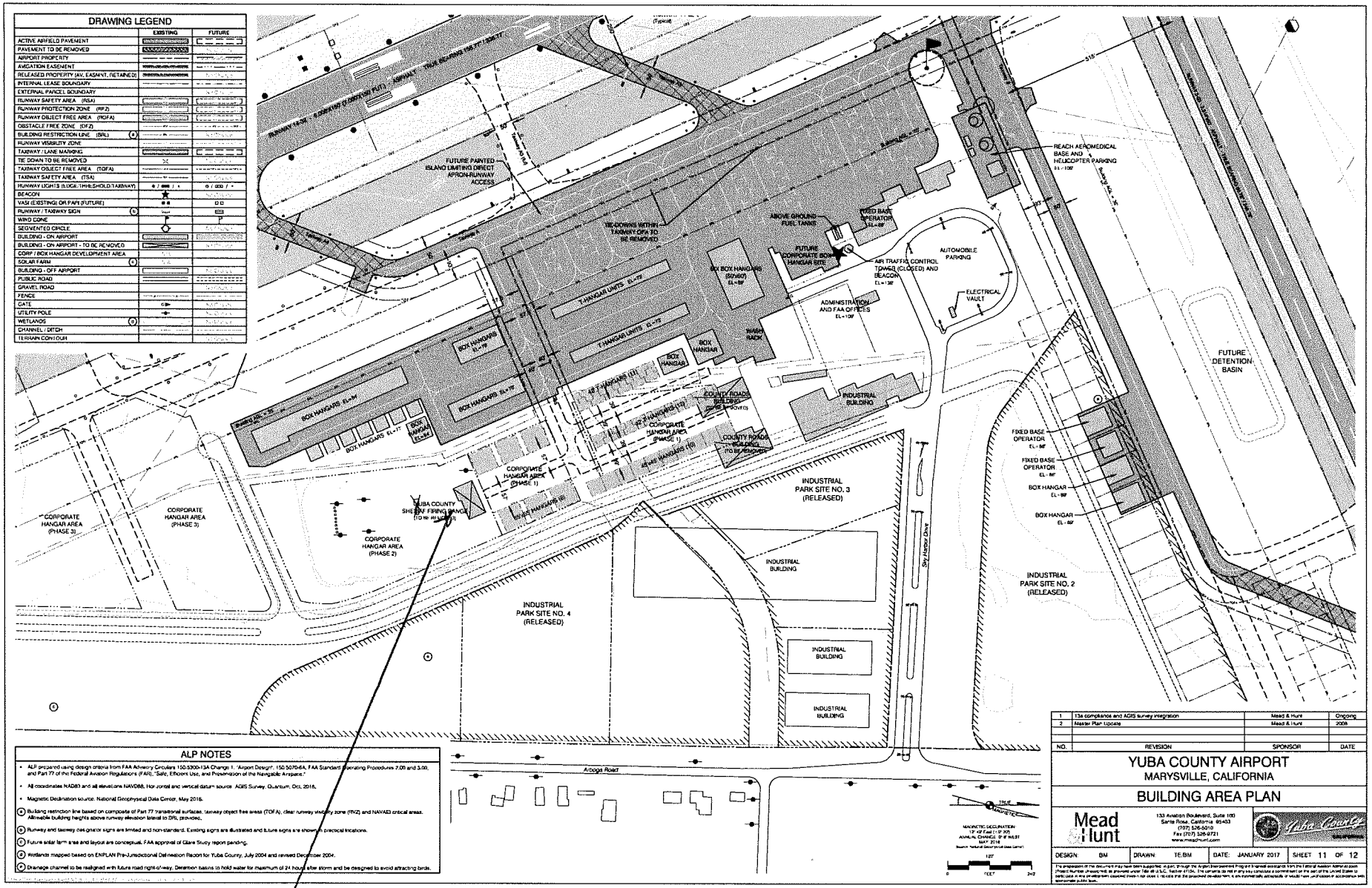
YUBA COUNTY SHERIFF

By _____
Steve Durfor
Sheriff

APPROVED AS TO FORM

_____
County Counsel

EXHIBIT A



ALP NOTES

- ALP prepared using design criteria from FAA Advisory Circulars 150/5300-13A Change 1, "Airport Design", 150/5070-6A, FAA Standard Operating Procedures 7.00 and 3.00, and Part 77 of the Federal Aviation Regulations (FAR), "Safe, Efficient Use, and Preservation of the Navigable Airspace."
- All coordinates NAD83 and all elevations NAVD88. Horizontal and vertical datum source: ADIS Survey, Quantum, Oct, 2016.
- Magnetic Declination source: National Geophysical Data Center, May 2016.

(A) Building restriction line based on composite of Part 77 transitional surfaces, taxiway object free areas (TOFA), clear runway visibility zone (RVZ), and NAVAID critical areas. Allowable building heights above runway elevation lateral to BRL provided.

(B) Runway and taxiway declination signs are limited and non-standard. Existing signs are illustrated and future signs are shown in practical locations.

(C) Future solar farm area and layout are conceptual. FAA approval of Glare Study report pending.

(D) Wetlands mapped based on ENPLAN Pre-Jurisdictional Determination Report for Yuba County, July 2004 and revised December 2004.

(E) Drainage channel to be realigned with future road right-of-way. Detention basins to hold water for maximum of 24 hours after storm and be designed to avoid attracting birds.

NO.	REVISION	SPONSOR	DATE
1	13a compliance and ADIS survey integration	Mead & Hunt	Ongoing
2	Master Plan Update	Mead & Hunt	2008

YUBA COUNTY AIRPORT
MARYSVILLE, CALIFORNIA

BUILDING AREA PLAN

Mead Hunt
133 Aviation Boulevard, Suite 100
Santa Rosa, California 95403
(707) 526-5010
Fax (707) 526-9721
www.meadhunt.com

DESIGN: BM	DRAWN: TE/BM	DATE: JANUARY 2017	SHEET 11 OF 12

The preparation of this document may have been supported, in part, through the Airport Improvement Program funded and administered by the Federal Aviation Administration (Project Number [illegible]) as provided under Title 49 U.S.C. Section 47104. The contents do not in any way constitute a commitment on the part of the United States to participate in any projects described herein nor does it indicate that the proposed development is environmentally acceptable or would meet justification or accordance with appropriate public laws.

SHERIFF LOCATION

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The County of Yuba

Administrative Services

TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Approve the Memorandum of Understanding between the Yuba County Public Works Department and the Yuba County Airport and authorize the Director of Administrative Services to execute the Agreement

DATE: August 8, 2017

NUMBER: 337/2017

Recommendation

It is recommended the Board approve the Memorandum of Understanding between the Yuba County Public Works Department and the Yuba County Airport and authorizes the Director of Administrative Services to execute the Agreement

Background

The attached is a five-year Memorandum of Understanding (MOU) for the use of the property at the Yuba County Airport. The current MOU expired on June 30, 2017. The Airport has been working with the Department over the past several years to bring the annual payment for use of the property up to market rate. This is a compliance requirement of the Federal Aviation Administration (FAA) that non-aviation uses on the airport property must be leased at market rate. The current MOU is at a rate of $.0215 per square foot per month. The current market rate for non-aviation uses is $.045 per square foot per month, and the aviation commercial rate is $.075 per square foot per month.

Discussion

The County Public Works Department currently uses approximately 144,400 square feet of unreleased airport property for use by the Road Department operations and storage requirements. These areas will be used for commercial airport operations in the future as the needs arise and as Public Works relocates to their new space on the west side of the airport property. The attached MOU brings the rate up to the current non-commercial aviation rate spread over a five year period starting with an increase of $.025 per square foot/month. This increases the annual rate from $29,515 to $34,320 for the first year. This

agreement includes language to terminate the MOU early if the relocation of Public Works occurs before the termination date.

Per Counsel, the approval of this action requires a 4/5's vote

Committee Action:

This item was not presented to the Public Facilities due to the routine nature of the item; and as it's a renewal of an existing agreement.

Fiscal Impact:

The costs associated with this agenda item are related Public Works / Road Department budget and have been previously reviewed and approved by the CAO's Office and the Department.

Attachments

337-2017 MOU between Public Works and Yuba County Airport

MEMORANDUM OF UNDERSTANDING
BETWEEN YUBA COUNTY PUBLIC WORKS DEPARTMENT
AND COUNTY OF YUBA AIRPORT

1. PURPOSE OF AGREEMENT

This Memorandum of Understanding (hereinafter "Agreement") constitutes a lease of certain real property located at the Yuba County Airport between the Yuba County Public Works Department (the "Tenant") and the Yuba County Airport (the "Airport").

Pursuant to the provisions of Section 25536, Government Code, the Airport is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code. In accepting the lease of property, the Tenant agrees to comply with the terms and conditions of this Agreement.

2. LEASED PROPERTY

The Airport hereby sets over, leases and demises to Tenant all certain real property situated in the County of Yuba, State of California, and more particularly designated on the plot map attached hereto, incorporated herein by reference, and marked "Exhibit A."

3. TERM

The term of this Agreement shall commence on the 1st day of July 2017, and terminate on the 30th day of June 2022 (the "Termination Date"), unless earlier terminated under the provisions of this Agreement.

Either party may terminate this agreement early, with or without cause, with ninety (90) days written notice to the other party. The Tenant agrees to pay a pro-rated amount of rent through the revised lease termination date.

4. CONSIDERATION

Tenant hereby agrees to pay as rent for said Premises according to the following schedule:

A. $34,320 per year or $.025 per square foot per month beginning on the Effective Date and continuing for months 1 through 12 following the Effective Date;

B. $41,184 per year or $.030 per square foot per month for months 13 through 24 following the Effective Date;

C. $48,048 per year or $.035 per square foot per month for months 25 through 36 following the Effective Date;

D. $54,912 per year or $.040 per square foot per month for months 37 through 48 following the Effective Date;

E. $61,776 per year or $.045 per square foot per month for months 49 through 60 following the Effective Date.

5. **USE**

A. Except as otherwise specifically limited herein, the leased premises shall be used by Tenant only for the purpose of conducting therein and thereon the storage, maintenance, and repair of County-owned equipment and vehicles for the operations of the County Road Department, a division of the County Public Works Department, and for no other purpose.

B. Except for Airport's obligations specifically set for in this Agreement, Tenant shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use.

1) Tenant shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (I) will increase the premiums (unless Tenant pays such increase) or cause cancellation of any insurance on the building. (Ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Airport, or (v) may be a nuisance or menace to other tenants or users of the airport, provided, if Tenant is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 9 in order to comply with the covenants of this (other than payment of increased premiums), Tenant may terminate this Agreement upon written notice thereof given to Airport within thirty (30) days of such prohibited use.

2) Tenant agrees to pay for any additional premiums on Airport's fire and liability insurance policies charged by reason of Tenant's use of or operations on the leased premises.

3) No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Airport.

6. OTHER CHARGES AND FEES

Tenant shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or properly at any time situated therein and thereon. Tenant may, however, at their sole expense and cost, contest any tax, fee, or assessment.

7. COMPLIANCE WITH RULES AND REGULATIONS

Tenant shall comply with all federal, state, and local laws, ordinances, rules and regulations which may apply to the conduct of the use contemplated, including, rules and regulations promulgated by Airport, and Tenant shall keep in effect and post in a prominent place all necessary and/or required licenses or permits, and shall indemnify Airport for any damages caused by any violation thereof by Tenant.

8. MAINTENANCE AND REPAIR

Tenant shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Tenant's negligence excepted.

9. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Tenant shall make no alterations, additions, or improvements in or to the leased premises without Airport's prior written consent.

A. All of the Tenant's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Tenant, and upon expiration or termination of this Agreement does not become the property of Airport. Tenant must remove Tenant's buildings, cement floors, personal property, and trade fixtures upon expiration or termination of this Agreement, provided any damage to Airport property resulting from such removal shall be repaired or restored at Tenant's expense. Any of Tenant's buildings, personal property, or trade fixtures that are not removed from the leased premises within thirty (30) days after the date of any termination of this Agreement shall thereafter belong to Airport without payment of any consideration therefor.

B. Tenant shall submit to Airport for approval all detailed plans and specifications for leasehold improvements. Airport agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Tenant, within thirty (30) calendar days of receipt of the plans and specifications from Tenant.

C. In the event that Airport requires revisions of the original plans and specifications, Tenant shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Airport's approval. Airport's approval of plans and specifications shall not be withheld unreasonably.

Upon receiving final Airport approval of the plans and specifications, Tenant shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Tenant's receipt of Airport's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

D. This Agreement shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

10. CLEANUP

The Tenant agrees to participate and support the County's efforts to clean up and abate the lead or other contamination resulting from the use of the area by the Tenant's activities; and the County's efforts to comply with rules and regulations set forth by CalEPA and CalOSHA.

11. UTILITIES

Tenant shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Tenant will furnish its own heat, light, and power for the operation of the demised premises and will save and keep harmless Airport and the demised premises from any lien or charge for the same.

12. TAXES

Under this Agreement, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Tenant shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Tenant's right to use Airport.

13. INSURANCE

As the Tenant is a County Department, the Tenant agrees to comply and cooperate with the County's Risk Management Department and the County's Insurance Carrier's requirements for insurance coverage of this property.

14. ASSIGNMENT OR SUBLETTING

Tenant shall not assign in whole or in part by operation of law or otherwise this Agreement or any of the Tenant's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder without Airport's consent to assignment of this Agreement, and the Airport shall not unreasonably withhold his consent to assignment. Airport retains the right at time of proposed assignment to terminate Agreement and renegotiate a new Agreement with proposed assignees at Airport's option.

15. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

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

16. COMPLETENESS OR INSTRUMENT

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

17. SUPERSEDES PRIOR AGREEMENTS

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

18. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES

To the extent applicable, Tenant shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

19. **NOTICES**

Any written notice given hereunder may be delivered in person or by addressing the same as set forth hereinafter and depositing it with postage fees prepaid with the United States Postal Service. Any notice so mailed in the County of Yuba shall be deemed to be delivered on the business day following the mailing of said notice. Notice shall be mailed or delivered at the following addresses:

TO AIRPORT AT:

Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

TO TENANT AT:

Yuba County Public Works Dept.
915 8th Street
Marysville, CA 95901

Dept. was sent Signed

IN WITNESS WHEREOF, the parties have read, understand and agree to the terms and conditions as set forth in this Agreement on the day, month and year noted.

DATED: _____ / _____/ 2017

YUBA COUNTY AIRPORT

By _____
Doug McCoy
Director, Administrative Services

YUBA COUNTY PUBLIC WORKS

By _____
Mike Lee
Director, Public Works

APPROVED AS TO FORM

_____
County Counsel

EXHIBIT A

FACILITIES LOCATION

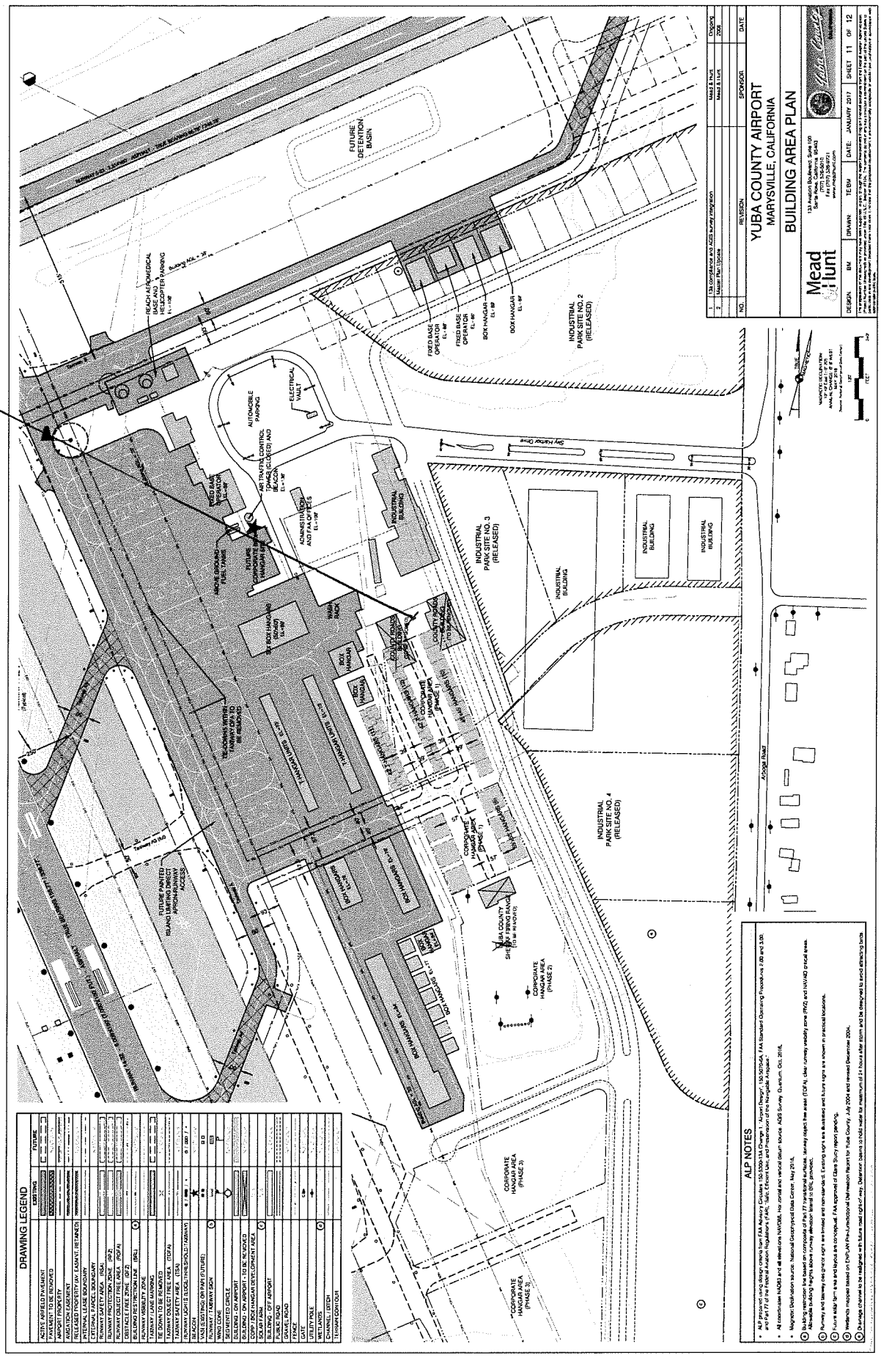


EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The County of Yuba

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director

SUBJECT: Adopt the attached Resolution approving a Joint Exercise of Powers Agreement between the County of Yuba and the City of Wheatland creating the South Yuba Transportation Improvement Authority and designating two members of the Board to serve as the County designated Directors

DATE: August 8, 2017

NUMBER: 301/2017

Recommendation

Adopt the attached Resolution approving a Joint Exercise of Powers Agreement between the County of Yuba and the City of Wheatland creating the South Yuba Transportation Improvement Authority and designating two members of the Board to serve as the County designated Directors

Background /Discussion

In both the County's and City of Wheatland's General Plans there is planned growth in both additional housing as well as additional businesses. This planned growth will generate additional vehicle traffic and both General Plans identify the need to expand roads to accommodate the additional vehicle trips. While there are numerous roads identified for expansion in the respective General Plans, there are a few key projects that are of a magnitude of both importance as well as sheer scale that they are necessary to the successful growth in both the County and the City. The County and the City recognize this as well as recognize that there are benefits to both entities working jointly to implement these key projects.

Specifically, the key projects being contemplated are three projects that will more than likely be physically connected to one another and address traffic flow through the Highway 65 corridor and connectivity between Highways 65 and 70. They are the Wheatland Bypass, South Beale Road Interchange, and a connector road (to be named) between South Beale Road at Highway 65 and Plumas Lake Blvd at Highway 70.

County and City staff have developed a proposed Joint Exercise of Powers Agreement (JPA) that would be the proposed mechanism for the two entities to work together on the shared projects. The form of the proposed JPA mirrors that of the JPA the County entered into with Reclamation District 784 to form the Three Rivers Levee Improvement Authority (TRLIA). The one exception to the form being that TRLIA has a five member Board of Directors and the proposed JPA for the County and Wheatland has four members, two from each entity. The proposed JPA is entitled the South Yuba Transportation Improvement Authority.

Committee Action:

This item was discussed and recommended for approval at the special joint meeting held by the Board of Supervisors and Wheatland City Council on July 18, 2017

Fiscal Impact:

It is envisioned that existing County and City staff will support the initial efforts of the JPA (this is similar to how TRLIA began as well). If funds are needed to initiate first steps the JPA takes on projects such as route studies or financing plans, development impact fees previously collected may be utilized. Addressing the overall financing of the projects will be the responsibility of the JPA.

Attachments

301/2017 Resolution approving JPA
301/2017 JPA SYTIA

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION APPROVING A JOINT EXERCISE OF POWERS AGREEMENT CREATING THE SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY AND DESIGNATING TWO MEMBERS OF THE BOARD TO SERVE AS THE COUNTY DESIGNATED DIRECTORS OF THE AUTHORITY	)	**RESOLUTION NO. _____**

WHEREAS, the Yuba County (County) General Plan as well as the City of Wheatland's (City) General Plan anticipate substantial growth in population within the City's limits as well as within the unincorporated areas in the southern portion of the County in the future; and

WHEREAS, as anticipated in both General Plans, the increase in population will result in additional vehicle traffic that will necessitate the expansion of existing roadways as well as the addition of entirely new roadways; and

WHEREAS, some of these potential expansions and additional roadways will be needed to accommodate the additional vehicle traffic within both the incorporated and unincorporated areas of Yuba County; and

WHEREAS, where there is overlap in roadway improvements that are necessary to accommodate population growth or other public interest, it is beneficial to both the County and the City to work jointly on the needed projects; and

WHEREAS, when working jointly on projects of shared interest, it is in the best interest of the entities involved to enter into an agreement of joint exercise of powers, formed under Articles 1-4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and

WHEREAS, attached as Exhibit A to this Resolution is a Joint Exercise of Powers Agreement (JPA) by and between the County of Yuba and City of Wheatland creating the South Yuba Transportation Improvement Authority; and

WHEREAS, the purpose of the South Yuba Transportation Improvement Authority will be to address needed shared roadway infrastructure to accommodate population growth projected to occur in the City and County pursuant to their respective adopted General Plans; and

WHEREAS, through the JPA, acting jointly may result in road projects being more cost-effective for both the County and the City.

WHEREAS, pursuant to the JPA, the South Yuba Transportation Improvement Authority is administered by a Board of Directors comprised of two members of the Yuba County Board of Supervisors and two members of the Wheatland City Council. Each member jurisdiction shall designate the members that will serve as the Directors of the Authority being created by the Agreement

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 County of Yuba to enter into the attached Joint Exercise of Powers Agreement with the City of Wheatland creating the South Yuba Transportation Improvement Authority; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba, hereby designate County Board of Supervisors _____ and _____ to serve as the initial County-designated Directors of the South Yuba Transportation Improvement Authority, with such initial designation to run until there is any subsequent resolution or other written evidence of action by the Board of Supervisors designating successors.

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

Courtney C. Ah

JOINT EXERCISE OF POWERS AGREEMENT

by and between the

COUNTY OF YUBA

and

CITY OF WHEATLAND

creating the

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 1.01. Definitions 1

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose 2
Section 2.02. Creation of Authority. 3
Section 2.03. Board of Directors 3
Section 2.04. Meetings of the Board 4
Section 2.05. Actions Taken 4
Section 2.06. Voting 4
Section 2.07. Quorum; Required Votes; Approvals 4
Section 2.08. Bylaws 4
Section 2.09. Compensation of Directors 4

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairperson, Executive Director and Secretary 4
Section 3.02. Treasurer and Auditor 5
Section 3.03. Officers in Charge of Records, Funds and Accounts 5
Section 3.04. Bonding Persons Having Access to Authority Records 5
Section 3.05. Legal Advisor 5
Section 3.06. Other Employees 5
Section 3.07. Privileges and Immunities 5
Section 3.08. Assistant Officers 6
Section 3.09. Compensation of Officers 6

ARTICLE IV

POWERS

Section 4.01. General Powers 6
Section 4.02. Power to Issue Bonds 6
Section 4.03. Specific Powers 6
Section 4.04. Restrictions on Exercise of Powers 7
Section 4.05. Obligations of Authority 7
Section 4.06. Non-Liability for Obligations, Activities or Operation of the Authority 7
Section 4.07. Indemnification of Members 8

ARTICLE V

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 5.01. Voluntary Contributions 8
Section 5.02. Accounts and Reports 8
Section 5.03. Funds 8
Section 5.04. Annual Budget and Administrative Expenses 8

ARTICLE VI

TERM

Section 6.01. Term 9
Section 6.02. Disposition of Assets 9

ARTICLE VII

ASSOCIATE MEMBERSHIP AGREEMENTS

Section 7.01. Power to Enter Into Associate Membership Agreements 9

Section 7.02. Contents of Associate Membership Agreements 9
Section 7.03. Approval of Associate Membership Agreements 9

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices 10
Section 8.02. Section Headings 10
Section 8.03. Consent 10
Section 8.04. Law Governing 10
Section 8.05. Amendments 10
Section 8.06. Enforcement by Authority 10
Section 8.07. Severability 10
Section 8.08. Successors 10

SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement (the "Agreement") is entered into as of _____ _____ by and between the County of Yuba, a political subdivision of the State of California (the "County"), and City of Wheatland, a political subdivision of the State of California (the "City").

RECITALS:

WHEREAS, the County and the City wish to form an agency under the Act for the purpose of creating an entity which can assist in providing improvements to the transportation system located in the southern portion of the County including within the limits of the City, and for other purposes which are authorized under the Act and this Agreement; and

WHEREAS, agencies formed under Articles 1-4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Act") are permitted to provide financing for any of their members or other local public agencies in the State of California in connection with the acquisition, construction, improvement and maintenance of public capital improvements, working capital requirements or insurance programs of such members or other local agencies.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the County and the City 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 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 of the State of California.

"Agreement" means this Joint Exercise of Powers Agreement, as originally entered into or as amended from time to time.

"Associate Member" means a Public Agency which is a party to an Associate Membership Agreement entered into by the Authority and such Public Agency pursuant to Article VII hereof.

"Associate Membership Agreement" means an agreement between the Authority and an Associate Member as described in Article VII hereof.

"Auditor" means the Auditor of the Authority appointed pursuant to Section 3.02.

"Authority" means the South Yuba Transportation Improvement Authority established pursuant to Section 2.02 of this Agreement.

"Board" means the Board of Directors of the Authority referred to in Section 2.03.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now in effect or hereafter amended, Article 2 of the

Act (commencing with Section 6540), as now in effect or hereafter amended, or any other law available for use by the Authority in the authorization and issuance of bonds to provide for the financing of Obligations, Working Capital Requirements, Public Improvements and/or liability or insurance needs of any Public Agency.

"Bond Purchase Agreement" means an agreement between the Authority and the County the District or any Public Agency, pursuant to which the Authority agrees to purchase Obligations from the County the District or such Public Agency, as the case may be.

"Bonds" means bonds, notes or other obligations of the Authority issued pursuant to the Bond Law or pursuant to any other provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

"City" means the City of Wheatland, California.

"County" means the County of Yuba, California.

"Directors" means the persons appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year.

"Members" means the County and the City.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Agency" means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the County and the City.

"Public Improvements" means (a) any road, bridge, interchange, intersection, traffic signal, associated drainage improvements, and related works and facilities that are within the powers common to the Members to acquire, construct or install, as applicable; and (b) any other improvement in furtherance of the purposes of the Authority and within the scope of the term "Public Capital Improvements" in Section 6585(g) of the Bond Law.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

"Working Capital Requirements" means the requirements of any Public Agency for funds to be used by, or on behalf of, such Public Agency for any purpose for which such Public Agency may borrow money pursuant to Section 53852 of the Government Code of the State of California.

ARTICLE II
GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the County and the City, and for other purposes as permitted under the Act, the Bond Law and as agreed by the parties hereto. The primary purpose of this Agreement is to form an entity to consider, evaluate, construct, and make associated decisions regarding proposed transportation improvements located in the southern portion of the County and within the limits of the City and more

specifically to address the needed alternate route to Highway 65 (commonly referred to as the Wheatland Bypass), as well as a new freeway interchange in the vicinity of South Beale Road and a new connector road between South Beale at Highway 65 and Plumas Lake Blvd at Highway 70. The Authority may undertake any activities necessary or desirable to achieve its primary purpose including but not limited to (a) the power to study, plan for, design, develop, acquire, and construct and repair improvements, (b) the acquisition and holding of title to land, by eminent domain proceedings or otherwise, as necessary for transportation system improvements; and (c) the provision of financing for improvements, maintenance of improvements, and related activities, including financing by means of the creation of one or more community facilities districts, assessment districts or other financing districts, the entering into of lease and/or installment sale obligations, the issuance of revenue or other notes, bond or evidence of indebtedness, and the imposition of appropriate impact or other fee obligations. The Authority may conduct activities alone, or in cooperation with any Member, any Associate Member, the State of California or any agency or political subdivision thereof, the United States or any department or agency thereof, or other entities. It is not contemplated that the Authority will in any way perform periodic maintenance activities which the City, the County, other governmental or non-governmental entities are obligated to do or which otherwise in the past have been done by them.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "South Yuba Transportation Improvement Authority." The Authority shall be a public entity separate and apart from the County, the City, any Associate Member and any other Public Agency, and the Authority shall administer this Agreement.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of Directors consisting of four (4) Directors, unless and until such number is changed by amendment of this Agreement. The Board shall be called the "Board of Directors of the South Yuba Transportation Improvement Authority." All voting power of the Authority shall reside in the Board.

The Directors of the Authority shall be comprised of (a) two members of the Yuba County Board of Supervisors, and (b) two members of the Wheatland City Council. The Board of Supervisors of the County shall from time to time designate the members of the Board of Supervisors, including an alternate, who shall act as Directors and the City Council shall from time to time designate the members of its Governing Board, including an alternate, who shall act as Directors.

The County shall file with the City and the Secretary of the Authority the resolution or resolutions of the County Board of Supervisors designating the members of the Board of Supervisors of the County who will serve as the initial County-designated Directors of the Authority, and any resolution or other written evidence of action by the Board of Supervisors designating successors to such initial or any future County designated Director. The County agrees to promptly designate a successor to any County-designated Director. The County agrees to promptly designate a successor to any County-designated Director if any such person ceases to be a member of the Board of Supervisors of the County.

The City shall file with the County and the Secretary of the Authority the resolution or resolutions of the City designating the members of the Governing Board of the District who will serve as the initial City-designated Directors of the Authority, and any resolution designating successors to such initial and any future City-designated Director. The City agrees to promptly designate a successor to any City-designated Director if any such person ceases to be a member of the Governing Board of the City.

Section 2.04. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the County and the City.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (being Section 54950 et. seq. of the Government Code of the State of California).

Section 2.05. Actions Taken. The Secretary shall cause to be kept records, consistent with County policy, of all actions taken by the Board at all meetings of the Board and shall, as soon as possible after each meeting, make such records available for inspection by each Director and the Members.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Three or more Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings and as the Board may deem necessary or advisable for the purposes hereof.

Section 2.09. Compensation of Directors. The Board shall determine the compensation, if any, to be paid for the services of the Directors.

ARTICLE III
OFFICERS AND EMPLOYEES

Section 3.01. Chairperson, Executive Director and Secretary. The County Administrator and the Clerk of the Board of Supervisors of the County are hereby designated as the Executive Director and Secretary, respectively, of the Authority. The Board shall select a Chairperson from among its members who shall serve as Chairperson until such person is no longer a member of the Board or a new Chairperson is appointed by the Board. The officers shall perform the duties normal to said offices. The Chairperson or the Executive Director (or any other person authorized by resolution of the Board) shall sign contracts on behalf of the Authority, and the Chairperson shall perform such other duties as may be imposed by the Board. The Executive Director shall administer the day-to-day affairs of the Authority and shall execute the policies and directives of the Board. The Secretary shall attest all contracts signed by the Chairperson or the Executive Director on behalf of the Authority (unless otherwise specified by resolution of the Board), perform such other duties as may be imposed by the Board and cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

Notwithstanding the foregoing, the Board, in its discretion, may at any time determine to employ someone other than the person serving as County Administrator to be the Executive

Director of the Authority, and any person so employed shall be the Executive Director of the Authority rather than the County Administrator. Any such person so employed shall serve at the pleasure of the Board, and the terms of employment shall be subject to approval by the Board. Upon termination or resignation of any person serving as Executive Director, until another person is employed by the Board to serve in that capacity, the County Administrator shall serve as the Executive Director of the Authority.

Section 3.02. Treasurer and Auditor. Pursuant to Section 6505.5 of the Act, the County Treasurer is hereby designated as the Treasurer of the Authority and the County Auditor is hereby designated as the Auditor of the Authority. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations of the treasurer set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Auditor shall have the duties and obligations of the auditor set forth in Sections 6505 and 6505.6 of the Act, including the obligation to make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority, which audit may be combined with any audit of the accounts and records of the County, the District and/or any other Public Agency.

The Auditor is hereby authorized and directed to prepare or cause to be prepared such audits and reports as required pursuant to Section 6505 of the Act.

Section 3.03. 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 Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Bonding Persons Having Access to Authority Records. From time to time, the Board may designate persons, in addition to the Executive Director, the Secretary, the Treasurer and the Auditor, having charge of, handling or having access to any records, funds or accounts or any Public Improvement of the Authority, and the respective amounts of the official bonds of the Executive Director, the Secretary, the Treasurer, Auditor and such other persons pursuant to Section 6505.1 of the Act.

Section 3.05. Legal Advisor. The Board shall employ an attorney or firm of attorneys to act as the legal advisor to the Authority, and such attorney or firm of attorneys shall perform such duties as may be prescribed by the Board. The Board may also employ other attorneys or firms of attorneys to advise the Board as to specialized areas of law. All such attorneys or firms of attorneys shall serve at the pleasure of the Board, and the terms of employment shall be subject to approval by the Board.

Section 3.06. Other Employees. The Board shall have the power by resolution to appoint and retain such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

Section 3.07. Privileges and Immunities. 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 Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. The provisions of Section 6513 of the Act are hereby incorporated into this Agreement by reference.

None of the officers, agents, or employees of the Authority shall be deemed, by reason of their employment by the Authority to be employed by the County or the City or, by reason of their employment by the Authority, to be subject to any of the requirements of the County or the City.

Section 3.08. Assistant Officers. The Board may by resolution appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director), and may by resolution provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

Section 3.09. Compensation of Officers. The Board shall determine the compensation, if any, to be paid for the services of (a) the Executive Director, the Secretary, and any other officers (other than the Treasurer and the Auditor), assistant officers or other employees of the Authority; and (b) counsel to the Authority and any other agent or consultants appointed and retained by the Authority. Pursuant to Section 6505.5 of the Act, the Board of Supervisors shall determine charges, if any, to be made against the Authority for the services of the Treasurer and the Auditor.

ARTICLE IV
POWERS

Section 4.01. General Powers. The Authority shall exercise the powers granted to it under the Act, including but not limited to the powers set forth in the Bond Law and the powers of each of the Members as may be necessary to the accomplishment of the purposes of this Agreement specified in Section 2.01, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the County, the City, any Associate Member, and any other Public Agency.

Section 4.02. Power to Issue Bonds. The Authority shall have all of the powers provided in the Act and in the Bond Law, including the power to issue Bonds thereunder.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers in furtherance of the purposes of the Authority set forth in Section 2.01, 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 acquire and/or construct any Public Improvement, including the common power of the County, the City, and any Associate Member to acquire any Public Improvement by the power of eminent domain or any other lawful means;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations; (including but not limited to lease and installment sale obligations) provided, however, that no such Bond, debt, liability or obligation shall constitute a debt, liability or obligation of the County, the City, any Associate Member, or any other Public Agency;

(f) to apply for, accept, receive and disburse grants, loans and other assistance from any agency of the United States of America or of the State of California, or from any other public or private entity;

(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;

(h) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements and any other agreements, assignments and documents of any nature whatsoever as may be necessary or convenient in the exercise of its powers hereunder or under the Act;

(k) to purchase Obligations of or to make loans to any Member, any Associate Member or any other Public Agency for the purposes hereof, or to refinance indebtedness incurred by any Member, any Associate Member or any other Public Agency in connection with any of the purposes hereof;

(l) to establish and incur indebtedness for community facilities districts under the Mello-Roos Community Facilities Act of 1982, as amended, and to establish assessment districts under the Improvement Act of 1911, as amended, the Municipal Improvement Act of 1913, as amended, or any other statute permitting the establishment of a financing district, and to incur indebtedness of any such district under the Improvement Bond Act of 1915 or any other assessment financing law;

(m) to establish, impose and collect such fees (including, but not limited to, development impact and other similar fees) as may be necessary or appropriate to carry out the purposes of the Authority and to provide for the administration of the Authority;

(n) to exercise any and all other powers as may be provided in the Act or in the Bond Law; and

(o) to acquire and hold title to real property.

Section 4.04. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the County and City in the exercise of similar powers. Both the City and County reserve all of their respective land use powers and the Authority shall not impinge in any way upon the land use powers of either the City or the County.

Section 4.05. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the County, the City, any Associate Member, or any other Public Agency.

Section 4.06. Non-Liability for Obligations, Activities or Operation of the Authority. No Member, Associate Member, Director, officer, agent, consultant to or employee of the Authority shall be individually or personally liable for the payment of any obligation of the Authority or be subject to any personal liability or accountability by reason of any obligation of the Authority; but nothing herein contained shall relieve any such Member, Associate Member, Director, officer, agent, consultant or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Authority. No Member, Associate Member, Director, officer, agent, consultant or employee of

the Authority shall be liable for any activity or undertaking of the Authority, except as provided in Section 895.2 of the California Government Code (which Section shall in no event impose any liability upon the Members or any Associate Member for any claim of inverse condemnation or similar liability that may arise from the activities of the Authority).

Without in any way limiting the provisions of the preceding paragraph, no Member or Associate Member of the Authority shall have any responsibility or liability whatsoever for any expenses, bills, contracts, undertakings, agreements or any other obligations whatsoever of the Authority.

Section 4.07. Indemnification of Members. The Authority shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Members for and against any claim, action, liability, penalty or other imposition whatsoever imposed upon such Member by reason of (a) the activities of the Authority, or (b) such Member being a party to this Agreement.

ARTICLE V
CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 5.01. Voluntary Contributions. The Members may in the appropriate circumstance: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as determined by the Board and the applicable Member, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 5.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee or fiscal agent chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any fiscal agent agreement or trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a fiscal agent, trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. Within 180 days after the close of each Fiscal Year an annual report of all financial activities for such Fiscal Year shall be presented to the Members. The trustee or fiscal agent appointed under any indenture, trust agreement or fiscal agent agreement related to Bonds of the Authority shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said indenture, trust agreement or fiscal agent agreement. Said trustee or fiscal agent may be given such duties in said indenture, trust agreement or fiscal agent agreement as may be desirable to carry out this Agreement.

Section 5.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee or fiscal agent to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 5.04. Annual Budget and Administrative Expenses. The Board may adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, on or about July 1st of each year. The estimated annual administrative expenses of the Authority shall be allocated in such budget by the Authority to the Members in such proportion as the Board shall determine.

ARTICLE VI
TERM

Section 6.01. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement and the Authority shall thereafter continue in full force and effect for at least forty (40) years (unless earlier terminated by unanimous vote of the Members), but in any event so long as either (a) any Bonds remaining outstanding or any material contracts to which the Authority is a party remain in effect, or (b) the Authority shall own any interest in any Public Improvements or land.

Section 6.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be conveyed as determined by the Board at the time of such termination.

ARTICLE VII
ASSOCIATE MEMBERSHIP AGREEMENTS

Section 7.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any Public Agency located in California, or with the State of California or any agency or instrumentality thereof, upon the approval thereof by the Board.

Section 7.02. Contents of Associate Membership Agreements. Each Associate Membership Agreement shall:

(a) State that the prospective Associate Member is an associate member of the Authority;

(b) Specify that the purpose of the Associate Membership Agreement is to facilitate the financing or refinancing of public improvements located within the jurisdiction of the applicable Associate Member;

(c) Restrict the powers of the prospective Associate Member with respect to the Authority to those enumerated in this Article VII;

(d) Specify that the prospective Associate Member shall not have the power to vote on any action to be taken by the Authority and no officer, councilmember, board member or employee of the Associate Member shall become an officer of the Authority or a Director; and

(e) Specify the fees, if any, to be charged the prospective Associate Member for its participation in financings of the Authority.

Section 7.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a prospective Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors, including but not limited to the financial viability of the project within the jurisdiction of the Associate Member proposed to be served by the public improvements to be financed.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the address of each party hereto as set forth below, or as otherwise provided by a party hereto in writing to each of the other parties hereto:

If to the County:	County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901 Attention: County Administrator
If to the City:	City of Wheatland 111 C Street PO Box 395 Wheatland, CA 95692 Attention: City Manager

Section 8.02. Section Headings. All 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 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. 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 of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year set opposite the respective names of each of the parties.

COUNTY OF YUBA

Date: _____, 2017

By: _____
Chair of the
Board of Supervisors

ATTEST:

By: _____
Clerk of the
Board of Supervisors

APPROVED AS TO FORM
COURTNEY ABRIL
COUNTY COUNSEL

By: Courtney C Abril

CITY OF WHEATLAND

Date: _____, 2017

By: _____
Mayor

ATTEST:

By: _____
Secretary

The County of Yuba

County Counsel

TO: Board of Supervisors

FROM: County Counsel, Courtney Abril
County Administrator: Robert Bendorf

SUBJECT: County Counsel: Adopt resolution of the Board of Supervisors declaring its intent to appoint itself to be the Board of Trustees of Smartsville Cemetery District; Schedule a public hearing for September 12, 2017 at 9:00 a.m. on whether the Board of Supervisors should govern the District; Authorize and direct the Clerk of the Board to publish notice in accordance with Health and Safety Code 9026(c).

DATE: August 8, 2017

NUMBER: 353/2017

Recommendation

1. Board of Supervisors adopt resolution of Board of Supervisors declaring its intent to appoint itself to be the board of trustees of the Smartsville Cemetery District.
2. Schedule a public hearing for September 12, 2017 at 9:00 a.m. on whether the Board of Supervisors should govern the District; and
3. Authorize and direct the Clerk of the Board to publish notice in accordance with Health and Safety Code 9026(c).

Background

The Smartsville Cemetery District is comprised of three directors appointed by the Board of Supervisors to a four-year term. In order to be appointed, the person has to be an elector within the Cemetery District. All three positions are currently vacant and have been so for an extended period of time. There are no potential candidates on the horizon for these positions, despite outreach by the District Supervisor and the Clerk of the Board.

In order to continue to conduct the business of the District, which includes conducting and regulating burials, making and enforcing rules and regulations for all purposes deemed necessary by the cemetery authority, disposition of plots and keeping plots in order, and setting and regulating fees, the Smartsville Cemetery District needs a Board of Trustees. With a lack of available candidates and the

need for operational and administrative oversight, it is appropriate for the Board of Supervisors to appoint itself to become the Board of Trustees for the Smartsville Cemetery District.

Staff is working to develop options and recommendations for the Board to consider at a future meeting, including, but not limited to:

- Coordinating the completion of a financial audit
- Coordinating an operational assessment audit
- Consulting with experienced Special District legal counsel and LAFCO to determine potential next steps to recommend to the Board of Supervisors

Committee Action:

Due to time constraints, this item was not heard at Committee. Since this item is subject to a noticed public hearing, the process needs to commence on this as soon as possible, as there are currently no members on the Board of Trustees for the Smartsville Cemetery District.

Fiscal Impact:

Unknown at this time.

Attachments

353/2017 Smartsville Cemetery Resolution of Intent

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE:	)	
	)	**RESOLUTION NO. _____**
RESOLUTION OF BOARD OF	)	
SUPERVISORS DECLARING ITS	)	
INTENT TO APPOINT ITSELF	)	
TO BE THE BOARD OF TRUSTEES	)	
OF THE SMARTSVILLE	)	
CEMETERY DISTRICT	)	
	)	

WHEREAS, the Smartsville Cemetery District "District" was formed on July 22nd, 1968, for the purpose of Conduct and regulate burials, make and enforce rules and regulations for all purposes deemed necessary by the cemetery authority, disposition of plots and keeping plots in order, and setting and regulating fees; and

WHEREAS, the Board of Trustees is appointed by the Board of Supervisors to carry out the policy making functions of the District; and

WHEREAS, Health and Safety Code section 9026(b) provides that the Board of Supervisors, in a regular meeting, may adopt a resolution declaring its intent to appoint itself as the Board of Trustees of the District; and

WHEREAS, the current Board of Trustees is completely vacant and the vacancies have been very difficult to fill; and

WHEREAS, conditions and circumstances have arisen demonstrating the appropriateness of the Board of Supervisors governing the operations of the District; and

////

////

////

///

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba intends to conduct a public hearing on the question whether the Board of Supervisors should govern the District at 9:00 a.m. on September 12, 2017, or as soon thereafter as this matter may be heard, at the Board of Supervisors' Chambers, located at Yuba County Government Center, Board Chambers, 915 Eighth Street, Marysville, California 95901.

BE IT FURTHER RESOLVED, that pursuant to Health and Safety Code Section 9026(c), the Clerk of the Board is directed to publish a notice pursuant to Government Code Section 6061 in at least one newspaper of general circulation within the jurisdiction of the District at least ten (10) days before the date of the hearing and to mail notice at least ten (10) days before the hearing to the District and any other person who has filed a written request for notice with the Clerk of the Board.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

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
YUBA COUNTY COUNSEL

Courtney C Abril

The County of Yuba

Clerk of the Board of Supervisors

TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Public Hearing - Hold public hearing and approve Local Agency Formation Commission of Yuba County Conflict of Interest Code

DATE: August 22, 2017

NUMBER: 348/2017

Recommendation

Hold public hearing and approve Local Area Formation Commission (LAFCO) Conflict of Interest Code.

Background and Discussion:

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary and submit for your approval. Subject code has been received and reviewed by Counsel for legal sufficiency and is submitted for your approval.

An agency code is not valid until approval of the code reviewing body, which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action:

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact: There is no fiscal impact.

Attachments

348-2017 LAFCO COI

RECEIVED
JUL 25 2017
Clerk/Board of Supervisors

Resolution 2017-0005
of the
Local Agency Formation Commission
Of
Yuba County, California

Resolution of Local Agency Formation Commission of Yuba County
Amending the Yuba LAFCO Conflict of Interest Code

WHEREAS, amendments to the Political Reform Act, Government Code Sections 81000, *et seq.*, have in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest Codes adopted and promulgated pursuant to its provisions; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, title 2 California Code of Regulations, section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the FPPC pursuant to the Administrative Procedure Act, Government Code Section 11370, *et seq.*; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments to it in Conflict of Interest Codes saves Yuba LAFCO time and money by minimizing the actions required to keep the Code in conformity with the Political Reform Act.

NOW THEREFORE, THE YUBA LAFCO DOES RESOLVE AS FOLLOWS:

1. All previously adopted resolutions approving various separate conflict of interest codes are hereby rescinded and superseded.

2. The terms of title 2 California Code of Regulations, Section 18730, as it may be amended from time to time by the Fair Political Practices Commission, along with the attached appendix "A" in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for Yuba LAFCO.

3. Designated officials and employees shall file statements of economic interests with the Executive Officer, who will make the statements available for public inspection and reproduction.

4. In completing statements of economic interest, all designated officials and employees must disclose all investments and business positions in business entities

within Yuba LAFCO's jurisdiction, sources of income from entities within Yuba LAFCO's jurisdiction, and interests in real property located within Yuba LAFCO's jurisdiction.

5. The Yuba LAFCO policy regarding reports filed after deadlines set by the Political Reform Act of 1974, Government Code section 81000, et seq., is to impose the maximum fine allowed by the law.

PASSED AND ADOPTED at a regular meeting of the Yuba Local Agency Formation Commission, State of California, on the 7th day of June 2017 by the following vote:

AYES: Commissioners Atwal, Lofton and Vasquez

NOES: None

ABSTAINS: None

ABSENT: Commissioners Samayoa and West

RICK WEST, CHAIR
YUBA LOCAL AGENCY
FORMATION COMMISSION

ATTEST:

JOHN BENOIT
Executive Officer

APPROVED AS TO FORM:

David J. Ruderman
Counsel

APPENDIX "A"
DESIGNATED OFFICERS AND EMPLOYEES – 2017

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Commissioners	I
Alternate Commissioners	I
Executive Officer	I
General Counsel and Alternate Counsel	I
Consultants*	I

CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

I = All sources of income, interests in real property, and investments and financial interests in business entities located or doing business in Yuba County by filing an Original Form 700 filed with the Yuba LAFCO's Executive Officer.

RECEIVED
JUL 13 2017
Clerk/Board of Supervisors
333-2017

CALIFORNIA Water Boards

Edmund G. Brown Jr., Governor
Matthew Rodriquez, Secretary for Environmental Protection

Central Valley Regional Water Quality Control Board

NOTICE OF PUBLIC OUTREACH MEETING
Concerning the development of an amendment to the Water Quality Control Plan
for the Sacramento River and San Joaquin River Basins
addressing the Clear Lake Nutrient Control Program

Staff of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), will hold a public outreach meeting to discuss the need and options for development of an amendment to the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins (Basin Plan). The Central Valley Water Board is the lead state agency charged with the protection of water quality in the Central Valley. The Central Valley Water Board goes through a formal public process to amend its Basin Plan.

BACKGROUND

The Central Valley Water Board is considering amending the compliance date of 19 June 2017 for the total maximum daily load (TMDL) load and waste load allocations required by the Basin Plan's Clear Lake Nutrient Control Program to reduce phosphorus contributions to Clear Lake. The Clear Lake Nutrient Control Program was adopted in 2007 and implements the Clear Lake Nutrient TMDL to decrease the incidence of nuisance algal blooms in Clear Lake.

The Nutrient Control Program was based in part on modeling studies that predicted that a 40% reduction in average phosphorus loading will significantly reduce the incidence of algae blooms. A 40% reduction would equal an annual allowable loading of approximately 87,100 kg. TMDL waste load allocations for NPDES-permitted point source discharges to the lake are 2,000 kg phosphorus/yr for Lake County Stormwater Permittees and 100 kg/yr for California Department of Transportation (Caltrans). The load allocation for nonpoint source discharges is 85,000 kg/yr average annual load. Parties responsible for nonpoint discharges include the U.S. Bureau of Land Management, the U.S. Forest Service, Lake County and irrigated agriculture.

In September 2012, five years after TMDL adoption, the Clear Lake Nutrient Control Program was evaluated to determine if the TMDL was still appropriate based on new information. The Central Valley Water Board determined that the TMDL was still appropriate and phosphorus reductions should continue.

The Basin Plan states compliance with load and waste load allocations for phosphorus in Clear Lake is required by 19 June 2017. Many implementation activities have been completed and are in progress (see attached table). However, available information indicates it is not possible to attain all allocations by the compliance date primarily due to delays in acquiring funding to complete the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project (Restoration Project). Approximately half of the properties needed for the Restoration Project have been acquired to date. Completion of the Restoration Project will restore a historical wetland where approximately 50% of the runoff from the Clear Lake watershed enters Clear Lake. The Restoration Project is expected to accomplish the majority of the Clear Lake's nutrient load reduction goal.

As a result, Central Valley Water Board staff will evaluate the need and options for amending portions of the Nutrient Control Program including the compliance date (19 June 2017).

EVALUATION SCOPE

Staff will consider several preliminary amendment alternatives, including:

- Extending the compliance date by 10 years for allocations not yet met.
- Extending the compliance date by 20 years for allocations not yet met.
- Developing milestones to track progress should the compliance date be extended.
- No action (do not amend the compliance date).

Other approaches may be considered as stakeholders and interested parties provide information during the public participation process.

PURPOSE OF PUBLIC OUTREACH MEETING

The purpose of the public outreach meeting is to provide a forum for public input on the potential development of an amendment to the compliance date for the Nutrient Control Program. Public input will assist the Central Valley Water Board in determining what environmental information responsible and trustee agencies, as well as other interested parties, may require to analyze the potential environmental impacts of potential changes to the compliance date.

Public input is helpful to the Central Valley Water Board in identifying the range of actions, alternatives, mitigation measures, and potentially significant environmental effects to be analyzed prior to the decision making process. The public participation process has been found to be an effective way to bring together and resolve the concerns of affected federal, State, and local agencies, the proponent of the actions, and other interested persons including those who might not be in accord with the proposed actions on environmental grounds. The meeting will be conducted by Central Valley Water Board staff, but a quorum of Central Valley Water Board members may be present at the meeting; however, no action will be taken by the Central Valley Water Board at the public outreach meeting.

The public outreach meeting will allow interested parties to provide comments on the potential environmental impacts from development and implementation of an amendment to the Basin Plan to amend the Basin Plan's Clear Lake Nutrient Control Program compliance date. Central Valley Water Board staff will present an overview of the program's regulatory performance to date and discuss several preliminary alternatives for an amendment that are being considered.

Questions to consider during the public outreach meeting include:

- Can the TMDL load and waste load allocations be met within 10 years (by June 2027) or 20 years (by June 2037)? Is there justification to consider other reasonable time frames to achieve compliance with the allocations? Are there any feasible alternatives to revising the compliance date? What are the reasonably foreseeable options for complying with each alternative?

- Is there information in addition to that associated with compliance with the current Nutrient Control Program that the Board should consider in making their decision?

- What are the potential environmental impacts of revising the compliance date, or of any alternatives? How might those impacts be mitigated?

- Are there specific milestones to measure progress that should be incorporated in any compliance date extension?
- Is there other information the Board Members should be aware of as they consider any proposed Basin Plan amendment to adjust the compliance date?

MEETING DATE AND LOCATION

Date: August 28, 2017

Time: 1:00 pm

Place: Lakeport City Hall
225 Park Street
Lakeport, CA 95453

The meeting facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Holly Grover at (916) 464-4747 at least five working days prior to the meeting. Individuals requiring language translation services are requested to contact Holly Grover at (916) 464-4747 at least 14 days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

WHO SHOULD ATTEND

Public and private land owners, county officials in charge of land use and storm water management, federal, state and local regulators and water management officials, Tribal representatives, environmental groups, and other groups or individuals interested in nutrient reduction efforts for the Clear Lake watershed. If unable to attend in person, public comments regarding this Basin Plan amendment process or content can be forwarded to Central Valley Water Board staff prior to the meeting via regular mail or via e-mail to Holly Grover at holly.grover@waterboards.ca.gov.

CONTACT INFORMATION

If you have further questions, need to access background documents, or wish to make a presentation at the workshop, please contact Holly Grover at (916) 464-4747 or send an e-mail to holly.grover@waterboards.ca.gov.

Please bring the above information to the attention of anyone you know who could be interested in this matter.

Original signed by
Adam Laputz, Assistant Executive Officer

7/05/2017
Date

Attachment: Summary of Clear Lake Watershed Implementation Projects and Programs

Summary of Clear Lake Watershed Implementation Projects and Programs

Agency	Project/Program	Status
California Department of Transportation	Clear Lake Nutrient Data Collection Project	Complete
California Department of Transportation	2015 Caltrans Statewide Stormwater Management Plan	Complete and under implementation
California Department of Transportation	State Routes 20 and 29 - Repair and Improve 26 culverts, down-drains, drainage inlets and outlets	Anticipated Spring 2018
Lake County Watershed Protection District	Middle Creek Flood Damage Reduction and Ecosystem Restoration	Approximately 1/2 of the total properties have been acquired. Lake County pursuing additional funding.
Lake County	Schlinder Creek - reconnection of stream to historical floodplain	Conceptual
Lake County	Molesworth Creek - reconnection of stream to historical floodplain	Conceptual
Lake County	Tule Mitigation and Replanting Bank	Seeking funding
Lake County Stormwater Co-permittees	Lake County Clean Water Program	Under implementation
Lake County and West Lake Resource Conservation District	Clear Lake Integrated Watershed Management Plan	Complete
Lake County and West Lake Resource Conservation District	Kelsey Creek, Middle Creek and Scotts Creek Watershed Assessments	Complete
US Bureau of Land Management	Cow Mountain Recreation Area Implementation Plan	Complete
US Bureau of Land Management	Soil Conservation Plan for OHV trail system within the Cow Mountain OHV Recreation Area	Complete
US Bureau of Land Management	Eight Mile Valley Sediment Reduction and Habitat Enhancement	In process
US Bureau of Land Management	South Cow Mountain - Annual Trail Maintenance	In process
US Bureau of Land Management	Mendo-Lake Road Improvement	Complete
US Forest Service	Fuel Reduction - Mendocino National Forest	In process
US Forest Service	Middle Creek Watershed Road Stormproofing Project	Complete
US Forest Service	Grazing Permits - Best Management Practices	Under implementation
US Forest Service	Soil and Water Conservation Handbook	Complete and under implementation
USDA Natural Resources Conservation Service	Tule Lake Wetland Restoration Project	Complete
Clear Lake Nutrient TMDL Dischargers	Clear Lake Nutrient and Mercury Monitoring and Implementation Plan	Complete and under implementation
Irrigated Agriculture	Irrigated Lands Regulatory Program Waste Discharge Requirements	Complete and under implementation
Irrigated Agriculture	Sacramento Valley Water Quality Coalition - Annual Monitoring Plans	Complete and under implementation

Continued Notifications Regarding the Clear Lake Nutrient TMDL

Mailing List Sign-up Sheet

To receive notifications regarding the Clear Lake Nutrient TMDL, you must sign up for the electronic mailing list or complete the form below.

Persons wishing to subscribe to the electronic mailing list can do so by selecting "Clear Lake Nutrient TMDL" at our website:
http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml

If you wish to receive postal notifications regarding the Clear Lake Nutrient TMDL, please fill out the information in this form and submit the completed form to Holly Grover at the address listed below. You do not need to send in this form if you signed up for electronic notification.

Holly Grover
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670

If you have any questions, you can contact Holly Grover at 916-464-4747 or at holly.grover@waterboards.ca.gov.

Name _____

Affiliation _____

Address _____

Phone Number(s) _____

E-mail _____

333-2017

CALIFORNIA Water Boards

EDMUND G. BROWN JR. GOVERNOR

MATTHEW RODRIQUEZ SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

REVISED – CHANGE OF HEARING DATE AND DEADLINE FOR COMMENTS

NOTICE OF PUBLIC HEARING
Concerning
Amendments to Reformat the Water Quality Control Plan for
the Sacramento River and San Joaquin River Basins and the
Water Quality Control Plan for the Tulare Lake Basin

The Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board or Board) will hold a public hearing to consider adoption of proposed amendments to reformat the Water Quality Control Plan for the Sacramento and San Joaquin River Basins and the Water Quality Control Plan for the Tulare Lake Basin (Basin Plans). These amendments include changing the format to single columns, adding numbering to the headers, and replacing the statewide policies in the appendices with links to the State Water Resources Control Board's website.

The public hearing, to be conducted during the ~~August~~ October 2017 Central Valley Water Board meeting, is scheduled at the time and location noted below:

Date: ~~10 to 11 August 2017~~ 19 to 20 October 2017 (Please contact staff two weeks prior to the meeting for the exact date.)
Time: 8:30 am
Place: ~~Central Valley Water Board office~~ Redding City Hall
~~11020 Sun Center Drive, Suite 200~~ 777 Cypress Avenue
~~Rancho Cordova, CA 95670~~ Redding, CA 96001

After hearing testimony, the Central Valley Water Board may choose to act on the proposal, make revisions to the staff proposal, or may choose to continue or close the hearing and vote on the proposal at a future meeting.

Interested persons may download the draft Staff Report for the proposed Basin Plan amendments in PDF format from the Central Valley Water Board's Internet website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/non-regchanges.shtml

The documents will be available no later than 1 August 2017. Copies of these documents can also be obtained by contacting or visiting the Central Valley Water Board's offices at 11020 Sun Center Drive, Suite 200, Rancho Cordova, California 95670-6114; 1685 E Street, Fresno, California 93706-2007; or 364 Knollcrest Drive, Suite 205, Redding, California 96002 weekdays between 8:00 a.m. and 5:00 p.m. Confirmation of the hearing date and any questions regarding the proposed amendments should be directed to Betty Yee at 916-464-4643 or

betty.yee@waterboards.ca.gov. To continue receiving notifications regarding these amendments, you must subscribe to the "Basin Plan Triennial Review for the Sacramento & San Joaquin River Basins" mailing list through our webpage at: http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml or by sending a written request to Ms. Betty Yee at the above postal or email address.

Written comments must be submitted by ~~17 July 2017~~ **11 September 2017** to Ms. Betty Yee at the above postal or email address. Written comments received after this date will not be accepted. Staff will review comments received and prepare responses and final recommendations for the Board to consider during its August 2017 Board meeting.

At the hearing, staff will summarize written comments and will present a final recommendation for Board consideration. Interested persons will be provided the opportunity to present oral comments to the Central Valley Water Board at the hearing, and are expected to orally summarize their written submittals. All exhibits presented at the hearing, including charts, graphs, and other testimony, must be left with the Board and will become part of the administrative record. Oral testimony will be limited in time by the Board Chair.

The hearing facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Ms. Kiran Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

Please bring the above information to the attention of anyone you know who would be interested in this matter.

ADAM LAPUTZ, Assistant Executive Officer

21 July 2017

342-2017

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
El Cajon

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission

Wildlife Heritage and Conservation
Since 1870

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

RECEIVED
JUL 20 2017
Clerk/Board of Supervisors

July 18, 2017

This is to provide you with a copy of the notice of proposed regulatory action relative to adding Section 197, Title 14, California Code of Regulations, relating to commercial fisheries landing requirements, which will be published in the California Regulatory Notice Register on July 21, 2017.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at http://www.fgc.ca.gov/regulations/2017/index.aspx.

Katie Perry, Environmental Program Manager, Department of Fish and Wildlife, (916) 445-6456, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 1050(b), 8046, 8046.1, and 8047 of the Fish and Game Code and to implement, interpret or make specific Sections 8031, 8032, 8033, 8033.1, 8034, 8035, 8040, 8043, 8045, and 8047 of said Code, proposes to add Section 197, Title 14, California Code of Regulations, and Title 50, Sections 660.113, 660.213 and 660.313, Code of Federal Regulations, relating to Commercial Fisheries Landing Requirements.

Informative Digest/Policy Statement Overview

The purpose of the addition of Section 197, Commercial Fisheries Landing Requirements, is the management of activities associated with commercial fisheries landings and the reporting of these landings. A "landing" is generally characterized as the transfer or offloading of fish from a vessel for the purpose of selling or delivering those fish to a licensed fish receiver. The proposed regulations are necessary to manage this transaction and to clarify the applicable statutes for the participants and law enforcement. To date, there are no regulations guiding this activity. Statutes authorizing commercial fisheries licenses and landing taxes are found in Article 7 and Article 7.5 of Fish and Game Code. Commercial fish receivers are engaged in business for profit and are required to be licensed and to report all landing receipt records on a form furnished by the Department of Fish and Wildlife (Department) pursuant to Fish and Game Code sections 8043 and 8047. In addition, Fish and Game Code subsection 1050(b) authorizes the Fish and Game Commission (Commission) to determine the forms to be used for commercial fisheries entitlements.

The proposed regulations implement a transition from the current paper-based reporting system to electronic forms via a new electronic reporting system for commercial fisheries landings.

Transitioning from paper landing receipts to electronic fish tickets, as the electronic forms are known, is appropriate at this time as advances in computer and Internet technology and the use of electronic devices by many businesses, including the fishing industry, is widespread. It is necessary that the Department update its processes, including proposing regulations to ensure the benefits of switching from paper landing receipts to electronic fish tickets are realized.

The electronic fish tickets will be submitted to the Department through the federal, web-based *E-Tix* system maintained by Pacific States Marine Fisheries Commission (PSMFC). *E-Tix* has been a federal requirement for the individual fishing quota groundfish trawl fishery since its inception in 2011. Oregon has adopted *E-Tix* for all fisheries on a voluntary basis and Washington is working towards this as well. The Department's goal is to phase out the use of paper landing receipts and transition to

electronic fish tickets using the PSMFC *E-Tix* application for data entry. This eliminates the issue of duplicate electronic reporting systems and provides consistency between federal and State agencies.

These regulations will provide for a phase in period of one year for all landing receipts to be submitted electronically via the *E-Tix* system. Phasing in the mandate to use electronic fish tickets is a reasonable approach to implementing a new reporting structure, since there will be a portion of the buyers or receivers that will have an adjustment period which will include a learning curve to learn the electronic program, and provides time for those that do not have access to the Internet or Internet capable devices to obtain access.

PROPOSED REGULATIONS

- Defines specific terms used within the proposed regulations.
- Includes information included on a paper landing receipt, fish transportation receipt and electronic fish ticket.
- Includes information on the transition from paper landing receipts to electronic fish tickets via the web-based application known as *E-Tix*, including the phase-in period until full implementation of electronic reporting. During the phase-in period either paper landing receipts or electronic fish tickets can be used, but not both.
- Includes procedures on fish transportation receipts from the point of landing to the fish receiver who buys the fish and fills out a paper landing receipt or electronic fish ticket.
- Describes the hardware and software requirements to fill out electronic fish tickets, the requirements to ensure Internet accessibility in a sufficient state to completely and effectively submit the electronic fish ticket, as well as what to do in case of a power outage or device failure that could restrict access to the *E-Tix* system.
- Provides details on when the electronic fish ticket should be submitted - specifically within 24 hours of the landing, who should review and verify the information by providing signatures prior to submission, and includes the process for retaining copies of the receipt to verify the signatories.
- Allows fish receivers to request a waiver from electronic reporting when circumstances exist that prevent a fish receiver from reporting landings via *E-Tix* and provides details on how to obtain a waiver from the Department.
- Ensures that submitted electronic fish tickets can be revised after submission in the event that data errors are found on the receipt.

BENEFITS OF THE PROPOSED REGULATIONS

The proposed regulatory action will benefit fishermen, fish receivers, the State's economy, and the environment by maintaining healthy and sustainable commercial

fisheries. Specific benefits include:

1. Time savings and reduced costs to the Department by reducing the amount of time and money spent designing, printing, packaging and mailing landing receipts to the fish businesses.

2. Transition of Department data entry staff to other priority tasks associated with landings data as data entry of paper forms is eliminated.

3. Ease of record storage and maintenance of electronic records by the Department.

4. Built-in checks and validations in electronic fish tickets will result in more accurate fisheries data on which the Department and the Commission can base management decisions.

5. Use of electronic fish tickets will result in more timely submission of fisheries data for both management and law enforcement.

6. Electronic fish tickets will provide for ease of information storage, data manipulation for research, production for legal reasons and information sharing with other fishery management agencies and law enforcement.

7. Availability of landing data and reporting tools for fish receivers.

8. Provides consistency with federal regulations for certain fisheries that also require electronic reporting via the same web-based application.

CONSISTENCY WITH STATE REGULATIONS

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. Commission staff has searched the California Code of Regulations and statutes and has found no other State regulations related to the completion of landing receipt records and no other State agency with authority to promulgate regulations concerning landing receipt records.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the SpringHill Suites by Marriott, 900 El Camino Real, Atascadero, California, on Thursday, October 12, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on September 28, 2017 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on October 6, 2017. All comments must be received no later than October 12, 2017, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

The Initial Statement of Reasons, text of the regulations, as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Sheri Tiemann at the preceding address or phone number. **Katie Perry, Environmental Program Manager, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Perry can be reached at (916) 445-6456 or Katie.Perry@wildlife.ca.gov.** Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at http://www.fgc.ca.gov.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

(a) The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The electronic application can be used on any internet capable device, including personal computer, mobile device, or tablet. Such devices are common tools used to conduct business, so there should be minimal expense to an individual

commercial fisherman who sells fish to persons not licensed as fish receivers and to fish businesses. If a commercial fisherman or fish business needs to maintain and/or upgrade their device or internet connection, that will be their responsibility and they may incur some costs. Internet browsers can be downloaded onto an existing internet-capable device free of charge (e.g., Google Chrome, Mozilla Firefox). The costs of purchasing an internet-capable mobile device (e.g., cell phone) may range from free of charge with commitment to a service contract to several hundred dollars depending on the mobile device and service plan. The cost of a tablet ranges from $50 to $400. The cost of purchasing a computer starts at about $200 for a basic model. The costs of an internet service provider vary depending on whether or not a phone is purchased, but generally runs about $90 per month without any promotions. Offsetting these potential costs are the benefits to fish receivers with improved timeliness of catch data and ability by the Department to manage the fisheries. In addition, eliminating the requirement to complete paper receipts and for some to complete electronic fish tickets for both state and federally managed species at one time is a benefit. Finally, such expenditures are tax deductible business expenses.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Department does not anticipate any impacts on the creation or elimination of jobs, the creation of new businesses or the elimination of existing businesses, or the expansion of businesses in California. The Department does not anticipate any benefits to the health and welfare of California residents or worker safety. The Department anticipates benefits to the environment in the sustainable management of commercial fisheries.

(c) Cost Impacts on a Representative Private Person or Business:

See (a) above.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

The E-Tix is a federal application, and is owned and maintained by PFMSC. Therefore, the expense to the Department for implementation should be nominal. The cost savings by not printing landing receipt books, providing return reply envelopes, and postage would be significant. The average cost to the Department for printing, providing prepaid envelops and return postage averages about $100,000 per year. Additional cost savings would occur for the State due to the cessation of manually entering the fish ticket information into a data management system from the paper receipts.

(e) Nondiscretionary Costs/Savings to Local Agencies: None

(f) Programs mandated on Local Agencies or School Districts: None

(g) Costs Imposed on Any Local Agency or School District that is Required to Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Valerie Termini
Executive Director

Dated:July 11, 2017

342-2017

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
El Cajon

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission

Wildlife Heritage and Conservation
Since 1870

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

RECEIVED
JUL 31 2017
Clerk/Board of Supervisors

Notice of Date Change for Public Hearing on Proposed Regulatory Action

In a notice of proposed regulatory action published in the California Regulatory Notice Register 2017, No. 20-Z, on May 19, 2017, the Fish and Game Commission proposed to add Section 1.95, Title 14, California Code of Regulations, regarding a process to automatically conform State recreational fishing regulations to federal regulations. **The date of the hearing relevant to this action has been changed from Thursday, August 17, 2017, to Wednesday, August 16, 2017, at 8:00 a.m.,** or as soon thereafter as the matter may be heard. The location remains the same at the Resources Building Auditorium, 1416 Ninth Street, Sacramento, CA.

Written comments mailed, delivered, or emailed to the Commission office, must be received before 12:00 noon on August 11, 2017. All comments must be received no later than **August 16**, 2017, at the hearing in Sacramento, California.

For additional information, please refer to the notice published on May 19, 2017, available at http://www.fgc.ca.gov/regulations/2017/#1_95.

FISH AND GAME COMMISSION

Melissa Miller-Henson
Deputy Executive Director

Dated: July 25, 2017

344-2017

DAVID J. CANEPA
SUPERVISOR, FIFTH DISTRICT
COUNTY OF SAN MATEO

RECEIVED
JUL 24 2017
Clerk/Board of Supervisors

RECEIVED BY EACH
BOARD MEMBER

Randy Fletcher
Yuba County Board President
915 8th Street Suite 109
Marysville, CA
95901

Dear Randy,
In late 2013, San Mateo County resident Ikenna Uwakah was killed when he agreed to meet a potential buyer to sell a gaming console he advertised for sale on Craigslist.

It is a tragic episode that led in part to San Mateo County Sheriff Carlos Bolanos recently implementing an "Internet Safe Exchange Zone" at the Maple Street Correctional Center in Redwood City in partnership with my office.

The Sheriff's Office has designated two parking spaces under 24-hour video surveillance in its public parking area as an exchange zone for people who want to buy or sell items through online marketplaces but are worried about their safety. Criminal activity is on the rise with these transactions, which are often made with complete strangers.

It is my hope that every county in California also implement the zones as they are incredibly cost effective. More than 50 percent of Americans now say they prefer to do their shopping online through sites such as Facebook Marketplace and the numbers are even higher for Millennials. Internet Safe Exchange Zones can curtail crime and lead to a safer community.

For further details please contact Bill Silverfarb, my policy director at (650) 363-4572.

In friendship,

David J. Canepa

cc.
County Manager Robert Bendorf
Sheriff Steven L. Durfor

cc: Correspondence 8/8/17

400 County Center, Redwood City, CA 94063
Voice: 650.363.4572 • Fax: 650.701.0564 • Email: DCanepa@smcgov.org

349-2017

State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Wildlife Branch
1812 9th Street
Sacramento, CA 95811
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director

RECEIVED
JUL 25 2017
Clerk/Board of Supervisors

July 24, 2017

SUBJECT: NOTIFICATION OF STATUS REVIEW FOR FOOTHILL YELLOW-LEGGED FROG

To whom it may concern:

The California Department of Fish and Wildlife (Department) has initiated a status review of the Foothill Yellow-legged Frog (*Rana boylii*) pursuant to Fish and Game Code section 2074.6 and is providing this notice pursuant to Fish and Game Code section 2074.4 to solicit data and comments on the petitioned action from interested and affected parties.

The Department has initiated this status review following the Fish and Game Commission's (Commission) decision to accept for consideration the petition to list the species under the California Endangered Species Act (CESA) at its June 21, 2017 meeting. Having provided public notice (Cal. Reg. Notice Reg. 2017, No. 27-Z, pp. 986-987; Fish & G. Code, § 2074.2), the Foothill Yellow-legged Frog is now a candidate species under CESA. As a candidate species, the Foothill Yellow-legged Frog receives the same legal protection afforded to an endangered or threatened species (Fish & G. Code, § 2085).

The Department has 12 months to review the petition, evaluate the available information, and report back to the Commission whether or not the petitioned action is warranted. (Fish & G. Code, § 2074.6.) The Department's recommendation must be based on the best scientific information available to the Department. (Fish & G. Code, § 2074.6.)

Anyone with data or comments on the Foothill Yellow-legged Frog's ecology, genetics, life history, distribution, abundance, habitat, the degree and immediacy of threats to reproduction or survival, adequacy of existing management, and recommendations for management of the species, is hereby requested to provide such data or comments to:

California Department of Fish and Wildlife
Attn: Laura Patterson
1812 9th Street
Sacramento, California 95811
wildlifemgt@wildlife.ca.gov

Please submit two hard copies if submitting by surface mail. If submitting by email, please include "Foothill Yellow-legged Frog" in the subject heading.

Responses and information received by **August 31, 2017,** will be evaluated for incorporation in the Department's final report to the Commission. The Department's written report will indicate, based on the best scientific information available, whether the Department concludes that the petitioned action is warranted or not warranted. Receipt of the report will be placed on the agenda for the next available meeting of the Commission after delivery. The report will be made available to the public at that time. Following receipt of the Department's report, the Commission will allow a 30-day public comment period prior to taking any action on the Department's recommendation.

As a candidate species, the Foothill Yellow-legged Frog receives the same legal protection afforded to an endangered or threatened species under the California Endangered Species Act (Fish & G. Code, § 2085). Research on Foothill Yellow-legged Frog requires appropriate permits issued pursuant to Fish and Game Code Section 2081(a). Detection information on Foothill Yellow-legged Frogs should be sent to the California Natural Diversity Data Base at https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data.

Interested researchers or anyone with questions may contact Laura Patterson at 916-341-6981 or at the email or address above.

The County of Yuba

Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

July 17, 2017

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

LINDA FIRE PROTECTION DISTRICT JUNE 30, 2016

Yours truly,

C. Richard Eberle
Auditor-Controller

CRE/kmd
Electronically Filed Copy

LINDA FIRE PROTECTION DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2016

LINDA FIRE PROTECTION DISTRICT

Table of Contents

FINANCIAL SECTION

Independent Auditor's Report 1

Management's Discussion and Analysis 2

General Purpose Financial Statements

Government-wide Financial Statements:

Statement of Net Position 5

Statement of Activities 6

Fund Financial Statements:

Balance Sheet 7

Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position 8

Statement of Revenues, Expenditures and Changes in Fund Balance-Governmental Funds 9

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities 10

Notes to the Financial Statements 11

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Revenues, Expenditures and Changes in Fund Balances General Fund – Budget and Actual 22

Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios as of Measurement Date 23

Schedule of Plan Contributions 24

Notes to Required Supplementary Information 25

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on and Audit of Financial Statements Performed in Accordance with Government Auditing Standards 26

ST GROUP
Certified Public Accountants

1860 Howe Ave. Ste. 260
Sacramento, CA 95825
Tel. (916)424-6223
Fax (916)424-8559
www.stgroupcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Linda Fire Protection District
Linda, California

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Linda Fire Protection District (the "District"), as of and for the year ended June 30, 2016, 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 an opinion 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 with respect to Linda Fire Protection District's and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the State Controller's Minimum Audit Requirements for California Special Districts. 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 opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Linda Fire Protection District as of June 30, 2016, and the respective changes in its 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, budgetary comparison information and Schedule of Proportionate Share of the Net Pension Liability and Contributions identified in the table of contents 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 May 15, 2017, on our consideration of Linda Fire Protection District's 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 the report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on the 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 Linda Fire Protection District's internal control over financial reporting and compliance.

ST Group P.C.

Sacramento, California
May 15, 2017

Linda Fire Protection District
Linda, California
Management's Discussion and Analysis
For the Year Ended June 30, 2016

May 15, 2017

Citizens of Linda Fire Protection District and
Members of the Board of Directors

This discussion and analysis of the Linda Fire Protection District's (District) financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2016. Please read it in conjunction with accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the District exceeded liabilities and deferred inflows of resources at the close fiscal year 2015-16 by $6,237,452(net position). For governmental activities, ($107,091) is unrestricted, $2,038,403 is restricted and must only be used for specific purposes and $4,306,140 is the net investment in capital assets.

- The District's total net position for the primary government increased by $361,987 over the prior year. Of this amount, net investment in capital assets, decreased $220,740 dollars of which $271,049 is depreciation expense. The District's total long-term liabilities increased by $148,928 primarily as a result of an increase in the District's net pension liability.

- As of June 30, 2016, the District's governmental funds reported combined fund balances of $3,014,368 an increase of $411,033 in comparison with the prior year. Amounts available for spending include restricted, committed, assigned and unassigned fund balances and total of $3,014,368 of ending fund balance. Of this amount, $2,038,403 restricted by law or externally imposed requirements and $829,814 is assigned for specific purposes based on the intent of the Board of Supervisors.

- At the end of the fiscal year, unassigned fund balance for the General Fund, the District's largest fund, was $146,151 or 5% of total General Fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements consist of three sections: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. These sections are described as follows:

Government-wide Financial Statements
The *government-wide financial statements* are comprised of the *Statement of Net Position* and the *Statement of Activities* which provide broad financial information and present a longer-term view of District's finances. These statements are reported using the accrual basis of accounting which is similar to the accounting used by most private sector companies.

The *Statement of Net Position* presents information on all of District's assets and deferred outflows, and liabilities and deferred inflows, with the difference between them reported as net position. The *Statement of Activities* presents the most recent fiscal year changes in District's net position. Revenues and expenses are recognized as soon as the underlying event occurs, regardless of the timing of related cash flows. These two statements report District's net position and changes in them. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial health of District is improving or deteriorating.

Governmental Fund Financial Statements
A fund is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. The governmental fund financial statements are comprised of the *Balance Sheet* and the *Statement of Revenues, Expenditures, and Changes in Fund Balance*, which focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. These statements present a detailed short-term view of District's operations and services. The modified accrual basis of accounting is used to measure cash and all other financial assets that can readily be converted into cash. It helps determine the availability of financial resources that can be spent in the near future to finance District's programs.

District adopts annual appropriated budgets for its general fund (fund 741). Budgetary comparison statements have been provided to demonstrate compliance with each fund's budget.

Notes to the Financial Statements

Financial statement notes are an important part of the basic financial statements and provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 11-21 of this report. In addition to the Basic Financial Statements and accompanying notes, this report also presents certain Required Supplementary Information such as Pension information and Budgets.

Other Information

In addition to the basic financial statements and accompanying notes, the District also presents certain required supplementary information concerning the District's final budget to actual comparison. Required supplementary information can be found starting on page 22. Furthermore, the District presents schedule related to pension plan disclosures on page 23-24 as other supplementary information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS ANALYSIS

Statements of Net Position

As noted earlier, net position may serve over time as a useful indicator of the government's financial position. In the District's case, assets exceeded liabilities by $6,237,452 at the close of fiscal year 2015-16. The schedule below presents a condensed Statement of Net Position as of June 30, 2016.

	Governmental Activities
Current and Other Assets	$ 3,159,573
Capital Assets	4,306,140
Total Assets	7,465,713
Related to Pensions	237,551
Total Deferred Outflows of Resources	237,551
Current Liabilities	273,275
Non-Current Liabilities	1,114,980
Total Liabilities	1,388,256
Related to Pensions	77,556
Total Deferred Outflows of Resources	77,556
Invested in Capital Assets, net	4,306,140
Restricted	2,038,403
Unrestricted	(107,091)
Total net position	$ 6,237,452

The largest portion of the District's net position (69 percent) is invested in fixed assets and (31 percent) is invested in cash and other current assets. At the end of the fiscal year, the District is able to report a positive balance of net position. Governmental net position increased by $361,987.

Statements of Activities
The following schedule shows revenues by major source, expenses by function and Changes in Net Position for the fiscal years ended June 30, 2016.

Statement of Activities
For the Year Ended June 30, 2016

	Governmental Activities
REVENUES	
Taxes	$ 2,177,582
Use of money and property	20,422
Other revenues	982,683
Total Revenues	3,180,687
EXPENDITURES	
Public protection	2,818,700
Total Expenses	2,818,700
Increase (decrease) in net position	361,987
Net position, beginning balance	5,875,465
Net position, ending balance	$ 6,237,452

FINANCIAL ANALYSIS OF THE GOVERNMENTAL FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental funds. Governmental activities are generally accounted for under the General Fund, Special Revenue funds, and Capital Project Fund. Governmental funds provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financial requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use. They represent the portion of the fund balance which has not yet been limited to use for a particular purpose by either an external party, the District itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the District.

As of June 30, 2016 the District's governmental funds reported a combined ending fund balance of $3,014,368 compared to $2,603,335, balance of the previous year.

The General Fund is the chief operating fund of the District. As of June 30, 2016, the General Fund's unreserved undesignated fund has a surplus balance of $146,151 compared to $241,492, balance of the previous year.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

LINDA FIRE PROTECTION DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2016

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 3,151,299
Accounts receivable	1,377
Interest receivable	6,897
Total current assets	3,159,573
Fixed Assets	4,306,140
Total noncurrent assets	4,306,140
TOTAL ASSETS	7,465,713
DEFERRED OUTFLOW OF RESOURCES	
Related to Pensions	237,551
LIABILITIES	
Accounts payable	94,001
Wages payable	51,204
Compensated absences payable	128,070
Current portion of long-term liabilities	0
Total current liabilities	273,275
Noncurrent portion of long-term liabilities	0
Compensated absences noncurrent	41,908
Pension liability, net	1,073,072
Total noncurrent liabilities	1,114,980
TOTAL LIABILITIES	1,388,256
DEFERRED INFLOW OF RESOURCES	
Related to Pensions	77,556
NET POSITION	
Net investment in general fixed assets(net of debt)	4,306,140
Restricted net position	2,038,403
Unrestricted net position	(107,091)
TOTAL NET POSITION	$ 6,237,452

The accompanying notes are an integral part of these financial statements.

LINDA FIRE PROTECTION DISTRICT

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016

Function	Expenses	Charges for Services	Operating Grants and Contributions	Net (Expenses)/Revenue and Changes in Net Net Position
Public Protection	$ 2,818,700	418,727	2,693,604	293,631
Total Government Activities	$ 2,818,700	418,727	2,693,604	293,631

General Revenue:	
Use of the money	20,422
Other revenue	47,934
Change in net position	361,987
Net position, beginning balance	5,875,465
Net position, ending balance	$ 6,237,452

The accompanying notes are an integral part of these financial statements.

LINDA FIRE PROTECTION DISTRICT

BALANCE SHEET - GOVERNMENTAL FUNDS

JUNE 30, 2016

	Major Funds		Non-Major Fund	
ASSETS	**General Fund**	**Special Revenue Fund(s)**	**Capital Improvement**	**Total Governmental**
Cash with fiscal agent - General fund (741)	$ 287,855	0	0	$ 287,855
Cash with fiscal agent - Fire Mit. Fees (739)	0	2,035,292	0	2,035,292
Cash with fiscal agent - Manpower/Empl.Oblig. (738)	0	106,448	0	106,448
Cash with fiscal agent - Capital Imprv. (737)	0	0	721,704	721,704
Total cash and cash equivalents	287,855	2,141,740	721,704	3,151,299
Accounts receivable	1,377	0	0	1,377
Interest receivable	2,124	3,347	1,426	6,897
Total current assets	291,356	2,145,087	723,130	3,159,573
Total assets	291,356	2,145,087	723,130	3,159,573
LIABILITIES				
Accounts payable	94,001	0	0	94,001
Wages payable	51,204	0	0	51,204
Total current liabilities	145,205	0	0	145,205
Total liabilities	145,205	0	0	145,205
FUND BALANCE				
Restricted fund balance	0	2,038,403	0	2,038,403
Committed fund balance	0	0	0	0
Unassigned fund balance	146,151	0	0	146,151
Assigned fund balance	0	106,684	723,130	829,814
Total fund balances	146,151	2,145,087	723,130	3,014,368
Total liabilities and fund balances	$ 291,356	$ 2,145,087	$ 723,130	$ 3,159,573

The accompanying notes are an integral part of these financial statements.

LINDA FIRE PROTECTION DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

JUNE 30, 2016

Amounts reported for governmental activities in the Statement of Net Positon are different from those reported in the Governmental Funds because of the following:

Total fund balance, governmental fund	$	3,014,368
Capital assets used in governmental activities are not financial resources and, therefore are not reported in the governmental funds. The historical cost of the capital assets is $10,085,801 and accumulated depreciation is $5,829,970		4,306,140
Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.		
Deferred outflows of resources relating to pensions		237,551
Deferred inflows of resources relating to pensions		(77,556)
Certain liabilities applicable to governmental activities are not due and payable in the current period and accordingly are not reported as funds liabilities. All liabilities, both current and long-term, are reported in the statement of net position:		
Compensated absences		(169,979)
Net pension liability		(1,073,072)
Bond payable		0
Total net position, governmental activities	$	6,237,452

LINDA FIRE PROTECTION DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GOVERNMENTAL FUNDS

FOR THE YEAR ENDED JUNE 30, 2016

	Major Funds		Non-Major Fund	
REVENUES	**General Fund**	**Special Revenue Fund(s)**	**Capital Improvement**	**Total Governmental**
Taxes and assessments				
Current year secured	$ 1,390,098	$ 0	$ 0	$ 1,390,098
Current year unsecured	61,510	0	0	61,510
Direct assessments	502,166	0	0	502,166
Prior year taxes	547	0	0	547
Sales taxes	223,261	0	0	223,261
Total taxes	2,177,582	0	0	2,177,582
Use of money: interest earned	4,177	11,297	4,948	20,422
Aid from other government agencies				
Fire mitigation fees	0	516,022	0	516,022
Charges for services	418,727	0	0	418,727
Other revenues	47,934	0	0	47,934
Total Revenues	2,648,420	527,319	4,948	3,180,687
EXPENDITURES				
Salaries and payroll taxes	1,239,735	0	0	1,239,735
Retirement	466,611	0	0	466,611
Group insurance	338,211	0	0	338,211
Clothing and personal	15,668	0	0	15,668
Communications	5,236	0	0	5,236
General insurance	101,254	0	0	101,254
Household expense	11,048	0	0	11,048
Maintenance-equipment	53,995	0	0	53,995
Maintenance-structure	4,975	0	0	4,975
Membership	1,235	0	0	1,235
Office expense	1,756	0	0	1,756
Professional services	96,639	0	0	96,639
Publications	870	0	0	870
Shop	720	0	0	720
Special department expense	116,350	0	0	116,350
Transportation	89,575	0	0	89,575
Utilities	43,345	0	0	43,345
Weed abatement	58,306	0	0	58,306
Taxes and assessments	805	0	0	805
Miscellaneous	0	0	0	0
Interest expense	0	3,011	0	3,011
Debt Service	0	70,000	0	70,000
Capital outlay	50,309	0	0	50,309
Total Expenditures	2,696,643	73,011	0	2,769,654
Excess of Revenues over (under) Expenditures	(48,223)	454,308	4,948	411,033
OTHER FINANCING SOURCES (USES)				
Fund Transfers	(39,220)	(60,000)	99,220	0
Fund Transfers inter-fund interest	(7,898)	7,898	0	0
Total Other Financing Sources (uses)	(47,118)	(52,102)	99,220	0
Net Change in Fund Balances	(95,341)	402,206	104,168	411,033
Beginning Fund Balances	241,492	1,742,881	618,962	2,603,335
Ending Fund Balances	$ 146,151	$ 2,145,087	$ 723,130	$ 3,014,368

The accompanying notes are an integral part of these financial statements.

LINDA FIRE PROTECTION DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016

Amounts reported for governmental activities in the Statement of Activities are different because of the following:

Net change in Fund Balance Governmental Fund	$	411,033
Governmental Fund report capital outlays as expenditures. However in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.		
Cost of assets capitalized		50,309
Depreciation expense		(271,049)
Repayment of principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities and has not effect on net position		70,000
Pensions: In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual basis pension costs and actual employer contributions was		135,000
Changes in compensated absences are reported in the Government-wide Statement of Activities, but they do not require the use of current financial resources. Therefore they are not reported as expenditures in governmental funds		(33,306)
Change in Net Position of governmental activities	$	361,987

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Linda Fire Protection District, the "District", was formed on February 14, 1958 pursuant to the California Health and Safety Code. The District is an autonomous special district of the State of California and is governed by a three member Board of Directors. The District provides fire protection services including fire suppression and fire prevention. It also provides emergency medical services and rescue services.

B. Basis of Accounting

The basic financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. The GASB pronouncements are recognized as U.S. Generally Accepted Accounting Principles for state and local governments. The District's significant accounting policies are described below.

Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the District as a whole. These statements include the financial activities of the primary government. District has only governmental activities, which are supported primarily by taxes, intergovernmental revenues, and charges for services.

The government-wide statements are prepared using the economic resources measurement focus. This is the same approach used in the preparation of the proprietary fund financial statements, but differs from the manner in which governmental fund financial statements are prepared. Therefore, reconciliations, containing brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds, are included.

The government-wide statement of net position records all of the District's assets and liabilities including capital assets, long-term liabilities, deferred inflows and deferred outflows.

The government-wide statement of activities presents a comparison between total expenses and program revenues for each function or program of the District's governmental activities. Total expenses are those that are associated with or allocated to a service, program, or department and are therefore identifiable to a particular function. Program revenues include charges paid by the recipients of goods or services offered by a program, as well as grants and contributions that are restricted to meeting the operational requirements of a particular program. Revenues which are not classified as program revenues are presented as general revenues of the District.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. 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. For this purpose, the District considers all revenues, except property taxes, to be available if they are collected within 30 days of the end of the current fiscal period. Charges for services, intergovernmental revenues and investment earnings associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Payable balances consist primarily of payables to vendors.

The accounts of The District are organized on the basis of funds. A fund is a separate accounting unit with a self-balancing set of accounts. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures. The District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent. The District's funds are as follows:

Major Funds -- The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required or designated by the Board of Directors to be accounted for in another fund.

Fund Financial Statements (continued)
The Special Revenue Funds -- Funds are used to account for the proceeds of grants and fire mitigation fees that are legally restricted to expenditures for specific purposes.

Nonmajor Funds -- The Capital Fund is a capital projects fund used to account for all resources received for the acquisition or construction of major capital facilities and equipment.

C. Net Position / Fund Balance

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

General Fixed Assets – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt, if any, that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Restricted Net Position – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This category represents net position of the District not restricted for any project or other purpose.

The governmental fund statements utilize a fund balance presentation. Fund balances are categorized as restricted, committed, assigned, and unassigned.

Nonspendable Fund Balance – This category presents the portion of fund balance that cannot be spent because it is either not in a spendable form or it is legally or contractually required to be maintained intact.

Restricted Fund Balance – This category presents the portion of the fund balance that is for specific purposes stipulated by constitution, external resource providers, or enabling legislation.

Committed Fund Balance – This category presents the portion of the fund balance that can be used only for the specific purposes determined by a formal action (Resolution) of the District's highest level of decision making authority. For the District, this level of authority lies with the Board of Directors.

Assigned Fund Balance – This category presents the portion of the fund balance that is intended to be used by the District for specific purposes but does not meet the criteria to be classified as restricted or committed. For the District, balances can be assigned by management or through the budget process.

Unassigned Fund Balance – This category presents the portion of the fund balance that does not fall into restricted, committed, or assigned and are spendable.

If resources from more than one fund balance classification could be spent, the District will strive to spend resources from fund balance classification in the following order (first to last): restricted, committed, assigned, and unassigned as determined by the Board.

D. Budgets and Budgetary Accounting

As required by the laws of the State of California, The District prepares and legally adopts a final operating budget to be effective July 1 for the ensuing fiscal year. Public hearings are conducted on the proposed final budget to review all appropriations, sources of financing, and to provide opportunities for public comment. The Statements of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual is included as part of the basic financial statements.

The District follows these procedures in establishing the budgetary data reflected in the basic financial statements:

a) The Board of Directors adopts an annual budget by Directors' approval prior to July 1 of each fiscal year. The annual budget indicates appropriations by fund and by program. The Board of Directors may also adopt supplemental appropriations during the year. At the fund level, expenditures may not legally exceed appropriations. The Fire Chief is authorized to transfer budgeted amounts between divisions and programs within any fund.

D. Budgets and Budgetary Accounting (continued)

b) Operating budgets are adopted for the General Fund on the modified accrual basis of accounting. Budgetary control and the legal level of control are at the fund level. Significant operating or capital spending changes are addressed by the District's Board of Directors, if necessary. The final budget data contained in the financial statements reflects the effect of all approved budget amendments.

c) Supplementary budgetary revenue and expenditure appropriations are adopted by the Board of Directors during the fiscal year. These supplemental appropriations included in the Budgeted Amounts - Final column of the Budgetary Comparison Schedules. There were revisions during the year as reflected. Actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items for the general fund except for the account motor vehicle fees – projects. The budget for this account is actually the estimated carryover balance and is not necessarily budgeted for current expenditure.

E. Cash and Cash Equivalents

The District considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents.

F. Fixed Assets

Fixed assets are reported at cost or estimated historical cost. The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend assets' life are not capitalized. Capital assets are being depreciated using straight-life method over the estimated useful life ranging from 3 to 40 years. Gain or loss is recognized when assets are retired from service or are otherwise disposed.

G. Charges for Services

Charges for services represent various cost reimbursements that District obtains in the normal course of its operations. A bulk of these charges comes from cost reimbursements for its emergency or fire suppression activities. In addition, the District obtains reimbursements from other agencies for costs associated with deploying strike teams to fight fires. These reimbursements are reflected as revenues and the related costs as expenses.

H. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of resources that apples to a future period(s) and will not be recognized as an outflow of resources (expense) until then. Conversely, deferred inflows of resources represent an acquisition of resources that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

Contributions made to the District's pension plan(s) after the measurement date but before the fiscal year end are recorded as a deferred outflow of resources and will reduce the net position liability in the next fiscal year.

Additional factors involved in the calculation of the District's pension expense and net position liability include the differences between expected and actual experience, changes in assumptions, differences between projected and actual investment earnings, changes in proportion, and differences between the Districts contributions and proportionate share of contributions. These factors are recorded as deferred outflows and inflows of resources and amortized over various periods.

I. Pension Liability

For purposes of measuring the net position liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California Public Employees' Retirement System (CalPERS) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Use of Estimates

The preparation of the general purpose financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the general purpose financial statements and the reported amount of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

K. Compensated Absences

Regular, full-time District employees are granted vacation, sick and holiday leave in varying amounts based upon length of service. Any accrued hours, not in excess of the maximum allowable and unused during the current period, are carried forward to following years. The District employees with 10 years of services or more may receive up to 20% of accumulated sick leave in cash, with a maximum of fifteen

K. Compensated Absences (continued)

hundred hours, computed on the basis of the hourly equivalent of such employee's monthly salary as of the time of death, retirement or resignation.

Compensated absences are accrued in the government-wide financial statements when earned. A liability for compensated absences is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements and is currently payable.

L. Elimination and Reclassifications

In the process of aggregating data for the government-wide statements, some amounts reported as interfund activity and balances in the fund financial statements were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities.

M. Non-Exchange Transaction

Imposed non-exchange transaction revenues result from assessments imposed on non-governmental entities, including individuals (other than assessments imposed on exchange transactions), and the revenues are recognized in the period when use of the resources is required or first permitted. District imposed non-exchange transactions are taxes levied annually and payable in two installments. The county of Yuba collects the property taxes for the District and withholds an administrative fee.

Under the modified accrual basis, revenue from exchange and non-exchange transactions must meet both the "measurable" and "available" criteria to be recognized in the current period. On governmental fund financial statements, receivables that will not be collected within the availability period are offset with unavailable revenue. Unearned revenue arises when assets are received before the revenue recognition criteria have been satisfied. District's Funds received have been recorded as earned revenue in the governmental fund financial statements.

N. Recently Issued Accounting Pronouncements

In March 2016, the GASB approved Statement No. 82(pension issues), an amendment of GASB 67, 68, and 73. This Statement addresses certain issues that have been raised with respect to Statements No. 67, Financial Reporting for Pension Plans, No. 68, Accounting and Financial Reporting for Pensions, and No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The requirements of this Statement are effective for reporting periods beginning after June 15, 2016.

NOTE 2: CASH AND INVESTMENTS

Cash and investments of the District are summarized below:

Investment in Yuba County Treasury	3,151,299
Total cash and investments	$ 3,151,299

Deposits

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depositary regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities must be equal to at least 110% of the total amount deposited by the public agencies. California law allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured deposits. The District may waive collateral requirements for deposits that are fully insured up to $250,000 by Federal Deposit Insurance, effective October 2010. At June 30, 2016, The District does not have a bank account. At June 30, 2016, the county treasury deposit exceeds the insurable limit.

Authorized Investments

The District maintains substantially all of its cash in the Yuba County Treasury (the Treasury). The Treasury pools these funds with those of other districts in the county and invests the cash. The share of each fund in the pooled cash account is separately accounted for and interest earned is apportioned quarterly to funds that are legally required to receive interest based on the relationship of a fund's daily balance to the total of pooled cash and investments. The total amount invested by all public agencies as of June 30, 2016 was $324,234,286. The investment pool is actively managed with a weighted net of return of 1.20%. Participants' equity in the investment

NOTE 2: CASH AND INVESTMENTS (continued)

pool is determined by the dollar amount of the participant deposits, adjusted for withdrawals and distributed income. This method differs from the fair value method used to value investments in these financial statements in that unrealized gains or losses are not distributed to pool participants.

The funds maintained by the Treasury are authorized investments established by the California Government Code sections 53601 et seq. and 53635 et seq.
The District may invest in the following types of investments:

Bonds issued by the State of California and/or any local agency within the State of California
Securities of the U.S. Government, or its agencies
Certificates of Deposit (or Time Deposits) placed with commercial banks and/or savings and loan companies
Negotiable Certificates of Deposit
Bankers' Acceptance
Commercial Acceptances
Local Agency Investment Fund (State Pool) Demand Deposits
Repurchase Agreements (Repos)

Cash in County Treasury

The District maintains all investments other than a payroll account (Bank of America), in the Yuba County Treasury. The Treasurer of Yuba County is responsible for the investment of these funds in accordance with the investment policies of the County. The District does not own any specific identifiable investments in the pool. Information regarding categorization of cash and investments held in the County can be found in the County of Yuba's financial statements.

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District does not have any investments that are measured using Level 3 inputs.

	Level 1	Level 2	Level 3	Total
United States Treasury Notes	$ 1,651,281			$ 1,651,281
Mutual Funds		431,098		431,098
Corporate Notes		534,460		534,460
Local Agency Investment Funds		485,615		485,615
Municipal Bonds		48,845		48,845
	$ 1,651,281	$ 1,500,018	$ 0	$ 3,151,299

Interest Rate Risk

The Counties investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. Investments are generally limited to five years or less. At the end of June 30, 2016, Treasury's investments appear to be in accordance with the Counties investment policy. The Treasury's investment has an average days-to-maturity of 276 days and yields 1.221% as of June 30, 2016.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the instrument. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Except for municipal obligations and Community Reinvestment Act (CRA) bank deposits and certificates of deposit, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's and, if available, F 1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's and A 2 by Moody's, and, if available, A by Fitch. Municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIGI by Moody's, and, if available, F1 by Fitch. In addition, domestic banks are limited to those with a Fitch Individual bank rating of A or better, without regard to modifiers. Information regarding rating of cash and investments held in the County can be found in the County of Yuba's financial statements.

NOTE 3: GENERAL FIXED ASSETS

The following is a summary of changes in the general fixed assets of the District for the year ended June 30, 2016:

	Balance July 1, 2015	Additions	Retirements /Adjustments	Balance June 30, 2016
Building and Improvements	$ 1,527,347			$ 1,527,347
Equipment	3,623,885	50,309		3,674,194
Buildings	4,341,820			4,341,820
Land	592,749			592,749
Accumulated Depreciation	(5,558,921)	(271,049)		(5,829,970)
Net Assets	$ 4,526,880			$ 4,306,140

NOTE 4: COMPENSATED ABSENCES

The liability for compensated absences at June 30, 2016, is as follows:

Admin	$ 55,603
Vacation	72,467
Vested sick leave	41,908
	169,979

NOTE 5: EQUIPMENT: RIGHT-TO-USE

The California's Office of Emergency Services has assigned a fire engine to the District on January 23, 2008. The District may use this engine for its normal operations but is responsible for housing, maintenance, and repair of the fire engine during the duration of the agreement. The fire engine may also be used for joint civil defense and disaster purposes as required by the State of California.

NOTE 6: PENSION PLAN

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (the Plan), administered by the California Public Employees' Retirement System (CalPERS). The Plan's benefit provisions are established by statute. The Plan is included as a pension trust fund in the CalPERS Comprehensive Annual Financial Report, which is available online at www.calpers.ca.gov.

The Plan consists of a miscellaneous pool and a safety pool (referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively, including those of the Linda Fire Protection District. The Linda Fire Protection District's employer rate plans in the miscellaneous risk pool include the Miscellaneous plan (Miscellaneous) and the Safety plan (Safety) and Safety - PEPRA plan (Safety - PEPRA).

NOTE 6: PENSION PLAN (continued)

Benefits Provided

The Plan provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Classic members and PEPRA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit is one of the following: the Basic Death Benefit, the Optional Settlement 2W Death Benefit, or the 1959 Survivor Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law. The Plans' provisions and benefits in effect at June 30, 2016, are summarized as follows:

Employer Rate Plans in the Safety Risk Pool

Employer rate plan	**Safety**	**Safety - PEPRA**
Hire Date	Prior to January 01, 2013	On or after January 01, 2013
Benefit formula	2.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50	52
Monthly benefits, as of % of eligible compensation	2.0%-2.7%	2.7%
Required employee contribution rates	8.925%	11.50%
Required employer contribution rates	15.742%	12.082%

Employer Rate Plans in the Miscellaneous Risk Pool

Employer rate plan	**Miscellaneous**
Hire Date	Prior to January 01, 2013
Benefit formula	2.7% @ 55
Benefit vesting schedule	5 years of service
Benefit payments	Monthly for life
Retirement age	50
Monthly benefits, as of % of eligible compensation	2.7
Required employee contribution rates	7.949%
Required employer contribution rates	11.634%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the CalPERS actuary and shall be effective on the July 1 following notice of a change in the rate. Contribution rates for the employer rate plans are determined through the CalPERS' annual actuarial valuation process. Each employer rate plan's actuarially determined rate is based on the estimated amount necessary to pay the employer rate plan's allocated share of the cost of benefits earned by employees during the year, and any unfunded accrued liability. The Linda Fire Protection District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The Linda Fire Protection District's contributions to the risk pools in the Plan for the year ended June 30, 2016, were as follows:

	Contributions
Miscellaneous Risk Pool	$78,197
Safety Risk Pool	$388,414
Total contributions	$466,611

NOTE 6: PENSION PLAN (continued)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2016, Linda Fire Protection District reported net pension liabilities for its proportionate shares of the net pension liability of each risk pool as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous Risk Pool	$100,378
Safety Risk Pool	$972,694
Total net pension liability	$1,073,072

* The proportionate share of the total NPL to each of the enterprise and internal service funds is not being allocated because it is deemed to have an immaterial effect on the financial statements.

	Safety Risk Pool	Safety - PEPRA Risk Pool	Miscellaneous Risk Pool
Proportion at measurement date – June 30, 2015	0.00031497%	0.00000018%	0.00002142%

For the year ended June 30, 2016, the Linda Fire Protection District recognized pension expense of $237,208. At June 30, 2016, the Linda Fire Protection District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	$2,083	
Changes of Assumptions	$235,468	
Net Difference between Projected and Actual Earnings on Pension Plan Investments		($77,556)
Adjustment due to Differences in Proportions		
Differences between Actual and Required Contributions		
Total	**$237,551**	**($77,556)**

NOTE 6: PENSION PLAN (continued)

It should be noted that a deferred outflow of $466,611 was recognized as pension expense related to contributions subsequent to the measurement date, but because the entire amount was recognized as of June 30, 2016, this amount is not shown above. Other amounts (i.e. amounts other than contributions subsequent to the measurement date) reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Date June 30:	Deferred Outflows/(Inflows) of Resources
2017	$42,103
2018	$42,103
2019	$42,103
2020	$33,686
2021	0
Total	**$159,995**

Actuarial Assumptions

The total pension liabilities in the June 30, 2015 actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous	Safety
Valuation Date	June 30, 2016	June 30, 2016
Measurement Date	June 30, 2015	June 30, 2015
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Actuarial Assumptions:		
Discount Rate	7.65%	7.65%
Inflation	2.75%	2.75%
Payroll Growth	3.00%	3.00%
Projected Salary Increase [(1)]	Varies By Age & Length of Service	Varies By Age & Length of Service
Investment Rate of Return [(2)]	7.50%	7.50%
Mortality Rate Table [(3)]	Derived Using CalPERS' Membership Data	Derived Using CalPERS' Membership Data

(1) Depending on age, service and type of employment

(2) Net of Pension Plan Investment and Administrative Expenses; includes Inflation

(3) The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-retirement mortality rates include 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

Discount Rate

The discount rate used to measure the total pension liability was 7.65%. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested employer rate plans within the Plan that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested employer rate plans run out of assets. Therefore, the current 7.65% discount rate is adequate and the use of the municipal bond rate calculation is not

NOTE 6: PENSION PLAN (continued)

necessary. The stress test results are presented in a detailed report, *GASB Statements 67 and 68 Crossover Testing Report for Measurement Date June 30, 2015 based on June 30, 2016 Valuations,* that can be obtained from the CalPERS website.

Discount Rate (continued)

According to Paragraph 30 of GASB 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. For the CalPERS Plan, the 7.65% investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65%. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference. CalPERS is scheduled to review all actuarial assumptions as part of its regular asset liability management review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the year ended 2017-18. CalPERS will continue to check the materiality of the difference in calculation until such time as CalPERS has changed their methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short- term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the Plan's asset classes, expected compound (geometric) returns were calculated over the short-term (first 11 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long- term, the present value of benefits was calculated for the Plan. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1-10 [(a)]	Real Return Years 11+[(b)]
Global Equity	47.0%	5.25%	5.71%
Global Fixed Income	19.0	0.99	2.43
Inflation Sensitive	6.0	0.45	3.36
Private Equity	12.0	6.83	6.95
Real Estate	11.0	4.5	5.13
Infrastructure and Forestland	3.0	4.5	5.09
Liquidity	2.0	(0.55)	(1.05)

(a) An expected inflation of 2.5% used for this period.

(b) An expected inflation of 3.0% used for this period.

NOTE 6: PENSION PLAN (continued)

Sensitivity of the Linda Fire Protection District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate
The following presents the Linda Fire Protection District's proportionate share of the net pension liability of the each risk pool as of the measurement date, calculated using the discount rate, as well as what the Linda Fire Protection District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower or 1 percentage-point higher than the current rate:

	Discount Rate -1% (6.65%)	Current Discount Rate (7.65%)	Discount Rate +1% (8.65%)
Linda Fire Protection District proportionate share of the Miscellaneous Risk Pool's net pension liability	$107,000	$100,378	$88,000

	Discount Rate -1% (6.65%)	Current Discount Rate (7.65%)	Discount Rate +1% (8.65%)
Linda Fire Protection District proportionate share of the Safety Risk Pool's net pension liability	$1,085,000	$972,694	$878,000

NOTE 7: COMMITMENTS AND CONTINGENCIES

The District has received revenues for specific purposes that are subject to review and audit by the State government and others. Although such audits could result in expenditure disallowances, it is believed that any required reimbursements would not be material.

NOTE 8: RISK MANAGEMENT/CLAIMS LIABILITIES

The District is exposed to various risks of loss related to theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District is covered by commercial insurance purchased from independent third parties. There have been no significant changes in insurance coverage and no settlements or claims have been made in the last year.

During the fiscal year ended June 30, 2016, the District insured by Northern California Fire District Association for general liability, errors and omissions, and a variety of comprehensive coverage and by Northern California Special Districts Insurance Authority for workers' compensation.

NOTE 9: SUBSEQUENT EVENTS

Management has reviewed its financial statements and evaluated subsequent events for the period from its year-end June 30, 2016 through May 15, 2017, the date the financial statements were available to be issued. Management is not aware of any subsequent events that would require recognition or disclosure in the accompanying statements.

NOTE 10: APPROPRIATION LIMITS

Under the California Constitution (ACT), Special Districts must establish appropriation limits. According to the ACT, the District determined that the appropriation limit to be $2,647,312 for fiscal year 2015-2016. This amount was determined by the ratio of assessed value multiplied by the population conversion ratio that is published by the California Department of Finance annually. The new appropriation for 2015-2016 is $2,647,312. This amount was approved in Resolution 2015-5 by the Board of Directors. The District Board of Directors reserves the right to reelect the annual adjustment factor and to reestablish the FY 2015-2016 appropriations limit at such time as the percentage change in the local assessment roll due to the addition of local nonresidential construction and special population estimate from the State Department of Finance is available.

LINDA FIRE PROTECTION DISTRICT

Schedule of Revenues, Expenditures and Changes in Fund Balances

General Fund - Budget and Actual

For the Year Ended June 30, 2016

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenue				
Secured and unsecured taxes	$ 1,442,521	$ 1,442,521	$ 1,954,321	$ 511,800
Prop 172 money	230,000	230,000	223,261	(6,739)
Intergovernmental Revenue	250,000	250,000	470,838	220,838
Total Revenue	1,922,521	1,922,521	2,648,420	725,899
Expenditures				
Salaries and payroll taxes	1,236,816	1,236,816	1,239,735	2,919
Retirement	295,141	295,141	466,611	171,470
Group insurance	334,673	338,373	338,211	(162)
Clothing and personal	16,500	16,500	15,668	(832)
Communications	5,200	5,200	5,236	36
General insurance	103,378	103,378	101,254	(2,124)
Household expense	9,300	9,300	11,048	1,748
Maintenance-equipment	65,000	65,000	53,995	(11,005)
Maintenance-structure	10,000	10,000	4,975	(5,025)
Membership	1,250	1,250	1,235	(15)
Office expense	3,700	3,700	1,756	(1,944)
Professional services	113,000	94,941	96,639	1,698
Publications	1,500	1,500	870	(630)
Shop	2,500	2,500	720	(1,780)
Special department expense	100,500	114,500	116,350	1,850
Transportation	130,000	130,000	89,575	(40,425)
Utilities	43,400	43,450	43,345	(105)
Weed abatement	70,000	70,000	58,306	(11,694)
Miscellaneous	0	0	0	0
Taxes and assessments	1,000	1,000	805	(195)
Capital outlay	50,000	50,309	50,309	0
Total Expenditures	2,592,858	2,592,858	2,696,643	103,785
Net Change in Fund Balance	$ (670,337)	$ (670,337)	$ (48,223)	$ 622,114

LINDA FIRE PROTECTION DISTRICT

Schedule of the Plan's Proportionate Share of the Net Pension Liability
and Related Ratios as of the Measurement Date
For the Year Ended June 30, 2016

	6/30/2015[1] Safety Plan*	6/30/2015[1] Miscellaneous Plan
Plan's Proportion of the Net Pension Liability/(Assets)	0.00031%	0.00002%
Plan's Proportionate Share of Total Pension Liability/(Assets)	$ 5,606,852	$ 355,419
Plan's Proportionate Share of the Net Pension Liability/(Assets)	$ 972,694	$ 100,378
Plan's Covered-Employee Payroll[2]	$ 871,440	$ 63,762
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered-Employee Payroll	111.62%	157.43%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	17.35%	28.24%
Plan's Proportionate Share of Aggregate Employer Contributions[3,4]	$ 221,557	$ 15,651

*PEPRA quantities are diminimus

1) Historical information is required only for measurement periods for which GASB 68 is applicable
2) Covered employee payroll represented above is based on pensionable earnings provided by the employer.
3) The plan's proportionate share of aggregate contributions may not match the actual contributions made by the employer during the measurement period. The plan's proportionate share of aggregate contributions is based on the plan's proportion of fiduciary net position shown on line 5 of the table above as well as any additional side fund (or unfunded liability) contributions made by the employer during the measurement period.
4) This data is not required to be displayed by GASB 68 for the employers participating in cost-sharing plans, but it is being shown here because it is used in the calculation of the Plan's pension expense.

LINDA FIRE PROTECTION DISTRICT

Schedule of Plan Contributions[1]

For the Year Ended June 30, 2016

	Safety Plan	Miscellaneous Plan
Actuarially Determined Contribution[2]	$ 221,557	$ 15,651
Contributions in Relation to Actuarially Determined Contribution[2]	$ 388,414	$ 78,197
Contribution Deficiency (Excess)	$ (166,857)	$ (62,546)
Covered-Employee Payroll[3,4]	$ 871,440	$ 58,745
Contributions as a Percentage of Covered-Employee Payroll[3]	25.42%	26.64%

1) Historical information is required only for measurement periods for which GASB 68 is applicable.

2) Employers are assumed to make contributions equal to the actuarially determined contributions (which is the actuarially determined contribution). However, some employers may choose to make additional contributions towards their side fund or their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions. CalPERS has determined that the employer obligations referred to as "side funds" do not conform to the circumstances described in paragraph 120 of GASB 68, therefore are not considered separately financed specific liabilities.

3) Covered-Employee Payroll represented above is based on pensionable earnings provided by the employer.

4) Payroll from prior year was assumed to increase by the 3.00 percent payroll growth.

LINDA FIRE PROTECTION DISTRICT
Notes to Required Supplementary Information
For the Year Ended June 30, 2016

Budgetary Comparison Schedule

District employs budget control by object level coded and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. Expenditures cannot legally exceed appropriations by major object code. Expenditures cannot legally exceed appropriations by major object code.

Change in Benefit Terms

The figures above reflect the Plan's proportionate share of the liability impact resulting from plan changes which occurred after June 30, 2014. More information can be found in the CalPERS Valuation Report for the Miscellaneous Risk Pool as of June 30, 2014. Voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes) may need to be reported as a separate liability as CalPERS considers such amounts to be separately financed employer-specific liabilities. These employers should consult with their auditors.

Change in Assumptions

The above figures reflect the Plan's proportionate share of the liability impact of changes in actuarial assumptions and methods as reported by CalPERS Board of Administration upon the recommendation of the Chief Actuary. More information can be found in the CalPERS Valuation Report for the Miscellaneous Risk Pool as of June 30, 2014.

ST GROUP
Certified Public Accountants

1860 Howe Ave. Ste. 260
Sacramento, CA 95825
Tel. (916)424-6223
Fax (916)424-8559
www.stgroupcpa.com

INDEPENDENT AUDITOR'S 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

To the Board of Directors
Linda Fire Protection District
Linda, California

We have audited, in accordance with the 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, the financial statements of the governmental activities and each major fund of Linda Fire Protection District. (An autonomous special district of the State of California), the (District), as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise The District's basic financial statements and have issued our report thereon dated May 15,2017.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *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, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which 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 matters that are required to be reported under Government Auditing Standards.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

ST Group P.C.

Sacramento, California
May 15, 2017

The County of Yuba

Health and Human Services Department

TO: Human Services Committee

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Courtney Pyse, Program Manager

SUBJECT: Approve the Agreement for Professional Services between HHSD and Children's Home Society of California for Stage I child care services for the California Work Opportunity and Responsibility to Kids (CalWORKs) program.

DATE: August 8, 2017

NUMBER: 325/2017

Recommendation:

It is recommended that the Board of Supervisors approve the attached renewal Agreement between the County of Yuba, on behalf of its Health and Human Services Department (HHSD), and Children's Home Society (CHS) of California for Stage I Child Care Services for the California Work Opportunity and Responsibility to Kids (CalWORKs) program.

Background:

Since July 2001, Yuba County has contracted for CalWORKs Stage I Child Care Services with CHS, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of $1,000,000.00 per fiscal year for the three-year period of July 1, 2017 through June 30, 2020.

Discussion:

Education Code Section 835(b) establishes three (3) stages of child care services for CalWORKs recipients with the intent that the recipient does not experience a break in services while transitioning between the three (3) stages of child care services. CHS currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and CHS to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

Fiscal Impact:

General Fund: None
Non-General Fund: $1,000,000 per fiscal year
Source of Funds: CalWORKs Stage I Child Care Allocation

Attachments

325/2017 - Children's Home Society of California Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for child care services ("Agreement") is made as of the Agreement date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department, and Children's Home Society of California ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, Education Code Section 8350 (b) establishes three (3) stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three (3) stages of child care services; and

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract; and

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies; and

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies; and

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as participants move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs participants find local child care resources that will enable them to reach their Welfare-to-Work (WTW) Plan goals.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A–1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A–2 through A–3.

2. TERM.

Commencement Date: July 1, 2017

Termination Date: June 30, 2020

The term of this Agreement shall become effective on July 1, 2017, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A–5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Budget
Attachment H – Invoice Format
Attachment I – Monthly Statistical Report
Attachment J – Vendor Assurance of Compliance

///

///

///

9. TERMINATION.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2017.

"COUNTY"

COUNTY OF YUBA:

_____
, Chair
Board of Supervisors

"CONTRACTOR"

CHILDREN'S HOME SOCIETY OF CALIFORNIA:

_____
Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

INSURANCE PROVISIONS APPROVED:

_____
Jill Abel, Human Resource
Director and Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Courtney C. Abril,
Interim County Counsel

RECOMMENDED FOR APPROVAL:

_____
Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1 CONTRACTOR will provide a full-time equivalent staff person to provide Stage I child care intake and case management. This will occur at both the Health and Human Services Department (HHSD) and the Children's Home Society of California (CHS) office. The staff person will be scheduled a minimum of fifteen (15) hours a week at the HHSD and be flexible to meet the needs of both the Yuba County CalWORKs program and participants.

A.1.1.1 Schedule child care orientation for CalWORKs participants according to their WTW activities, schedules, and needs (i.e. some participants may need to be seen immediately, on a drop-in basis, after intake appointments, and/or before, during, or after other WTW activities). CONTRACTOR will ensure that all child care orientations will be scheduled within twelve (12) days of referral.

A.1.1.2 Conduct group or individual child care orientations for CalWORKs participants referred by COUNTY employees that include:

(a) Presenting the child care options available to the participants;
(b) Identifying criteria for selecting quality child care to participants and educating participants on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
(c) Assisting participants in the completion of appropriate forms for requesting subsidized child care payments.

A.1.1.3 Provide CalWORKs participants with child care referrals according to California Department of Education Policies, as requested, at both the HHSD and CHS locations.

A.1.1.4 Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.

A.1.1.5 Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.

A.1.1.6 Serve as liaison with community child care providers by providing the following services:

(a) Contacting child care providers to set up child care for CalWORKs participants; and
(b) Updating changes in child care providers or schedules, as needed.

A.1.1.7 Be available to CalWORKs participants as necessary.

A.1.1.8 Return phone calls to CalWORKs participants within two (2) working days and narrate phone contact in CHS case.

A.1.2 CONTRACTOR shall provide administrative services as follows:

A.1.2.1 Develop payment policies according to the California Department of Education, Early Educational and Support Division Funding Terms and Conditions and California State Department of Social Services (CDSS) policies for Temporary Assistance to Needy Families funding, as well as policies followed by the Division of Social Services.

A.1.2.2 Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs participant and case manager.

A.1.2.3 Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker (SW) via a Notice of Action if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORKs' SW.

A.1.2.4 Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.

A.1.2.5 Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care

payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the CDSS WTW regulations.

A.1.2.6 Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.

A.1.2.7 Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

A.1.3 CONTRACTOR and COUNTY shall mutually:

A.1.3.1 Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.

A.1.3.2 Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider upon receipt of proper claims and reporting.

A.1.3.3 Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.

A.1.3.4 Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.

A.1.3.5 Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

A.1.4 COUNTY shall:

A.1.4.1 Submit parent schedule changes to CONTRACTOR within two (2) working days.

A.1.4.2 Submit notice and supporting documentation to CONTRACTOR within two (2) working days when the parent is no longer receiving cash aid.

A.1.4.3 Provide staff to translate when such staff is available.

A.2 TIME SERVICES RENDERED.

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; a minimum of fifteen (15) hours two (2) days) per week at HHSD or Monday through Friday at CHS.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.

Except as otherwise stated, CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The equipment and materials provided by CONTRACTOR for the site location shall include:

A.4.1 Computer or any other electronic data processing equipment required by the CONTRACTOR's staff person.

A.4.2 Cabling, modems, communications lines, etc., as needed to connect.

A.4.3 Postage costs.

A.4.4 Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

A.4.5 Lockable transport case to be utilized when transporting documents with any Personally Identifiable Information (PII) of CalWORKs participants.

A.5 EQUIPMENT AND MATERIALS PROVIDED BY COUNTY

COUNTY shall provide the following to CONTRACTOR for the provision of services at the HHSD site:

A.5.1 Office area for staff person provided by CONTRACTOR.

A.5.2 Use of telephone, including voice mail capabilities.

A.5.3 Use of copy machines for necessary on-site copying of small volumes; larger volumes, exceeding one hundred (100) copies, must be copied elsewhere.

A.5.4 Use of FAX machines, limited to necessary business.

A.5.5 Use of County mail courier service.

A.5.6 Ability to use facilities for meetings on a sign-up basis.

A.5.7 Place to leave mail for postal pick-up.

///

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 **BASE CONTRACT FEE.** County will pay Contractor a total contract fee not to exceed One Million Dollars ($1,000,000.00) for each fiscal year of this Agreement or Three Million Dollars ($3,000,000.00) for the entire term of this Agreement, as further specified in Attachment G – Budget. This total contract fee encompasses reimbursement to Contractor for all annual provider payments made by Contractor on behalf of County for Stage I Childcare services, as further specified in Attachment G – Budget."

B.2 **CONTRACTOR** shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation, proper claims and reporting will be available upon request after completion of services but no later than the tenth (10^{th}) day of the month following provision of services in a format in accordance with Attachments H – Invoice Format and Attachment I – Monthly Statistical Report.

B.2.1 For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10^{th}. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the twentieth (20^{th}) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

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

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

B.5 AUDITS AND REVIEWS. Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants.

B.6 AUDIT EXCEPTIONS. If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

B.7 RECORD RETENTION. COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

///

///

///

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: http/www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.9 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C.10 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

///

///

///

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or sub-contractors.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may terminate its services under this Agreement upon ten (10) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data

shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and subject to any required pre-approval by either party's governing authority, and then shall be effective only for the period and on the condition, and for the specific instance for which given. Substantial changes between fiscal years in the payment amount negotiated between the parties, if any, should be approved through the normal contract amendment process.

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

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

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

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

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

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

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s)

or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

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

If to "CONTRACTOR":

Beverly Tidwell, Chief Executive Officer
Children's Home Society of California
1300 West Fourth Street
Los *An*geles, CA 90017

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

///

///

///

ATTACHMENT F

COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for child care services entered into between the COUNTY and Children's Home Society of California, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
(d) A description of the probable causes of the improper use or disclosure; and
(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 6/21/17

CONTRACTOR

Beverly Tidwell
(Signature)

Beverly Tidwell, Chief Executive Officer
(Print Name and Title)

ATTACHMENT G

BUDGET

Personnel Expense *(Staff performing actual service)*

SALARY

Position/Class	Annual Salary	% of Time to Service	Annual Service Cost Amount
Program Administrator	$68,500	5%	$3,425
Program Manager	$50,965	15%	$7,645
Program Specialist	$36,000	100%	$36,000
Program Specialist	$40,500	40%	$16,200
	$	%	$
Accounting Specialist	$38,244	20%	$7,649
Accounting Specialist	$40.450	5%	$2,023
		Annual Cost of Personnel	**$72,942**

BENEFITS *(Employer paid benefits of staff performing actual service)*

	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	$72,942	44%	$32,094
Payroll Taxes	$	8%	$5,835
		Annual Cost of Service Benefits	**$37,929**

Operating Expenses *(Actual Costs not to exceed)*

Professional Fees	$500	Building Security	$500
Legal Fees	$150	Furniture Purchase	$500
Audit Fees	$350	Equipment Purchase	$1,500
Office Supplies	$2,543	Equipment Leasing and Rental	$200
Provider Supplies	$750	Licenses/Software	$3,000
Communication	$7,000	Equipment Maintenance	$500
Advertisement	$500	Copier Maintenance	$250
Postage	$2,500	Printing	$2,000
Rent	$9,300	Licenses and Fees	$100
Utilities	$2,250	Dues and Memberships	$100
Recycling Charge	$200	Staff Training	$100
Storage Space Rental	$1,000	Insurance	$8574
Care of Building and Grounds	$1,800		
		Annual Operating Expenses	**$46,167**

Provider Payments (Actual Costs not to exceed)

Annual Provider Payment Amount	**$756,000**

Program Support (Actual Costs not to exceed)

Annual Program Support Amount	**$86,962**
Total Annual Budget	**$1,000,000**

ATTACHMENT H

INVOICE FORMAT

Invoice	
Children's Home Society of California 1650 Sierra Avenue Suite 102 Yuba City, California 95993 Program: CalWORKs Stage 1 Child Care Services	Deborah Garcia, Director of Financial Services (530) 673-7503 Email: Period of Service:

PERSONNEL EXPENSE			
Salary			
Position/Class	**Salary**	**% of Time to Service**	**Service Cost Amount**
Program Administrator	$	%	$
Program Administrator	$	%	$
Program Specialist	$	%	$
Program Specialist	$	%	$
Program Assistant	$	%	$
Program Manager	$	%	$
Accounting Specialist	$	%	$
		Total Salary	$
Benefits			
	Total Salary	**Benefits**	**Service Cost Amount**
Employee Benefits	$	%	$
Payroll Taxes	$	%	$
		Total Benefits	$
		Total Personnel Expense	**$**

OPERATING EXPENSES			
Professional Fees	$	Furniture Purchase	$
Legal Fees	$	Equipment Purchase	$
Audit Fees	$	Equipment Leasing and Rental	$
Office Supplies	$	Licenses/Software	$
Provider Supplies	$	Equipment Maintenance	$
Subscriptions	$	Copier Maintenance	$
Communication	$	Printing	$
Advertisement	$	Travel	$
Postage	$	Meals	$
Rent	$	Licenses and Fees	$
Utilities	$	Dues and Memberships	$
Recycling Charge	$	Staff Training	$
Storage Space Rental	$	Insurance	$
Care of Building and Grounds	$	Moving Expense	$
Building Security	$		
		Total Operating Expense	**$**
		Total PROVIDER PAYMENTS	**$**
		Total PROGRAM SUPPORT	**$**
		Total Monthly Invoice	**$**

ATTACHMENT I

STATISTICAL MONTHLY REPORT

CHILDREN'S HOME SOCIETY OF CALIFORNIA

Monthly Statistical Report for Yuba County
Stage 1 Child Care Services

For the month of:
Prepared by:

Total unduplicated number of referrals received during report month: _____

Child care authorizations for the report month: _____

Total number of orientations scheduled during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Total number of orientations completed during the report month: _____
Number of Individual Orientations: _____
Number of Group Orientations: _____

Number of Children Enrolled During the Report Month	Number of Children Terminated During the Report Month	Number of Families Enrolled During the Report Month	Number of Families Terminated During the Report Month

Families Eligible to transfer to Stage 2: _____

Yuba County Stage 1 Statistical Data Report Worksheet

ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/21/17
Date

Vendor/Contractor's Signature

1650 Sierra Ave. Suite 102, Yuba City CA, 95993
Address of vendor/recipient

CR50-Vendor Assurance of Compliance (08/13/01)