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.

JUNE 2, 2015

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

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

5:45 P.M. Human Services Committee - (Supervisors Griego and Fletcher - Alternate Supervisor Nicoletti)

A. (236-15) Consider Health and Human Services to solicit proposals for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services division - Health and Human Services (Five minute estimate)

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe

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

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

A. Administrative Services

1. (218-15) Declare seven Sheriff vehicles as surplus property and authorize Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060 and county policies.

2. (219-15) Adopt resolution authorizing County Administrator to file an application with Federal Aviation Administration on behalf of Airport for grant under the Airport Improvement Program in the amount $160,000.

3. (220-15) Authorize appropriations in the total amount of $3,000 related to Fund 103 to adjust expenditure line items anticipated through June 30, 2015.

B. Auditor-Controller

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

C. Board of Supervisors

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

D. Community Development and Services

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

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

F. Emergency Services

1. (224-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

G. Human Resources and Organizational Services

1. (225-15) Adopt resolution amending Classification System-Basic Salary Schedule as it relates to the Support Services Supervisor position, effective June 1, 2015.

H. Treasurer-Tax Collector

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

I. Sheriff-Coroner

1. (227-15) Approve agreement with U.S. Forest Service to provide law enforcement services to fight controlled substances on U.S. Forestland, and authorize Chair to execute.

2. (228-15) Approve cooperative agreement with U.S. Forest Service to provide campground patrols of U.S. forestland, and authorize Chair to execute.

IV. SPECIAL PRESENTATION

A. (230-15) Receive presentation from Regional Housing Authority of Sutter and Nevada Counties on transition, and update on Section 8 program. (No background material) (Ten minute estimate)

B. (231-15) Receive presentation from Committee for Safe Patient Access to Regulated Cannabis regarding draft proposed ballot initiative relating to opening a medical cannabis dispensary. (Fifteen minute estimate) (Mr. Mickey Martin, CRCP Community Liaison)

V. PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. (232-15) Adopt resolution divesting maintenance of fire suppression pond as a provided service in County Service Area 59. (Land Use and Public Works Committee recommends approval) (Five minute estimate)

B. Board of Supervisors

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

VII. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.
A. (234-15) Notice of May 21, 2015 meeting from Wildlife Conservation Board which includes Daugherty Hill Wildlife area, Expansion 14, Yuba County.

B. (235-15) Notice from South Sutter Water District information request for Relicensing Pre-Application Document regarding Camp Far West Hydroelectric project FERC Project No, 2997.


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

IX. **CLOSED SESSION**

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

B. Pending litigations pursuant to Government Code §54956.9(d)(1) - Powers vs. County of Yuba and Khan vs. County of Yuba

X. **ADJOURN**

**JUNE 4, 2015 2:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS WORKSHOP**

A. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher

B. (237-15) Receive update on Development Code and Zoning Map, Planning Commission hearing, and provide staff direction as appropriate

C. **ADJOURN**

**06/04/2015 - 4:30 P.M. Marysville City/County Liaison Committee - CANCELLED**

City of Marysville
Covillaud Room
526 C Street
Marysville, Ca 95901

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.
Human Services Committee
TO: Human Services Committee  
     Yuba County

FROM: Jennifer Vasquez, Director  
       Tony Roach, Program Manager  
       Health & Human Services Department

DATE: June 2, 2015

SUBJECT: Board of Supervisors Authorization to Solicit Proposals for Counseling, Therapeutic and/or Evaluation Services

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to solicit proposals for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services Division (CWS).

BACKGROUND: The county is required to provide counseling, therapeutic, and/or evaluation services to qualified children and families in CWS programs. The county has been contracting for several years with various licensed professionals to provide the required counseling, therapeutic and/or evaluation services to children and families dealing with individual and family issues. Those contracts are due to expire on June 30, 2015.

DISCUSSION: Pursuant to Section 2.0(b) of the County Purchasing and Contract Policy Manual, the county is required to solicit competitive proposals for contracts in the amount of $15,000.00 or more. To meet the contracting requirements, HHSD will solicit proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families of CWS to strengthen families and support the reunification process.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal dollars.
COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
REQUEST FOR PROPOSAL

Counseling, Therapeutic and/or Evaluation Services

PROPOSAL CLOSING DATE:

Wednesday, July 29, 2015
at 4:00pm (PST)

NOTE: It is the applicant’s responsibility to check the County solicitation Website, see address below, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx
<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME</th>
<th>DATE</th>
<th>DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>June 23, 2015</td>
<td></td>
<td>Tuesday</td>
</tr>
<tr>
<td>Open Applicant’s Conference</td>
<td>9:00 a.m. - 2:00 p.m.</td>
<td>July 7, 2015</td>
<td>Tuesday</td>
</tr>
<tr>
<td>(Program Manager will be available to answer questions during this time frame)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Written Questions/Comments Due</td>
<td>4:00 p.m.</td>
<td>July 16, 2015</td>
<td>Thursday</td>
</tr>
<tr>
<td>Addenda Issued/Posted</td>
<td></td>
<td>July 23, 2015</td>
<td>Thursday</td>
</tr>
<tr>
<td>Response Submission Deadline</td>
<td>4:00 p.m.</td>
<td><strong>July 29, 2015</strong></td>
<td><strong>Wednesday</strong></td>
</tr>
<tr>
<td><em>No response will be accepted after this date and time.</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation Process begins</td>
<td></td>
<td>July 30, 2015</td>
<td>Thursday</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td></td>
<td>August 5, 2015</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Protest/Appeal period begins</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline to submit Protest/Appeal letters</td>
<td>4:00 p.m.</td>
<td>August 12, 2015</td>
<td>Monday</td>
</tr>
</tbody>
</table>

Board of Supervisor’s approval and authorization to award contract(s) is tentatively scheduled for the August 25, 2015, Board of Supervisor’s agenda.

A. INFORMATIONAL APPLICANT’S CONFERENCE

It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an informational Applicant’s Conference will be held to explain service requirements and to answer questions regarding completion of proposals, time frames, and the RFP process:

Date: July 7, 2015
Time: 9:00 a.m. – 2:00 p.m. PST
Location: Yuba County Health & Human Services Department
          Yuba River Conference Room
          5730 Packard Avenue, Suite 100
          Marysville, CA

It is the applicant's responsibility to check the County solicitation Website (see address below) or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.
The County's website will be the official notification posting place of all Amendments and Addenda's to the RFP. Go to

http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx

B. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies (5 total) must be received and date stamped by County no later than 4:00 p.m. (PST) on July 29, 2015. Faxed proposals will not be accepted. Proposals must be in sealed envelopes and clearly labeled "Counseling, Therapeutic and/or Evaluation Services Proposal" on the outside and delivered to the Main reception area at:

Yuba County Health and Human Services Department
5730 Packard Avenue, Suite 100
Marysville, California
Attn: Erich Runge, Program Manager

It is the Applicant's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the specified date and time will NOT be considered.

III. PROPOSAL RESPONSE

Proposals must include the information that is specifically requested herein as well as such additional information as Applicant deems relevant to the process. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Proposals must be developed in accordance with the described format.

FORMAT: Sections notated with "[Narrative]" should meet the following formatting requirements:

8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of six (6) pages of narrative (the total pages does not include requested attachments, i.e. Application, Attachments, proof of insurance, Board Resolution, Letters of Support, licenses/certificates, etc.) identifying each segment by corresponding number in addressing the following. Proposals that deviate from this format will not be considered.

The proposal should include the following components in the order described below. Use forms where provided. A proposal lacking any of the following information may be deemed non-responsive:
A. Application
Using the form titled "APPLICATION" (Attachment A) provide all requested information including original signature of agency official authorized to submit the proposal and thereby commit the agency to the obligations contained in the RFP response. Further the signing and submission of a response shall indicate the intention of the Applicant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

B. Statement of Experience [Narrative]
Provide a summary of your experience in providing services described in the scope of work and include the number of years in business, years of experience providing such services or equivalent or related services.

C. Qualifications [Narrative and Attachments]

1. Complete the Provider Questionnaire (Attachment 2) which provides general information about your practice.

2. For each key staff member that will provide services, provide brief information regarding their background (license, certification, etc.), years of experience in the field, years with your practice/facility, ability to conduct proposed services.

3. Describe how capacity will be maintained with current participating clients and future referrals (i.e. do you have adequate staff, time, etc. to handle the increased workload).

4. Please advise whether you are a Medi-Cal Provider (you do not have to be a Medi-Cal Provider to be considered, this is for informational purposes only).

5. References: List of the names, titles and contact information of three (3) professional and/or character references.

6. Provide details of any failure or refusal to complete a contract.

7. Provide an explanation of any litigation involving the prospective contractor or any principal officers thereof, in connection with any contract.

8. Proof of Insurance Coverage: Provide proof of required insurance as described in Attachment E of the sample contract in Attachment 4 of this RFP.

9. Board Resolution (if applicable): For 501(c)3 agency's, a copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501(c) (3), including Employer ID Number, must
be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

The county may request additional information the county determines is necessary for an accurate determination of the applicant’s qualifications to perform services.

D. Rate Schedule
Complete and attach the rate questionnaire (Attachment 3) which will provide a breakout of your rate for specific services to be provided.

IV. EVALUATION CRITERIA

The contract, if awarded, will be awarded to the Applicant(s) whose proposal is considered the best value to the County as interpreted by the County. Best value will be determined based on the following evaluation criteria and point value:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity to perform required Scope of Work</td>
<td>20</td>
</tr>
<tr>
<td>Experience and ability to do required tasks</td>
<td>50</td>
</tr>
<tr>
<td>Proposal Pricing</td>
<td>20</td>
</tr>
<tr>
<td>Compliance in submitting required RFP documents</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

V. THE RFP SELECTION PROCESS

A. Proposals will be reviewed by a committee for completeness and adherence to RFP instructions. The Committee will evaluate and score proposals. They may require interviews during scoring to discuss proposals.

B. Submissions which are deemed incomplete may be eliminated as not being responsive. Responsiveness means an Applicant who has submitted a proposal that conforms to the solicitation documents in all material aspects.

C. A “Responsible Contractor/Applicant” shall mean an Applicant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

D. The County reserves the right to award a contract to the applicant(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

E. Upon recommendation from the review committee and approval by the Board
of Supervisors, qualified Applicant(s) will be selected to provide services to Yuba County clients upon contract commencement date through June 30, 2018. At the County’s discretion, the contracts may be renewed for additional terms based on the availability of funding and contractor’s performance.

F. Applicant(s) shall agree to and sign a contract with the County; final terms of the contract will be negotiated with the selected Applicant(s) and incorporated in the contract. Contracts awarded will contain at least, but shall not be limited to, the provisions outlined in the Agreement for Professional Services (Sample Contract – Attachment 4).

G. The County will notify all proposers whether or not they are selected for the subject services.

H. It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public.

VI. COUNTY NOTICES

A. County Contact
Any questions related to this RFP should be directed to the county contact person by email: erunge@co.yuba.ca.us

All communications during this process should be directed to the appropriate county contact listed above. Any applicant that makes any effort to communicate with any elected or appointed officials of Yuba County, either directly or indirectly, during this process will be EXCLUDED from consideration.

B. Conflict of Interest
Any agency or person considering doing business with Yuba County Government must disclose the agency or person's affiliation or relationship that might cause a "Conflict of Interest" with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Submitter's submittal.

C. General Notices

All applicants responding to this RFP should note the following:

1. Yuba County reserves the right to:
   • Reject any or all submittals
   • Request clarification of any submitted information
   • Waive any informalities or irregularities in any qualification statement
   • Not enter into any agreement
- Not to select any applicant
- Cancel this process at any time
- Amend this process at any time
- Interview applicants prior to award and request additional information
- Enter into negotiations with one or more applicants
- Award more than one agreement if it is in the best interest of the county
- Issue similar RFPs or RFQs in the future.

2. Addenda posting and notifications must be done at least 72 hours before the RFP closing. All addenda information can be found at: http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx

3. Any and all costs arising from this RFP process incurred by any applicant shall be borne by the applicant without reimbursement by Yuba County.

4. Acceptance by Yuba County of any proposal submitted pursuant to this RFP shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Services.

5. County will verify applicant, its principal and any named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov.

VII. PROTESTS AND/OR APPEALS

Protests or Appeals with respect to the solicitation or award of the RFP will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service as well as the Yuba County Purchasing and Contract Policy Manual which states in part:

10.0 Protest and Appeals

Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

10.1 Director of Administrative Services

The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

(a) State the reason for the action taken;
(b) Inform the protestants' that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The written protest must be delivered no later than **August 10, 2015**, to:

**Doug McCoy, Director**  
Administrative Services  
915 8th St. Suite 119  
Marysville, California 95901
APPLICATION

Yuba County Health and Human Services
Counseling, Therapeutic and/or Evaluation Services

Application

Agency Name: Date:

Mailing Address:

Contact Person: Phone:

Authorization to Submit this Proposal: Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

Certification: I certify that all statements in the proposal and attachments are in all respects true and correct. Failure to provide true and correct statements and information shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the county, of declaring any contract made as a result thereof to be void.

In addition, by submission of a proposal, Applicant attests to having possession of a duly issued valid license issued by the State of California. Such license authorizes Applicant to contract to perform type of work required by the specifications. Should the Applicant fail to provide the number and classification of Applicant's State of California License and/or Certification, the County may reject your Proposal.

Authorized Agency Official:

Name and Title

Signature
RFP Application Submission Checklist

☐ Attachment 1 – Application
☐ Attachment 2 – Provider Qualification Questionnaire
☐ Attachment 3 – Provider Rate Questionnaire
☐ Narrative Responses from Pages 4 and 5 of the RFP
☐ Proof of Insurance Coverage (#9 from Qualifications Section)
☐ Board Resolution (if applicable) (#10 from Qualifications Section)

Please return all documents to Erich Runge, 5730 Packard Avenue, Suite 100, Marysville, CA 95901, no later than 4:00 p.m. on Wednesday, July 29, 2015.
Please complete the following.

Name: ____________________________ License # and Type: ____________________________

1. Which age groups do you serve? (check all that apply)
   □ Adults
   □ Adolescents 12-17 years of age
   □ Children 11 and under, please specify youngest age: _____

2. Which types of counseling services do you provide?
   □ Trauma Focused
   □ Domestic Violence Treatment (perpetrators and victims)
   □ Dual Diagnoses (mental health and substance abuse disorders)
   □ Behavior Modification
   □ Anger Management
   □ Group Therapy - Indicate type:
     □ Social skills group
     □ Father mentoring groups
     □ Dialectical behavioral therapy
     □ Domestic violence groups
     □ Other (please specify): _____
   □ Cognitive Behavioral Therapy
   □ Parent/Child Focused, please specify: _____
   □ Other, please specify: _____

3. Do you provide evaluation services for:
   □ Psychological testing – Adults
   □ Psychological testing – Child/Adolescent
   □ Parent/Child Attachment Assessment

4. List all evidence-based practices you are qualified to provide:
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
5. Do you speak any language other than English (including American Sign Language)? ☐ Yes ☐ No
   Specify language(s) and fluency level. ____

6. Describe your experience in providing counseling services. Include the number of years in
   business and your experience working with a diverse clientele.
   ____

7. What are your office hours?
   Monday ______
   Tuesday ______
   Wednesday ______
   Thursday ______
   Friday ______
   Saturday ______
   Sunday ______

8. Please provide a copy of your Insurance Policy.

9. Additional information/comments:
   ____
Please complete the following.

Fill in your rate to the services you can provide and mark the appropriate option for each service you provide:

<table>
<thead>
<tr>
<th>Counseling and Evaluation Services</th>
<th>Rate</th>
<th>Mark one of the options. (If session is marked, please provide approximate hours per session (.5, 1.5, 2.0, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial interview</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Individual/Family Counseling and/or Psychotherapy</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Counseling &amp; Consultation</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Consultation (office)</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Consultation (out of office)</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Court Testimony, Professional Opinions</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Standby for Court</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Attendance at Family Team Conference (per meeting)</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
<tr>
<td>Mental Health Assessment</td>
<td>$</td>
<td>□ Hour □ Session</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("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

Vendor Name
"CONTRACTOR"

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: TBD

Termination Date: June 30, 2018

The term of this Agreement shall become effective on ______________, and shall continue in force and effect for a period of ______ ( ) 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 this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for 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-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 Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. ___________________________ 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 – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G – Fee Schedule
Attachment H – Invoice Format
Attachment I – Vendors Assurance of Compliance (CR-50)

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ________2015.

"COUNTY"
COUNTY OF YUBA

________________________
Chair
Board of Supervisors

"CONTRACTOR"

Signor's Name, Signor's Title
Vendor Name

Resolution No. 2015-____

INSURANCE PROVISIONS APPROVED

________________________
Jill Abel,
Interim Human Resource Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

________________________
Jennifer Vasquez, Director
Yuba County Health and Human Services Department
ATTACHMENT A

SCOPE OF WORK

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. (Upon completion of contract negotiations, and as a component for finalizing the contract documents, the Scope of Work will be drafted and inserted here detailing the required performance of the Contractor during the contract term).

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. OR [Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.]

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. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B
PAYMENT

Note: Upon completion of contract negotiations, and as a component for finalizing the contract documents, any additional information relating to the Payment for Services will be drafted and inserted into this attachment.

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by COUNTY.

B.1.2. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H – Invoice Format no later than the tenth (10th) day of the month following provision of services.

B.1.4 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR.

B.2 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.3 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 formal written agreement signed by both parties in advance of performing additional services.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and 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 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

C.3 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.4 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 workplace. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 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.6 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: http://www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website and Civil Rights information.

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 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. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any
manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.9 PROVISIONAL LIMITATION. It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

C.10 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION. The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

C.11 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epis.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.

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ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

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

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

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

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

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

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

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

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

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by
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":

Health and Human Services Department
County of Yuba
Jennifer Vasquez, Director
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":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State, Zip
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.

County of Yuba, Health and Human Services Department
Counseling, Therapeutic and/or Evaluation RFP
ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for ____________ (example: software and software licensing) entered into between the COUNTY and ____________, (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR’s responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.
F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Erma Thurman, Yuba County Privacy Officer  
Phone: (530) 749-6356 or (530) 749-6311  
E-Mail: ethurman@co.yuba.ca.us  
Fax: (530) 749-6281

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

(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);

(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;

(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;

(d) A description of the probable causes of the improper use or disclosure; and

(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.
F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: __________

CONTRACTOR

____________________
(Signature)

____________________
(Print Name and Title)
### ATTACHMENT G

#### FEE SCHEDULE

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evaluation Services</strong></td>
<td></td>
</tr>
<tr>
<td>Initial Interview</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Testing</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Psychological Evaluation</td>
<td>_______/hr.</td>
</tr>
<tr>
<td><strong>Psychotherapy Services</strong></td>
<td></td>
</tr>
<tr>
<td>PhD: Individual/Family</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>LCSW: Individual/Family</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>MFT: Individual/Family</td>
<td>_______/hr.</td>
</tr>
<tr>
<td><strong>Counseling and Consultation Services</strong></td>
<td></td>
</tr>
<tr>
<td>Individual Counseling</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>LMFT: Individual Counseling</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Consultation (Office)</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Consultation (Out of Office)</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Court Testimony, Professional Opinions or</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Treatment Updates</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Psychological Assessment</td>
<td>_______/hr.</td>
</tr>
<tr>
<td>Attendance at Family Team Conference</td>
<td>_______/meeting</td>
</tr>
</tbody>
</table>
ATTACHMENT I
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

__________________________  __________________________
Date                             Director’s Signature

Address of vendor/recipient
CR50-Vendor Assurance of Compliance

County of Yuba, Health and Human Services Department
Counseling, Therapeutic and/or Evaluation RFP
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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: June 2, 2015
Re: Surplus Property Disposal – Sheriff Vehicles

Recommendation
It is recommended that the Board declare the attached lists as surplus property and authorize the Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060.

Background
Departments have declared the items on the attached list as surplus property. Pursuant to County ordinance, items with an original purchase price of $1,000 or more must have Board approval to be declared surplus property.

Discussion
The attached list is for Sheriff Vehicles that are no longer operable, missing substantial parts or no longer useful to the department.

Committee Action
Due to the routine nature of this action, it has been brought directly to your Board for consideration.

Fiscal Impact
There is no cost to the County. Proceeds will be deposited in to account 330-0000-371-9899 and appropriately distributed.
<table>
<thead>
<tr>
<th>Asset Number</th>
<th>Description</th>
<th>Serial Number</th>
<th>Asset Tag # (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16138</td>
<td>2009 Ford Crown Vic (09-11)</td>
<td>2FAHP71V19X115499</td>
<td></td>
</tr>
<tr>
<td>15986</td>
<td>2009 Ford Crown Vic (09-06)</td>
<td>2FAHP71V89X115497</td>
<td></td>
</tr>
<tr>
<td>16136</td>
<td>2009 Ford Crown Vic (09-13)</td>
<td>2FAHP71V59X117935</td>
<td></td>
</tr>
<tr>
<td>15590</td>
<td>2009 Ford Crown Vic (09-07)</td>
<td>2FAHP71V89X115502</td>
<td></td>
</tr>
<tr>
<td>15449</td>
<td>2009 Ford Crown Vic (08-09)</td>
<td>2FAFP71V09X141274</td>
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</tr>
<tr>
<td>10776</td>
<td>1997 Ford Club Wagon (97-06)</td>
<td>1FBJS31LDVHA66930</td>
<td></td>
</tr>
<tr>
<td>12181</td>
<td>2000 Daewoo Lanos (01-01)</td>
<td>KLATA52604B589812</td>
<td></td>
</tr>
</tbody>
</table>

**Transferred From:**
- **Department:** Sheriff's Dept/Auto Fund
- **Location:** 940012
- **Date:** 5/12/2015

**Transferred To:**
- **Department:** Surplus - Miller Day Hall
- **Location:** 990004 - 1/P
- **Date:**

**Authorized Individual (Print):**
- **Print:** [Signature]

**Authorized Signature:**

---

Do not write in this area - Auditor use only

Entered by - Signature

Date

---

**Original:** Auditor-Controller

**Copy 1:** Tranferring Dept

**Copy 2:** Acquiring Dept
# Capital Asset Disposal Form
**County of Yuba**

<table>
<thead>
<tr>
<th>Asset Number</th>
<th>Description</th>
<th>Serial Number</th>
<th>Asset Tag # (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
<td>See Attached</td>
<td>See Attached</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department:</th>
<th>Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>9900-1§</td>
</tr>
<tr>
<td>Date:</td>
<td>6/2/2015</td>
</tr>
</tbody>
</table>

**Authorized Individual (Print):**

Doug McCoy

**Authorized Signature:**

---

**Board Authorization**

**Date Authorized:** ____________________________

**Signature:** ____________________________

Clerk of the Board

**Date:** ____________________________

---

**Date Updated in System:** ____________________________

**Signature:** ____________________________

---

**Original:** Auditor-Controller

**Copy:** Department
THIS PAGE INTENTIONALLY LEFT BLANK
June 2, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL AVIATION ADMINISTRATION ON BEHALF OF THE AIRPORT FOR A GRANT UNDER THE AIRPORT IMPROVEMENT PROGRAM IN THE AMOUNT OF $160,000.00 IDENTIFIED AS AIP 3-06-0149-16

Recommendation:
It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the Federal Aviation Administration for funding under the Airport Improvement Program (AIP) Grant Fund identified as AIP 3-06-0149-16 and authorize the County Administrator to execute the grant application and accept the grant offer.

Background:
The grant funds requested are for the update of the Airport Layout Plan (ALP) in the estimated amount of $160,000.00. The ALP is the official document of proposed projects that are anticipated to be constructed on the airport. Any project that is planned either through the Federal Aviation Administration (FAA) grant program or other financial programs separate from the FAA must be on the ALP in order to be approved for construction on the airport. The update of the ALP was originally scheduled for Fiscal Year 2016-17, however, there are two projects that need to be added. The new solar array project by the Olivehurst Public Utility District that is located along Arboga Road within the airport boundaries and a new proposed taxiway for the potential use of Rice Aircraft and others paralleling the length of Skyway Drive must also be added. Both projects are in the initial planning and design phases. The FAA is also requiring all airports to update their plans as soon as possible to be included in their new centralized Airport Geographic Information System intended to streamline airspace analysis and survey processes.

Discussion:
The Yuba County Airport is allocated $150,000.00 annually from the Federal Aviation Administration for projects that are planned under the Airports Capital Improvement Plan (ACIP). Those funds are typically accumulated over a period of three years in order to fund large construction projects. The Airport has $150,000.00 of those funds that must be allocated to a project this federal year. The resolution today is to approve the submittal of a grant application to the FAA for updating the Airport Layout Plan. This is a 90 percent grant or a request for $144,000.00 of a total project cost of $160,000.00. The 10 percent grant match or $16,000.00 will be accomplished through a matching grant from the State Division of Aeronautics and the balance from the Airport Enterprise Fund.

Committee Action:
This item was not presented to the Public Facilities Committee due to the necessity to expedite the application submittal for funding that is due to the Federal Aviation Administration by June 15, 2015.

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

Attachment
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:
AUTHORIZING THE COUNTY
ADMINISTRATOR TO FILE AN
APPLICATION WITH THE FEDERAL
AVIATION ADMINISTRATION ON BEHALF
OF THE AIRPORT FOR A GRANT UNDER
THE AIRPORT IMPROVEMENT PROGRAM

WHEREAS, the Federal Aviation Administration is authorized under the Airport Improvement Program to make grants to public airports to aid in financing the construction of specific airport projects:

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby authorized to file an application on behalf of the County of Yuba Airport with the Federal Aviation Administration for a grant to aid in financing Yuba County Airport capital improvement projects as follows:

AIRPORT LAYOUT PLAN (ALP) UPDATE

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to execute the grant application, to act as certifying officer in all matters in connection with the application and to provide such additional information as may be required and to accept any offer of grant which may be tendered by the Federal Aviation Administration.
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

______________________________
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

______________________________

APPROVED AS TO FORM:

County Counsel
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th>1. Type of Submission</th>
<th>2. Type of Application</th>
<th>If Revision, select appropriate letter(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preapplication</td>
<td>New</td>
<td>- Select One -</td>
</tr>
<tr>
<td>Application</td>
<td>Continuation</td>
<td>* Other (Specify)</td>
</tr>
<tr>
<td>Changed/Corrected Application</td>
<td>Revision</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Date Received:</th>
<th>4. Application Identifier:</th>
</tr>
</thead>
</table>

5a. Federal Entity Identifier: AIP No. 3-06-0149-16

* 5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

8. **APPLICANT INFORMATION:**

<table>
<thead>
<tr>
<th>a. Legal Name:</th>
<th>County of Yuba</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>b. Employer/Taxpayer Identification Number (EIN/TIN):</th>
<th>c. Organizational DUNS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>94-6000549</td>
<td>122670458</td>
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</tbody>
</table>

d. Address:

<table>
<thead>
<tr>
<th>Street 1:</th>
<th>1364 Sky Harbor Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>Olivehurst</td>
</tr>
<tr>
<td>County:</td>
<td>Yuba County</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>Province:</td>
<td></td>
</tr>
<tr>
<td>Country:</td>
<td>USA</td>
</tr>
<tr>
<td>Zip/ Postal Code:</td>
<td>95961</td>
</tr>
</tbody>
</table>

e. Organizational Unit:

Department Name: Yuba County Airport

Division Name:

<table>
<thead>
<tr>
<th>Title:</th>
<th>Airport Manager</th>
</tr>
</thead>
</table>

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.

Middle Name: A.

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>Hansen</th>
</tr>
</thead>
</table>

Suffix:

Title: Airport Manager

Organizational Affiliation:

<table>
<thead>
<tr>
<th>Telephone Number:</th>
<th>Fax Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(530) 741-6248</td>
<td>(530) 742-7835</td>
</tr>
</tbody>
</table>

Email: mhansen@syix.com
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Type of Applicant 1: Select Applicant Type:</td>
<td>B. County Government</td>
</tr>
<tr>
<td>Type of Applicant 2: Select Applicant Type:</td>
<td>- Select One -</td>
</tr>
<tr>
<td>Type of Applicant 3: Select Applicant Type:</td>
<td>- Select One -</td>
</tr>
<tr>
<td>* Other (specify):</td>
<td></td>
</tr>
<tr>
<td>10. Name of Federal Agency:</td>
<td>FEDERAL AVIATION ADMINISTRATION</td>
</tr>
<tr>
<td>11. Catalog of Federal Domestic Assistance Number:</td>
<td>20.106</td>
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<tr>
<td>CFDA Title:</td>
<td>Airport Improvement Program</td>
</tr>
<tr>
<td>12. Funding Opportunity Number:</td>
<td>Title</td>
</tr>
<tr>
<td>13. Competition Identification Number:</td>
<td>Title</td>
</tr>
<tr>
<td>14. Areas Affected by Project (Cities, Counties, States, etc.):</td>
<td>City of Marysville, Yuba County, California</td>
</tr>
<tr>
<td>15. Descriptive Title of Applicant’s Project:</td>
<td>Airport Layout Plan Update</td>
</tr>
</tbody>
</table>

*Attach supporting documents as specified in agency instructions.*
**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**
*a. Applicant: 2nd*
* b. Program/Project: 2nd*

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**
*a. Start Date: 07/01/2015*
* b. End Date: 08/31/2016*

**18. Estimated Funding ($):**

<table>
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<tr>
<th>*a. Federal</th>
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</thead>
<tbody>
<tr>
<td>*b. Applicant</td>
<td>16,000.00</td>
</tr>
<tr>
<td>*c. State</td>
<td></td>
</tr>
<tr>
<td>*d. Local</td>
<td></td>
</tr>
<tr>
<td>*e. Other</td>
<td></td>
</tr>
<tr>
<td>*f. Program Income</td>
<td></td>
</tr>
<tr>
<td>*g. TOTAL</td>
<td>160,000.00</td>
</tr>
</tbody>
</table>

**19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on ____________
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372

**20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**
- [ ] Yes
- [ ] No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

[ ] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.  
*First Name: Robert*

Middle Name:

*Last Name: Bendorf*

Suffix:

*Title: County Administrator*

*Telephone Number: (530) 749-7575*  
Fax Number: (530) 742-7835

*Email: rbendorf@co.yuba.ca.us*

*Signature of Authorized Representative:*

**Date Signed:**

APPROVED AS TO FORM

ANGIL L. MORRIS-JONES  
COUNTY COUNSEL  
BY: [Signature]
Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.
PART II
PROJECT APPROVAL INFORMATION
SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating? Name of Governing Body
☐ Yes ☑ No

Item 2. Does this assistance request require State, local advisory, educational or health clearances? Name of Agency or Board
☐ Yes ☑ No (Attach Documentation)

Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)
☐ Yes ☑ No

Item 4. Does this assistance request require State, local, regional, or other planning approval? Name of Approving Agency
☐ Yes ☑ No Date / /

Item 5. Is the proposed project covered by an approved comprehensive plan? Location of plan
☐ Yes ☑ No Airport Master Plan, 2008

Item 6. Will the assistance requested serve a Federal installation? Name of Federal Installation
☐ Yes ☑ No Federal Population benefiting from Project

Item 7. Will the assistance requested be on Federal land or installation? Name of Federal Installation
☐ Yes ☑ No Location of Federal Land Percent of Project

Item 8. Will the assistance requested have an impact or effect on the environment? See instructions for additional information to be provided.
☐ Yes ☑ No

Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Number of:
☐ Yes ☑ No Individuals Families Businesses Farms

Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? See instructions for additional information to be provided.
☐ Yes ☑ No
PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:
   Airport Land Use Compatibility Plan is in effect.

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:
   NA

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:
   NA

4. Consistency with Local Plans. – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. 2008 Airport Master Plan

5. Consideration of Local Interest. – It has given fair consideration to the interest of communities in or near where the project may be located.

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A
PART II – SECTION C (CONTINUED)

9. Exclusive Rights. — There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

10. Land. — (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A".

The County holds fee simple title to all property required for this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
## PART III – BUDGET INFORMATION – CONSTRUCTION

### SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20-106  
2. Functional or Other Breakout

### SECTION B - CALCULATION OF FEDERAL GRANT

<table>
<thead>
<tr>
<th>COST CLASSIFICATION</th>
<th>Use only for revisions</th>
<th>Total Amount Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Latest Approved amount</td>
<td>Adjustment + or (-)</td>
</tr>
<tr>
<td>1. Administration expense</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Preliminary expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Land, structures, right-of-way</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Architectural engineering basic fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Other architectural engineering fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Project inspection fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Land development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Relocation expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Relocation payments to individuals and businesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Demolition and removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Construction and project improvement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Miscellaneous</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Total (Lines 1 through 13)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Estimated Income (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Net Project Amount (Line 14 minus 15)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Less: Ineligible Exclusions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Add: Contingencies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Total Project Amt. (Excluding Rehabilitation Grants)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Federal Share requested of Line 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Add Rehabilitation Grants Requested (100 percent)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Total Federal grant requested (Lines 20 &amp; 21)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Grantee share</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Other shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Total project (Lines 22, 23, &amp; 24)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
### SECTION C - EXCLUSIONS

<table>
<thead>
<tr>
<th>Classification</th>
<th>Ineligible for Participation (1)</th>
<th>Excluded from Contingency Provision (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Totals $</td>
<td>$</td>
</tr>
</tbody>
</table>

### SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share $16,000.00

<table>
<thead>
<tr>
<th>a. Securities</th>
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</thead>
<tbody>
<tr>
<td>b. Mortgages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Appropriations (By Applicant)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Tax Levies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Non Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Other (Explain)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Total – Grantee Share</td>
<td>16,000.00</td>
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28. Other Shares

<table>
<thead>
<tr>
<th>a. State</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Total Other Shares</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

29. TOTAL $16,000.00

### SECTION E - REMARKS

A state matching grant will be requested if funds are available to assist with the grantee share.


### PART IV - PROGRAM NARRATIVE (ATTACH – SEE INSTRUCTIONS)
# Administration Cost Breakdown

**AIRPORT:** YUBA COUNTY AIRPORT  
**PROJECT NAME:** AIRPORT LAYOUT PLAN UPDATE  
**PROJECT #:** 3-06-0149-16  
**DATE:** 

<table>
<thead>
<tr>
<th></th>
<th>LEGAL SERVICES</th>
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<th>AIRPORT MANAGER</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Project Coordination</td>
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<td>75</td>
<td>67</td>
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<tr>
<td>Project Document Review</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>8</td>
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<td>FAA Document Submittals</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Engineer meetings/review</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Board Meetings</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Review of Draft/Final Product</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Process Pay Requests</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Total Hours:</strong></td>
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<tr>
<td></td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>34</td>
</tr>
<tr>
<td><strong>Total Labor Cost:</strong></td>
<td>$450</td>
</tr>
<tr>
<td></td>
<td>$525</td>
</tr>
<tr>
<td></td>
<td>$1,608</td>
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<tr>
<td></td>
<td><strong>$2,583</strong></td>
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### Expenses

<table>
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<tr>
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<th>DIRECTOR</th>
<th>AIRPORT MANAGER</th>
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<tr>
<td>Mileage</td>
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<tr>
<td>Advertising</td>
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</tr>
<tr>
<td>Other</td>
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<td></td>
<td></td>
<td>$0</td>
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</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$2,798</strong></td>
</tr>
</tbody>
</table>
**PART IV**

**PROGRAM NARRATIVE**

*(Suggested Format)*

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>Airport Layout Plan Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIRPORT:</td>
<td>Yuba County</td>
</tr>
</tbody>
</table>

1. **Objective:**
   Update the existing Airport Layout Plan to meet FAA guidance on ALP standards. The last ALP was updated in conjunction with the 2008 Airport Master Plan. The County has several high priority projects that need to be included in the ALP Update. These projects will ultimately provide additional revenue sources for the Airport, along with new business and job opportunities for the area.

2. **Benefits Anticipated:**
   An updated ALP that will include the projects that the County anticipates moving forward with over the next several years that were not anticipated and therefore not part of the 2008 update. The AGIS survey that is part of the update scope of work for the new Airspace Plan now required will provide high quality obstruction data and obstruction analysis. More detail on the benefits is included in the Scope of Services attached as Exhibit A.

3. **Approach:** *(See approved Scope of Work in final Application)*
   Scope of Services is attached as Exhibit A to this grant application.

4. **Geographic Location:**
   Yuba County Airport, Olivehurst, CA

5. **If Applicable, Provide Additional Information:**

6. **Sponsor’s Representative:** *(incl. address & tel. no.)*
   Mary Hansen
   Airport Manager
   Yuba County Airport
   1364 Sky Harbor Drive
   Olivehurst, CA 95961
YUBA COUNTY AIRPORT  
COUNTY OF YUBA, CALIFORNIA  
AIRPORT LAYOUT PLAN UPDATE  
AIP No. x-xx-xxxx-xx  
SCOPE OF SERVICES  
May 1, 2015

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

PROJECT UNDERSTANDING

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

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

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

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

- Define any modifications needed to comply with FAA design standards. The midfield exit taxiways which connect to the primary runway at a 45-degree angle rather than 90-degrees will specifically be evaluated.

- Identify sites for future solar farms.

- Reflect a taxiway extension that will serve an industrial park located southwest of the Airport.
In addition to the ALP Update, the following projects are included in this Scope of Services to support future planning and development at the Airport.

- Prepare an Airports GIS (AGIS) Airport Airspace Analysis.
  - As indicated in the preceding section, a new Airspace Plan is required as part of the ALP update. The FAA has begun an initiative to streamline the Airport airspace analysis and survey process and centralize airport data storage into one integrated web-based Geographic Information System (GIS) called "Airports GIS or AGIS." AGIS surveys capture survey data of the Airport property and the surrounding area. The Airport was last surveyed in 2008. As such, the obstruction data for the Airport is outdated. An AGIS survey will provide high quality obstruction data for the Airport Airspace Drawings and obstruction analysis.

- Identify a new site on-airport for a future fire station.
  - The 2008 ALP identifies a future fire station site on-airport property at the southwest corner of Arboga Road and 11th Avenue (Item #33 on the 2008 ALP). This site is being considered for a new solar farm for the Yuba County Water Agency. If this site is selected for the solar farm, a new site for a future fire station should be identified. As part of this ALP update, the Consultant will identify a suitable site for a future fire station on the Airport, if it continues to be desirable to have a fire station on the Airport property.

- Re-evaluate future development options for the core building areas.
  - The 2008 Master Plan provides a layout concept of how the Airport’s southeastern quadrant might look at full build-out. An existing drainage ditch crossing through the building area is an impediment to expansion of aviation-related facilities. The build-out concept assumes that the drainage ditch will be realigned to follow a future segment of Sky Harbor Drive. As part of this ALP update, the Consultant will develop a phasing plan for future development that considers the existing alignment of the drainage ditch.
  - The 2008 Master Plan also looked at future development in the east hangar area located south of the approach end of Runway 23. The site is constrained by wetlands and lack of road access. The Consultant will identify potential layout options for this east hangar area. The results of this analysis will be reflected in the new Building Area Plan.

- Prepare a lease boundary map.
  - Building upon information shown on the Exhibit ‘A’ Map and provided by the County, a lease Boundary Map will be created to show the locations of airport property currently under lease to public agencies or private entities. Boundary descriptions (mêres and bounds) and leasehold acreages provided by the County will be documented. A tabulation listing current leaseholders and the lease expiration dates will be included. The lease boundary map will be included in the new Building Area Plan.

- Prepare draft approach protection easement.
  - Consultant will provide draft language for an approach protection easement to be obtained by the County on private property south of the Airport (western portion of "90-acre" parcel). Proposed conditions to be placed on future use of the property will be described. Such conditions will include, but not be limited to, allowable heights, acceptance of airport noise and related impacts, and other restrictions essential to promote airport compatible development of the land. Negotiations with the property owner regarding the easement conditions are not included in this task.
SCOPE OF SERVICES

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

Element 1: Study Design

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

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

Assumptions:

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

Deliverables:

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

Element 2: Project Management

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

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

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

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

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

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

Deliverables:

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

Element 3: Project Travel

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

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

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

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

Assumptions:

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

Deliverables:

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

Element 4: AGIS

An AGIS survey will be conducted to support an aeronautical obstruction survey for the Airport. The survey will follow FAA guidance for a Vertically Guided Airport Airspace Analysis (AAA) Survey, as defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1. Runways with Vertical Guidance (inclusive of paragraphs 2.7.1.1. through 2.7.1.1.7.). The project will include vertically guided AAA Survey for Runway 14-32 and Runway 5-23. New aerial photography will be collected as part of this effort, and used to provide data on objects on the Airport property and underlying the vertically guided AAA surfaces, as defined in AC 150/5300-18B.
Assumptions:
- AGIS survey data will be submitted to the FAA through the program’s website at http://airports-gis.faa.gov.
- Applicable AGIS survey data, including objects, structures, elevation data, will be integrated into the Airport Layout Plan and Airspace Plan.

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

Element 5: Alternatives/Proposed Development

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

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

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

Element 6: Airport Layout Plan

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

Assumptions:
- Element 6 includes inventory collection of airport data and maps. This includes the Airport base map, which appears to be relatively current. Any major revisions of the base map are not included in this ALP update. Other data to be collected for the ALP by the Consultant includes:
  - Airport 5010 and AVN datasheet (runway ends and elevations will be based on published data)
  - Published instrument approach and departure procedures
USGS topo quad map
- Terrain contours
- Elevation data for on-airport structures for which elevations do not currently exist will be provided as part of the AGIS survey.
- Update does not include a runway length analysis.

Deliverables:
- Administrative Draft ALP set to client – one (1) set of 24" x 36" sheets. Sheets included in the full ALP set:
  - Title (Index) Sheet
  - Airport Layout Plan Sheet
  - Airport Data Sheet
  - Part 77 Airspace Plan
  - Inner Approach Plan (x2)
  - Departure Surface
  - Building Area Plan Sheet
  - Exhibit 'A' Property Map
- Draft ALP (same sheets as above) to FAA for initial review – two (2) sets of 24" x 36" sheets plus digital files in PDF format.
- Draft FAA ALP checklist.

Element 7: Airspace Plan
A new Airspace Plan will be created using the new data from the AGIS AAA Survey. The Airspace Plan will reflect the existing and future airfield configuration in plan and profile view. The drawing will depict the FAR Part 77 airspace surfaces, threshold siting surfaces, departure surface(s), and inner approach surfaces for each runway end. The Airspace Plan sheets will reflect objects obtained from the anticipated AGIS survey (Element 4). Only the most critical objects at each runway end will be identified and called out on each inner-approach sheet (no greater than 30 objects per runway end). Objects close to each other will be 'grouped' to create 'one' object (e.g., cluster of trees). The Airspace Plan is anticipated to require at least four sheets to effectively present the data.

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

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

Element 8: Building Area Plan
A new Building Area Plan will be prepared in accordance with the FAA's guidance in the 2013 ALP Review Checklist (ARP SOP No. 2.00). The Plan will build upon the work conducted as part of the 2008 Master Plan reflecting build-out of the Airport's core building area. Projects described in Project Understanding and analyzed under Element 5 will be reflected in this drawing.

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

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

Element 9: Exhibit 'A' Property Map

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

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

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

Element 10: Airport Layout Plan Narrative Report

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

Assumptions:
• The Narrative Report will place emphasis on the following:
  o Aeronautical forecast for the purposes of establishing the future critical aircraft.
  o Critical aircraft and runway reference code determination.
  o Alternative analysis as proposed projects identified in the Project Understanding and Element 5.
  o Phasing of future projects.
  o Documenting obstruction issues and any proposed changes to the ALP.
• The Narrative Report will not repeat the topics covered in the 2008 Airport Master Plan.
• This is not a Master Plan update. The following sections typically addressed in a master plan will not be included: inventory, detailed forecasts, facility requirements, implementation and financial plan, environmental consequences, and land use.
• The Narrative Report is anticipated to have a printed length of no more than twenty (20) pages, including up to eight (8) pages of graphic depictions in addition to the ALP set.
• Schedule assumes draft report will be submitted with the draft ALP drawing set.

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

Element 11: Final Plan Preparation

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

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

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

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

RESPONSIBILITIES OF COUNTY OF YUBA

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

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

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>BUDGET</th>
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</thead>
<tbody>
<tr>
<td>Element 1: Study Design</td>
<td>$2,200</td>
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<tr>
<td>Element 2: Project Management</td>
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<td>Element 3: Project Travel (3 trips)</td>
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<td>Element 4: AGIS</td>
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<td>Element 5: Alternatives/Proposed Development</td>
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<td>Element 6: Airport Layout Plan</td>
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<td>Element 7: Airspace Plan</td>
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<td>Element 8: Building Area Plan</td>
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<td>Element 9: Exhibit ‘A’ Property Map</td>
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<td>Element 10: ALP Narrative Report</td>
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<tr>
<td>Element 11: Final Plan Preparation</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$157,200</strong></td>
</tr>
</tbody>
</table>

SCHEDULE

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

| June 2015                                    | Meeting #1: Project initiation meeting with client |
| June – August 2015                           | AGIS Survey                                      |
| June – August 2015                           | Alternatives analysis                             |
| September 2015                               | Analyze AGIS obstruction data                     |
| October – December 2015                     | Prepare administrative draft ALP set              |
| December 2015 or January 2016               | Meeting #2: Present administrative draft ALP to client |
| January 2016                                 | Client review of administrative draft ALP         |
| February – March 2016                        | Revise ALP based on client comments and prepare draft Narrative Report |
| March 2016                                   | Meeting #3: Present draft ALP set and Narrative Report to FAA |
| March – May 2016                             | Initial review of ALP set by FAA                  |
| May 2016                                     | Receipt of FAA comments                            |
| May – June 2016                              | Revise ALP set and Narrative Report based on FAA comments and prepare formal response to FAA comments |
| July 2016                                    | Submit ALP set and Narrative Report to FAA for formal review |
| Fall 2016                                    | Submit final ALP set and Narrative Report to client for signature and FAA for final approval |
DUNS: 122670458
CAGE: 6AM24
Status: Active

D&B Legal Business Name: YUBA, COUNTY OF
Doing Business as: YUBA COUNTY AIRPORT

Core Data
Business Information:
Business start date: 07/01/1978
Fiscal year end close date: 06/30
Company Division Name: 
Company Division Number: 
Corporate URL: 
Congressional District: CA 03
Registration Date: 03/03/2011
Activation Date: 02/03/2015
Expiration Date: 02/03/2016
Renewal Date: 
MPIN: ycamv961

Physical Address:
Address line 1: 1364 SKY HARBOR DR
City: OLIVEHURST
State: CA
ZIP/Postal Code: 95961 - 7416
Country: UNITED STATES

Mailing Address:
Address line 1: 1364 SKY HARBOR DRIVE
City: OLIVEHURST
State: CA
ZIP/Postal Code: 95961 - 7416
Country: UNITED STATES

Sensitive Information:
EIN: 946000549

IRS Consent:
Taxpayer name: YUBA COUNTY OF
Address Line 1: 1364 SKY HARBOR DR
Address Line 2: 
City: OLIVEHURST
State: CA
Country: UNITED STATES
Zip/Postal Code: 95961 - 
Type of Tax: Applicable Federal Tax
Tax Year (Most Recent Tax Year): 2010
Name of Individual Executing Consent: MARY HANSEN
Title of the Individual Executing Consent: AIRPORT MANAGER
Signature: MARY HANSEN
Tin consent date: 02/03/2015

CAGE/NCAGE Code:
CAGE: 6AM24

General Information
Country of Incorporation: null
State of Incorporation: null
Company Security Level: null
Highest Employee Security Level: null

Business Types:
For more information on an entity’s socio-economic status please see SBA’s Dynamic Small Business Search.
Entity Structure
U.S. Government Entity
Entity Type
US Local Government
Government Type
U.S. Local Government
County
Other Governmental Entities
Airport Authority
Purpose of Registration
Federal Assistance Awards
Entity Overview Details

Financial Information

- Do you accept credit cards as a method of payment? No.
- Department Code: Account Details: US BANK NA - Checking
- CAGE Code: 6AM24
- New Account/ Electronic Funds Transfer:
  - Account Type: Checking
  - Financial Institution: US BANK NA
  - ABA Routing Number: 121122676
  - Account Number: 153401958761
- Lockbox Number:
- Automated Clearing House (ACH):
  - ACH U.S. Phone: (916)552-5683
  - ACH Non-U.S. Phone: 
  - ACH Fax: 
  - ACH Email: 
- Remittance Address:
  - Remittance Name: COUNTY OF YUBA
  - Address Line 1: TREASURER-TAX COLLECTOR
  - Address Line 2: 915 8TH STREET
  - City: MARYSVILLE
  - State: CA
  - Country: UNITED STATES
  - ZIP/Postal Code: 95901

Executive Compensation Questions
In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

Proceedings Questions
Is there a Federal solicitation on which your business or organization, as represented by the DUNS number on this specific SAM record, is bidding that contains the FAR provision 52.209-7, or has your business or organization, as represented by the DUNS number on this specific SAM record, been awarded a Federal contract that contains FAR clause 52.209-8?

Y

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

N

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other?

Information Opt Out
I authorize my entity's information to be displayed in SAM's Public Search: Yes.

Assertions
This entity did not choose to pursue Federal contracts. They stated their reason for registering in SAM was to pursue Federal Assistance opportunities like grants and loans. This means they are not required to complete the Assertions section of this SAM registration.

Goods & Services:
NAICS Codes Selected
Primary
NAICS CODE Description

Size metrics:
World Wide:
Total Receipts (3 year average):
Average Number of Employees (12 Month Average):
Entity Overview Details

EDI Information:
Do you wish to enter EDI Information for your non-government entity? No

Disaster Relief Information:
Do you wish to enter Disaster Relief Data for your entity? No

Point of Contacts:

Mandatory Point of Contact:
Accounts Receivable POC
Title:
First Name: MARY
Middle Name: A
Last Name: HANSEN
Email: mhansen@syix.com
US Phone: (530)741-6248
Extension:
NON US Phone:
Notes:

Electronic Business POC
Title:
First Name: MARY
Middle Name: A
Last Name: HANSEN
Email: mhansen@syix.com
US Phone: (530)741-6248
Extension:
NON US Phone:
Notes:
Address Line 1: YUBA COUNTY AIRPORT
City: OLIVEHURST
State/Province: CA
Country: UNITED STATES
ZIP/Postal Code: 95961

Government Business POC
Title:
First Name: MARY
Middle Name: A
Last Name: HANSEN
Email: mhansen@syix.com
US Phone: (530)741-6248
Extension:
NON US Phone:
Notes:
Address Line 1: YUBA COUNTY AIRPORT
City: OLIVEHURST
State/Province: CA
Country: UNITED STATES
ZIP/Postal Code: 95961

Optional Point of Contact:
Government Business Alternate POC
Title:
First Name: DOUG
Middle Name: MCCOY
Last Name: MCCOY
Email: dmccoy@co.yuba.ca.us
US Phone: (530)749-7880
Extension:
NON US Phone:
Notes:
Address Line 1: COUNTY OF YUBA
City: MARYSVILLE
State/Province: CA
Country: UNITED STATES
ZIP/Postal Code: 95901

Electronic Business Alternate POC
Title:
First Name: DOUG
Middle Name: MCCOY
Last Name: MCCOY
Email: dmccoy@co.yuba.ca.us
US Phone: (530)749-7880
Extension:
NON US Phone:
Entity Overview Details

COUNTY OF YUBA
MARYSVILLE
CA
UNITED STATES
95901
STANDARD DOT TITLE VI ASSURANCES

County of Yuba (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

   (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

   (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

   (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

   (b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.
8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

County of Yuba
(Sponsor)

(Signature of Authorized Official)

[Signature]

ANGELO DE CARLO
COUNTY COUNSEL
BY: [Signature]
CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) 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 (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and 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 subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Yuba County Airport

LOCATION: Olivehurst, California

AIP PROJECT NO.: 3-06-0149-16

STATEMENTS APPLICABLE TO THIS PROJECT

☐ a. INTEREST OF NEIGHBORING COMMUNITIES: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Yuba County Airport.

☐ b. THE DEVELOPMENT PROPOSED IN THIS PROJECT will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☐ c. FBO COORDINATION: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Yuba County Airport, and they have been informed regarding the scope and nature of this project.

☐ d. THE PROPOSED PROJECT IS CONSISTENT with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

APPROVAL FORM

BY: ROBERT BENDORF DATE: ______________________
COUNTY COUNSEL TITLE: County Administrator
SPONSORING AGENCY: COUNTY OF YUBA

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed ___________________________ Date ___________________________
Sponsor's Authorized Representative

Title ________________________________
County Administrator

APPROVED AS TO FORM

ANGIE L. MORRIS-JONES
COUNTY COUNSEL

BY: ____________________________
[Signature]
Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor’s workplace, and specifying the actions to be taken against employees for violation of such prohibition.

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The sponsor’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the foregoing items are accurate as marked and attachments are correct and complete.

<table>
<thead>
<tr>
<th>Location</th>
<th>Location</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Street Address: ___________________________</td>
<td>Street Address: ___________________________</td>
</tr>
<tr>
<td>City: ___________________________</td>
<td>City: ___________________________</td>
<td>City: ___________________________</td>
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<tr>
<td>Zip code: ___________________________</td>
<td>Zip code: ___________________________</td>
<td>Zip code: ___________________________</td>
</tr>
</tbody>
</table>

COUNTY OF YUBA
Name of Sponsor

Signature of Sponsor’s Designated Official Representative

ROBERT BENDORF
Type Name of Sponsor’s Designated Official Representative

COUNTY ADMINISTRATOR
Typed Title of Sponsor’s Designated Official Representative

Date of Signature

APPROVED AS TO FORM

ANGELA B. MORRIS-JONES
COUNTY COUNSEL
June 2, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE BUDGET TRANSFER RELATED TO FUND 130 TO ADJUST EXPENDITURE LINE ITEMS ANTICIPATED THROUGH JUNE 30, 2015

Recommendation:

Approve budget transfer document as presented.

Background:

The Airport prepares its annual budget based on estimated revenues and expenditures and does not have much leeway to provide additional funds for unanticipated expenses until such time as airport revenues are available.

Discussion:

The budget transfer is necessary to meet estimated expenditures through June 30 for general maintenance repairs and airport other costs. Many of the airport hangar buildings are over 40 years old and require significant maintenance on hangar doors. In addition, the Airport moved it budgeting allocations to function under one budget unit now that other programs have ended and line items were limited to anticipated revenues.

The Airport operates as an enterprise fund and develops a balanced budget, projecting only those revenues and expenditures necessary to meet budget commitments known at the time of budget presentations, but is also limited to cash flow availability throughout the year in meeting those commitments.

Committee Action

This item was not presented to the Public Facilities Committee as the purpose is only to adjust budget expenditure line items to provide a balanced budget through June 30.

Fiscal Impact:

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

Attachment
**COUNTY OF YUBA**
**AUDITOR-CONTROLLER'S OFFICE**
**JOURNAL ENTRY REQUEST FORM**

**DATE:** 6/2/2015

**FROM DEPARTMENT:** AIRPORT (ADMINISTRATIVE SERVICES)

**APPROVED BY:**

**PREPARED BY/PHONE#:** Mary Hansen 741-6463

**EXPLANATION FOR THE TRANSFER (ATTACH CORRESPONDING ORIGINAL DOCUMENTATION):**
Funds to increase budget line items for unexpected maintenance repairs and other expenses (see memo).

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account Name</th>
<th>Account Number</th>
<th>Debit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 130</td>
<td>Insurance</td>
<td>130 9500 432 15-00</td>
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<td>800.00</td>
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<tr>
<td>Fund 130</td>
<td>Maintenance Equip.</td>
<td>130 9500 432 17-00</td>
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<tr>
<td>Fund 130</td>
<td>Transportation</td>
<td>130 9500 432 29-00</td>
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<td>1,600.00</td>
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<tr>
<td>Fund 130</td>
<td>Communications</td>
<td>130 9500 432 12-00</td>
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<td>200.00</td>
</tr>
<tr>
<td>Fund 130</td>
<td>Maintenance Struct.</td>
<td>130 9500 432 18-00</td>
<td></td>
<td>1,300.00</td>
</tr>
<tr>
<td>Fund 130</td>
<td>Office Expense</td>
<td>130 9500 432 22-00</td>
<td></td>
<td>1,500.00</td>
</tr>
</tbody>
</table>

**TOTALS** 3,000.00 3,000.00

ACO-REV 01/2012
## COUNTY OF YUBA
### AUDITOR-CONTROLLER'S OFFICE
#### BUDGET ADJUSTMENT REQUEST FORM

**DEPARTMENT:** AIRPORT (ADMIN. SERVICES)  
**PREPARED BY/PHONE:** Mary Hansen 741-6463  
**FISCAL YEAR:** 2014-2015

### REVENUE APPROPRIATIONS

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Amount</th>
<th>INC/(DEC)</th>
</tr>
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<tr>
<td>130 9500 432</td>
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### EXPENDITURE APPROPRIATIONS

<table>
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<th>Account Name</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>130 9500 432</td>
<td>Insurance (800.00)</td>
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<tr>
<td>130 9500 432</td>
<td>Maintenance of Equipment (600.00)</td>
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<tr>
<td>130 9500 432</td>
<td>Transportation (1,600.00)</td>
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<tr>
<td>130 9500 432</td>
<td>Communications 200.00</td>
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<tr>
<td>130 9500 432</td>
<td>Maintenance of Structures 1,300.00</td>
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</tr>
<tr>
<td>130 9500 432</td>
<td>Office Expense 1,500.00</td>
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</tbody>
</table>

**TOTAL NET REVENUE INCREASE/(DECREASE):** 0.00  
**TOTAL NET EXPENDITURES INCREASE/(DECREASE):** 0.00

### EXPLANATION FOR BUDGET ADJUSTMENT:
Adjustments necessary to balance accounts prior to 6/30/15 now in the negative due to unexpected maintenance repairs to hangar buildings and doors, along with limiting initial budget amounts due to anticipated cash flow.

### FUNDING SOURCE FOR INCREASES:
**EXTERNAL**  
**INTERNAL**

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**
**MUST INCLUDE A JOURNAL REQUEST FORM OR ACCOUNT BALANCE OF SOURCE FUNDS**

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

1) **DEPARTMENT HEAD:**  
   **SIGNATURE OF AUTHORIZED OFFICIAL:**  
   **DATE:**  
2) **COUNTY ADMINISTRATOR:**  
   **SIGNATURE:**  
   **DATE:**
3) **AUDITOR-CONTROLLER:**  
   **SIGNATURE:**  
   **DATE:**  
4) **BOARD OF SUPERVISORS:**  
   **SIGNATURE:**  
   **DATE:**

*AUDITOR USE ONLY BELOW THIS LINE*

### GENERAL LEDGER:

<table>
<thead>
<tr>
<th>FUND</th>
<th>BASE</th>
<th>4000/8000</th>
<th>DR</th>
<th>CR</th>
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</table>

**COMPLETED BY:**  
**SIGNATURE:**  
**DATE:**
To: Board of Supervisors
From: C. Richard Eberle, CPA, Auditor-Controller
Date: June 2, 2015
Subject: Budget Adjustment

Recommendation

Approve Budget Transfer for the Auditor-Controller's office from Salaries to Professional Services

Background

GASB 68 is required to be implemented for our county as of the 14-15 fiscal year. In order to comply with this new requirement the county needs to gather additional information related to the county's liability for future pension obligations. This information is not currently provided by our actuary.

Additionally, the Auditor-Controller, on the recommendation of our external auditors, would like to implement software to assist our auditors in performing their audits. This software would also greatly improve our ability to provide financial related reports.

Discussion

GASB 68 requires the county's liability for pension obligations to be included on balance sheet, not merely disclosed in the required supplementary information as has been the practice up to this point. Our pension provider, CalPERS, can provide us the reports we need at a cost of $2,500 per report. Yuba County uses two separate pension plans for our employee, Safety and Miscellaneous, making the cost to obtain the information on the two plans $5,000. The CalPERS plans would not exclude the employee of the Superior Courts, as PERS still considers them part of the County's pension plans. Another firm has offered to use our existing actuarial data to prepare the required information but will factor out the liabilities related to Superior Court employees at a cost of $5,000. This has the benefit of reducing the liability on our financial statements by excluding pensions obligation costs related to court employees.
The Auditor's office also seeks to provide timely and accurate financial reports and is constantly working to improve the financial information provided to county decision makers. Our external audit occupies a significant portion of our time. Software has been recommended by Gallina, LLP that would aid them in completing their audit and would also improve the Auditor's office processes for the annual audit and preparing other financial reports.

Committee Action

None necessary

Financial impact

The proposed expenditures will not increase the Auditor's budget overall for the 14-15 fiscal year. Cost savings in salaries due to delayed filling of positions will offset the costs. In ongoing costs, our costs for GASB 68 compliance will be approximately $5,000 each year to either obtain the information from PERS or use an independent contractor to compile the necessary information. The amount of $5,000 has been included in the 2015-16 Auditor's budget.

The reporting software will cost $6,650 initially and will incur annual maintenance costs of $1,300 each year after the first year.
## COUNTY OF YUBA
### AUDITOR-CONTROLLER'S OFFICE
#### BUDGET ADJUSTMENT REQUEST FORM

**FISCAL YEAR:** 2014-15

**DEPARTMENT:** Auditor-Controller

**PREPARED BY/PHONE:** RE 7878

### REVENUE APPROPRIATIONS

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Amount (INC/DEC)</th>
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<tr>
<td>101 0400 412 2300</td>
<td>Professional Services</td>
<td>11,650.00</td>
</tr>
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</table>

**TOTAL NET REVENUE INCREASE/(DECREASE):** 0.00

### EXPENDITURE APPROPRIATIONS

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Amount (INC/DEC)</th>
</tr>
</thead>
</table>

**TOTAL NET EXPENDITURES INCREASE/(DECREASE):** 0.00

### EXPLANATION FOR BUDGET ADJUSTMENT:

Adjustment to cover costs of professional services related to GASB 68 reporting and acquisition of financial reporting software. Cost increase will be covered with unused Salary appropriations due to delayed filling of approved positions.

### FUNDING SOURCE FOR INCREASES:

**EXTERNAL**

**INTERNAL**

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

### APPROVALS:

1) **DEPARTMENT HEAD:**

   Signature: [Signature]
   Date: 5/24/15

2) **COUNTY ADMINISTRATOR:**

   Signature: [Signature]
   Date: 5/24/15

3) **AUDITOR-CONTROLLER:**

   Signature: [Signature]
   Date: 5/24/15

4) **BOARD OF SUPERVISORS:**

   Signature: [Signature]
   Date: [If necessary]

### GENERAL LEDGER:

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**COMPLETED BY:**

Signature: [Signature]
Date: [Date]
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May 20, 2015

Three Rivers Levee Improvement Authority
MaryJane Grego, Chairman
Paul Bruner, Executive Director

Re: Resignation of at-large member

Dear Chairman and Executive Director:

I have considered the volume of my accounting practice over the last two years and even after taking on a partner, slowing down or retirement is not currently in the picture. It is a blessing to have a successful business, but it also gets in the way of other activities.

I have enjoyed the eight (8) years I have served on the board of TRLIA. There have been some significant infrastructure improvements in our county due to the efforts of TRLIA.

I have been increasingly embarrassed by the number of times I have been unable to attend meetings due to the pressures of my practice. This has been difficult for me because I have to choose between the activities that I enjoy. It has been a pleasure for me to have served and I will miss the opportunity of meeting with all of you, but I believe it is best for TRLIA and my sanity to resign at this time. Other than summer vacation time I will be available to serve until a replacement can be appointed.

Sincerely,

Jerome B. Crippen, Member at large

JBC/wc
June 2, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION OF AMENDMENT #1 WITH QUINCY ENGINEERING, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE SPRING VALLEY ROAD BRIDGE REPLACEMENT PROJECT

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute amendment #1 with Quincy Engineering, Inc. to extend the existing agreement and provide professional construction support assistance for the Spring Valley Road Bridge Replacement Project.

BACKGROUND:

The existing bridge along Spring Valley Road is currently rated as structurally deficient and is in the process of being replaced. The County has worked with SACOG and Caltrans to authorize funds for the construction of a replacement bridge. Funds for preliminary engineering and construction work have been authorized and we currently have an agreement with Quincy Engineering to perform engineering and support services. Construction of the bridge has been awarded and been started.

DISCUSSION:

The scope of work in the existing agreement consists of design guidance services for the bridge structure and bid support. The amendment would extend the agreement one (1) more year to cover the construction timeline and includes falsework review in the scope of work. The County will be responsible for inspection, office engineering and project management throughout construction. The contract amount will not be increased with this amendment.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The current agreement for design guidance and bid support services has a contract amount of $90,177 and this amount is not being changed with this amendment. The design and construction support for this project will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.
PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES

AMENDMENT # 1

This is the _FIRST_ amendment to the agreement, dated May 14, 2012, for Professional Civil Engineering services between the County of Yuba (COUNTY) and _Quincy Engineering, Inc._ (CONSULTANT).

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

(1) TERM,

Commencement Date: March 25, 2013

Termination Date: March 24, 2016

The term of this Agreement shall become effective on March 25, 2013, and shall continue in force and effect for a period of THREE (3) years, unless sooner terminated in accordance with the terms of this Agreement.

(2) Attachment A, SCOPE OF SERVICES AND DUTIES, Section A.1 is changed to read:

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attachment labeled Exhibit 1: Scope of Work which is made part of this agreement. The consultant shall also review and provide comment of submitted Falsework Plans and Calculations.

All other terms and conditions remain unchanged.
In witness thereof, the parties hereto have executed this Amendment #1 to the Agreement on ____________, 20__.

"COUNTY"
County of Yuba

________________________________________
Board of Supervisors

"CONSULTANT"
Quincy Engineering, Inc.

________________________
President

INSURANCE PROVISIONS APPROVED

________________________
Jill Abel,
Risk Manager

APPROVED AS TO FORM

________________________
Angil Morris-Jones
County Counsel
The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
John Fleming, Economic Development Coordinator
Russ Brown, Communications & Legislative Affairs Coordinator
Grace M Mull, Management Analyst
Teena L. Carlquist, Executive Assistant to the County Administrator
Yuba County Government Center
915 8th Street, Suite 115
Marysville, CA 95901

Phone: (530) 749-7575
Fax: (530) 749-7312
Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: June 2, 2015
TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator
BY: Grace Mull, Management Analyst
RE: Public Defender Conflict Contract Renewal

RECOMMENDATION

It is recommended that the Board of Supervisors receive summary of a cost analysis of Public Defender Contract services, not renew the 2nd Conflict Public Defender and 1st Conflict Juvenile 602 contracts and approve a three-year contract with Mr. Carl Lindmark for Juvenile 602 services.

BACKGROUND

Counties are mandated to provide indigent defense services with the costs for services paid by the General Fund. The County currently has five (5) contracts with local attorneys to provide Public Defender services, managed by the County Administrator’s Office. The contracts include the Public Defender, First Conflict, Second Conflict, Juvenile 602 and First Conflict Juvenile 602 services. The remaining conflict services are provided by Court appointed attorneys on an hourly basis.

DISCUSSION

Staff recently performed an analysis of all of the Public Defender services contracts based on average caseloads for the last three (3) years and the cost for providing the services.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Avg # New Cases</th>
<th>Annual Contract</th>
<th>Cost Per Avg Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Conflict PD</td>
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<td>$60,000</td>
<td>$1,304</td>
</tr>
<tr>
<td>1st Conflict Juv 602</td>
<td>36</td>
<td>$20,676</td>
<td>$569</td>
</tr>
<tr>
<td>Public Defender</td>
<td>3045</td>
<td>$797,688</td>
<td>$262</td>
</tr>
<tr>
<td>Juvenile 602</td>
<td>132</td>
<td>$31,608</td>
<td>$239</td>
</tr>
<tr>
<td>1st Conflict PD</td>
<td>1286</td>
<td>$117,000</td>
<td>$91</td>
</tr>
</tbody>
</table>
The current contracts for the 2nd Conflict Public Defender and the 1st Conflict Juvenile 602 expire on June 30, 2015. Based on the analysis, staff is recommending that these two contracts not be renewed for FY 2015/16. The Presiding Judge of the Yuba Superior Court has been informed of staff’s recommendation and has no objections.

By not renewing these contracts, the Superior Court will appoint Conflict Attorneys at the current hourly rate of $70/hr for Misdemeanor, $90/hr for Felony and $100/hr for Murder cases. Staff will monitor the costs throughout fiscal year 2015/16 very closely and will come back to your Board if recommended changes need to occur for FY 2016/17.

The Juvenile 602 contract with Mr. Carl Lindmark will expire on June 30, 2015. Staff is recommending that this contract be renewed for a three (3) year period from July 1, 2015 through June 30, 2018 at the current rate of $2,634 per month.

COMMITTEE

The Finance and Administration Committee reviewed this item on May 19, 2015 and recommended approval.

FISCAL IMPACT

Staff anticipates a General Fund savings of approximately $20,000 - $25,000 as a result of this action.
CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA

THIS CONTRACT is made this 2nd day of June, 2015 by and between the
COUNTY OF YUBA, a political subdivision of the State of California ("County"), and
CARL R. LINDMARK ("Attorney").

WITNESSETH

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

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

WHEREAS, Attorney represent and warrant that they are competent to render all
legal services which are required by this Contract; and

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

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

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

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

a) “Juveniles” deemed indigent by the appointing Courts who are defendants in
Juvenile 602 Welfare & Institution Code criminal cases.
b) Attorney shall perform the services of Juvenile 602 Attorney upon appointment by the Superior Court. Pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187, except Juveniles tried in Adult Court.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Paragraph 1.0 and shall provide daily representation in the departments of the Superior Courts of Yuba County. Attorney shall be full-time attorney and shall also provide secretarial and other personnel and, except as may otherwise be proved herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

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

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

a) any time in which the Superior Court is in operation;

b) any time when client representation is required;

c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or

d) when case activity is occurring.
B. CHANGE OF VENUE

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

a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney’s Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for each mile driven in the individual’s privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

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

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

C. ADDITIONAL SERVICES

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

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.
b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

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

D. SPECIAL COUNSEL

5.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

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

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

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

D. OTHER EXPENSES

6.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or Court order is not an additional charge against the County.
In addition, Court or County shall pay for Attorney’s investigator per ex-parte Order being submitted and approved by the Court which may be necessary for competent and adequate representation of defendants.

E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

a) YEAR ONE: From July 1, 2015 to June 30, 2016, County shall pay Attorney at the rate of Two Thousand, Six Hundred, Thirty Four Dollars ($2,634.00) each month, in arrears, through and including June 2016.

b) YEAR TWO: At the rate of Two Thousand, Six Hundred, Thirty Four Dollars ($2,634.00) each month, in arrears, through and including June 2017.

c) YEAR THREE: At the rate of Two Thousand, Six Hundred, Thirty Four Dollars ($2,634.00) each month, in arrears, through and including June 2018.

d) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Prior to receiving payment, Attorney shall, five (5) working days prior to the thirteenth (13th) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein. Attached to the claim, the Attorney shall submit a monthly report for the prior month indicating the number of new assignments or appointments, and the number of cases closed that month.

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

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

g) Attorney and County agree that the parties have the option to meet at the request of either party during the term of this contract to evaluate Attorney’s current caseload and costs to determine if a rate adjustment is appropriate.

F. COPY MACHINE

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

G. AVOIDANCE OF CONFLICTS

9.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

9.1 County expressly acknowledges that Attorney has also contracted with the Court to provide legal services and representation to indigent parties in Welfare and Institutions Code section 300 cases. This contract does not prohibit Attorney from providing such legal services and representation, and Attorney will not be in breach of this contract if he continues to provide legal services and representation to indigent parties in Welfare and Institution Code section 300 cases.

H. INDEMNIFICATION

10.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits of
Five Hundred Thousand Dollars ($500,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate per policy year regarding Attorney liability for professional malpractice, which policy shall name County as an additional insured. The parties agree that this Contract does not create the relationship of attorney and client between Attorney and County. Attorney agrees to defend, indemnify and hold harmless County, its agents, servants, officers, and employees, against any and all costs, attorney’s fees, expenses and all loss and liability which County may incur by reason of any suit, action, claim or proceeding, whether meritorious or otherwise, occasioned wholly or in part by any act or omission of Attorney, his associates, law partners, or employees, as required herein, in the performance of legal services hereunder, or by reason of breach of this Agreement by Attorney.

10.1 Attorney shall obtain and maintain in effect during the term of this Contract Public Liability and Property Damage Insurance in the amount of $300,000.00 Combined Single Limit. Certificates of such insurance, naming the County as an additional insured shall be filed with the County’s Risk Manager within thirty (30) days of the execution of this Contract.

I. INDEPENDENT CONTRACTOR

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

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

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County’s control with respect to the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

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

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

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County’s pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County’s employees.
f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

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

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

J. CONTINUATION OF REPRESENTATION

12.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing Juvenile 602 Attorney Services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor Juvenile 602 Attorney.

K. TERMS AND TERMINATION

13.0 This Contract shall take effect July 1, 2015 and shall continue until June 30, 2018. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or
suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

13.1 Attorney shall have an option to renew the Contract for a term equal to the original term. Attorney shall inform the County of Attorney’s desire to renew the Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

13.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of Juvenile 602 Attorney Services to continue at the conclusion of this Agreement.

L. COST OF SUIT

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

M. ENTIRE AGREEMENT AND AMENDMENT

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

N. ASSIGNMENT

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

O. NOTICE

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

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

ATTORNEY: Carl R. Lindmark
500 Olive Street
Marysville, CA 95901

P. STANDARDS OF REPRESENTATION

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

Q. INTERPRETATION OF AGREEMENT

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

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

Donna Stottlemeyer,
Clerk of the Board of Supervisors

APPROVED AS TO FORM

Angi Morris-Jones,
County Counsel

COUNTY OF YUBA

Mary Jane Griego, Chairman
Board of Supervisors

ATTORNEY

Carl R. Lindmark
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Board Memo

To: Board of Supervisors
Fr: Scott Bryan, Emergency Operations Manager
    Holly Powers, Emergency Operations Planner
Re: Proclaim the existence of a local emergency in the County of Yuba
Date: June 2, 2015

Recommendation:
The Board of Supervisors adopt a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

Background:
On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on May 5, 2015.

Discussion:
With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:
No committee action was taken due to time constraints.

Fiscal Impact:
There is an unknown impact to the general fund as of this date.
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 DROUGHT
EMERGENCY IN THE COUNTY OF
YUBA.

RESOLUTION NO. ______________

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a
local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20;
and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba
due to the statewide drought; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the
aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local
emergency due to a statewide drought; and
NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

__________________________
APPROVE AS TO FORM:
COUNTY COUNSEL

Page 2 of 2
TO:        Board of Supervisors
FROM:  Jill Abel, Human Resources Director
DATE:   June 2, 2015
SUBJECT: Amend the County’s Basic Salary Schedule

RECOMMENDATION
Adopt the resolution to amend the Classification System – Basic Salary/Hourly Schedule.

DISCUSSION
The County has several departments that would benefit from a supervisory position responsible for supervising clerical and/or technical staff assigned to support a particular County program. Instead of creating several department specific positions to serve a similar function, it is in the County’s best interest to create one broad classification that can be used as needed in each department.

Currently the County has a Countywide Administrative and Accounting Supervisor position, but it is limited to the supervision of primarily accounting related positions. Positions that provide clerical and/or technical support for a County program(s) require a supervisor dedicated to that program. Creating a Support Services Supervisor would fill that need.

COMMITTEE
This item has bypassed committee due to your Board’s approval of the funding as part of the mid-year budget process and sensitivity of getting these positions in place in Health and Human Services.

FISCAL IMPACT
This action is administrative only.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

) ) )

RESOLUTION NO. ___________

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective June 1, 2015.

ADD:

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Unit</th>
<th>BASE: STEP A</th>
<th>HOURLY</th>
<th>OT Code</th>
<th>WC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSSU</td>
<td>Support Services Supervisor</td>
<td>5</td>
<td>3,284</td>
<td>18.95</td>
<td>N</td>
<td>8810.1</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the
day of __________, 2015 by the following votes:

AYES: ____________________________________________
NOES: ____________________________________________
ABSENT: _________________________________________

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: ________________________________

By: ________________________________
May 20, 2015

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Transfer of unclaimed monies to the general fund

RECOMMENDATION:
Approve the transfer of the following unclaimed monies to the County general fund as per government code section 50055.

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prisoner Fund</td>
<td>2,701.99</td>
</tr>
<tr>
<td>Sheriff Disbursement</td>
<td>27.88</td>
</tr>
<tr>
<td>Unsecured Holding Trust</td>
<td>431.01</td>
</tr>
<tr>
<td>Refund Transfer Trust</td>
<td>162.82</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,323.70</strong></td>
</tr>
</tbody>
</table>

BACKGROUND:
Section 50055 et seq. of the government code addresses itself to monies that have remained unclaimed in the County Treasury for a period in excess of three (3) years. A list of unclaimed monies for all County departments, Special and School Districts was compiled and published once a week for two (2) consecutive weeks in the Appeal Democrat on 4/3/2015 and 4/10/2015 per code requirements.

DISCUSSION:
No inquiries or claims have been filed on the unclaimed monies. These funds will become the property of the County of Yuba as of 6/1/2015.

FISCAL IMPACT: Increase to the County general fund of $3,323.70.

FINANCE & ADMINISTRATION COMMITTEE:
Do to routine in nature by passed committee.
JUNE 2, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: AGREEMENT WITH DEPARTMENT OF AGRICULTURE, TAHOE NATIONAL FOREST

RECOMMENDATION:
Approve and sign the agreement with the U.S. Forest Service to provide law enforcement services to fight controlled substances on U.S. forestland.

BACKGROUND:
This is an annual agreement, which has been in effect for many years, and requires Board of Supervisors approval to provide law enforcement services on a reimbursable basis. The Sheriff’s Department provides controlled substance support, in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of $5,000 for controlled substances.

DISCUSSION:
The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreement. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

FISCAL IMPACT:
None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff’s Department.

COMMITTEE ACTION:
Due to the routine nature of the request, this item was placed directly on the Board of Supervisor’s agenda.
EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN & FINANCIAL PLAN
Between The
YUBA COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2015 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "YCS," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11051360-003 executed on August 14, 2013. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Unexpended Funds: $0.00
Current FY-15 Year Obligation: $5,000
FY-2015 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven L. Durfor, Sheriff</td>
<td>Michelle Manning, Financial Manager</td>
</tr>
<tr>
<td>Yuba County</td>
<td>Yuba County</td>
</tr>
<tr>
<td>215 5th Street, Suite 150</td>
<td>215 5th Street, Suite 150</td>
</tr>
<tr>
<td>Marysville, CA 95901-5737</td>
<td>Marysville, CA 95901-5737</td>
</tr>
<tr>
<td>Telephone: 530-749-7779</td>
<td>Telephone: 530-749-7732</td>
</tr>
<tr>
<td>FAX: 530-742-6286</td>
<td>FAX: 530-749-7352</td>
</tr>
<tr>
<td>Email: <a href="mailto:sudurfor@co.yuba.ca.us">sudurfor@co.yuba.ca.us</a></td>
<td>Email: <a href="mailto:mmanning@co.yuba.ca.us">mmanning@co.yuba.ca.us</a></td>
</tr>
</tbody>
</table>
II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV-I of Agreement No. 12-LE-11051360-003, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The U.S. Forest Service agrees:

1. To reimburse YCS for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

2. To reimburse YCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:

a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.

b. Apprehension of persons suspected of producing or trafficking controlled substances.

c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.

d. Prosecution of persons suspected of producing or trafficking controlled substances.

3. To reimburse YCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: YCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service.

4. To reimburse YCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. YCS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.

b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.

c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The U.S. Forest Service and YCS mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to YCS under this agreement;

   - Salary(base) $36.00 per hour
   - Salary(overtime) $54.00 per hour
   - Per diem costs $39.00/ME&I + 60.00 Lodging
   - Helicopter flight time Actual documented costs
   - Supplies or equipment Actual documented costs

   (copies of purchase must be provided for reimbursement)

2. The total expenditures of YCS that may be reimbursed may not exceed $5,000. The total expenditures for item A.4 may not exceed 10% of the total allocation.

3. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.

III. BILLING FREQUENCY:

YCS will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

a. Mail copies of itemized billing statements (Attachment A) to:
b. **Send hard copy invoices to:**
   
   U.S. Forest Service  
   Albuquerque Service Center  
   Payments – Grants & Agreements  
   101 B Sun Ave NE  
   Albuquerque, NM 87109  
   
   Or fax to: (877) 687-4894  
   Or e-mail scanned invoice to: ASC_GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2015 in order to receive payment.

d. **Annually update the registration of the County Sheriff’s DUNS# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.**

**Job Code:** NFLE0515  1360  $5,000
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

County Grants and Agreements Specialist

STEVEN L. DURFOR, Sheriff
YUBA County

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

MARY JANE GRIEGO, CHAIRPERSON
YUBA County Board of Supervisors

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement has been reviewed and approved for signature.

CONSTANCE ZIPPERER
U.S. Forest Service, Pacific Southwest Region
Grant Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice) and TDD.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
JUNE 2, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: AGREEMENT WITH DEPARTMENT OF AGRICULTURE, TAHOE NATIONAL FOREST

RECOMMENDATION:
Approve and sign the cooperative agreements with the U.S. Forest Service to provide campground patrols on U.S. forestland.

BACKGROUND:
This is an annual agreement, which has been in effect for many years, and requires Board of Supervisor’s approval to provide law enforcement services on a reimbursable basis. The Sheriff’s Department provides campground patrols in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of $7,000 for campground patrols.

DISCUSSION:
The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreements. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

FISCAL IMPACT:
None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff’s Department.

COMMITTEE ACTION:
Due to the routine nature of the request, this item was placed directly on the Board of Supervisor’s agenda.
EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN & FINANCIAL PLAN
Between The
YUBA COUNTY SHERIFF’S DEPARTMENT
And the
USDA, FOREST SERVICE
TAHOE AND PLUMAS NATIONAL FORESTS

2015 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff’s Department, hereinafter referred to as “the Cooperator,” and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #12-LE-1105-1360-003 executed on October 5, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

FY2015 Total Annual Operating Plan: $7,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Durfor</td>
<td>Beckie Howard</td>
</tr>
<tr>
<td>Sheriff, Yuba County</td>
<td>Yuba County Sheriff’s Office</td>
</tr>
<tr>
<td>Yuba County Sheriff’s Office</td>
<td>215 5th Street – Suite 150</td>
</tr>
<tr>
<td>215 5th Street – Suite 150</td>
<td>Marysville, CA, 95901</td>
</tr>
<tr>
<td>Marysville, CA, 95901</td>
<td>Telephone: 530.749.7731</td>
</tr>
<tr>
<td>Telephone: 530.749.7779</td>
<td>Email: <a href="mailto:bhoward@co.yuba.ca.us">bhoward@co.yuba.ca.us</a></td>
</tr>
</tbody>
</table>
B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

- Salary (base) $35.00 per hour, $45.00/with mileage
- Salary (overtime) $52.50 per hour, $62.50/with mileage
- Per diem costs $39.00/m&ie + $65.00/lodging,

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives

1. Patrol in the following campgrounds, developed sites, or dispersed areas:
Cooperator agrees to make patrols through the campgrounds and areas of concentrated use, including but not limited to the high use areas of Hornswoggle, Schoolhouse, Dark Day, and Oregon Creek. Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

**Total reimbursement for this category shall not exceed the amount of: $7,000.00**

B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.
The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

III. EQUIPMENT AND SUPPLIES:
See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator’s resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify
times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before December 31, 2015.

a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing
Law Enforcement & Investigations
631 Coyote Street
Nevada City, CA 95959

b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service
   Albuquerque Service Center
   Payment – Grants and Agreements
   1001 B Sun Ave NE
   Albuquerque, NM 87109

2. Or FAX to: 877.687.4894 – Attn: Payments, Grants and Agreements
3. Or e-mail scanned invoice to: asc_g&a@fs.fed.us

NOTE: Annually update the Central Contractors Registration (CCR) of the County Sheriff's DUNS# on the CCR website at www.ccr.gov for the verification of the Electronic Funds Transfer (EFT) banking information.

A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated Costs</th>
<th>Not to Exceed by %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Activities</td>
<td>$7,000.00</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment and Supplies</td>
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<td></td>
</tr>
<tr>
<td>Dispatch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Enforcement Situations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$7,000.00</td>
<td></td>
</tr>
</tbody>
</table>

B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-D.
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE DURFOR, Sheriff
Yuba County

MARY JANE GRIEGO, Chairman
Yuba County Board of Supervisor

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

DON HOANG, Acting Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

CONSTANCE ZIPPERER, Grants Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STEVE DURFOR, Sheriff
Yuba County

Date

MARY JANE GRIEGO, Chairman
Yuba County Board of Supervisor

Date

TOM QUINN, Forest Supervisor
U.S. Forest Service, Tahoe National Forest

Date

EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest

Date

DON HOANG, Acting Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for
signature.

CONSTANCE ZIPPERER, Grants Management
Specialist U.S. Forest Service, Pacific Southwest Region

Date

23 April 2015

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Greetings,

I am writing to inquire about scheduling an item of importance for an upcoming agenda at a Board of Supervisors meeting. Two months ago we submitted some informational packets regarding our desire to work with the Board on developing an ordinance that allows for medical cannabis dispensaries and access for the Yuba County citizens to safe and effective cannabis medicines. We then sent out an invite to tour our facilities in Sacramento. To date we have not received any correspondence or commentary from your office or any Yuba County officials.

As stated in our previous communications, we are prepared to put this matter up for special election. We have spent the last two months developing language and are prepared to submit it to Yuba County elections for approval in coming weeks. We would love the opportunity to first present this to the Board of Supervisors to possibly find a less costly action for both us, and for the County. We are aware special elections can be quite costly, and if we could present our proposed ordinance to the Board, it may be possible to enact a compromise without the need for that.

Please let me know if there is an upcoming date in the near future where this might be a possibility. The language will be filed with elections by the end of May, and if we do not hear back we will begin collecting signatures and bring the matter up in public comment at an upcoming meeting. Please advise.

Thanks for your time and consideration on this matter. We look forward to discussing mutual goals.

Regards,
Mickey Martin
RCP Community Liaison
Greetings,

Thank you for returning my inquiry about presenting an item for agenda at an upcoming Board of Supervisors meeting. We are submitting the requested information as per our phone conversation. Attached is a working draft the proposed language of a ballot initiative we are going to file with County Elections. The language will likely have minor changes made before being filed in coming weeks. Our goal is to present our language to the Board in hopes of finding a resolution beyond a costly special election, and to make our intentions known publicly to the community. We look forward to presenting at the June 2nd meeting if possible, or the first meeting thereafter. Please do let us know as soon as possible when the matter is scheduled. We appreciate your time and consideration.

Regards,
Mickey Martin
RCP Community Liaison

Below is the additional information requested:

**Background Information:**

- In early February our organization presented binders to the entire Board of Supervisors regarding opening a medical cannabis dispensary in the County. We did not receive any response from the Board or County staff.
- On February 20th we sent out email invitations to tour the facilities of RCP Sacramento, the City of Sacramento’s largest medical cannabis dispensing collective. We also received no response to this communication from the Board or County staff.
- We have spent the last several months developing language that would provide sound framework for medical cannabis dispensaries in Yuba County. We have worked with local patients and caregivers who would benefit from such a program and have done surveys in and around Yuba county that showed high levels of support for a well-regulated dispensary system in the County. We are currently in the final drafting phases of the *Patients Access to Regulated Marijuana Act of 2015*, which we will be filing shortly upon finalization of the language. The most current draft is attached for review.
- Our organization is requesting on this day of May 20, 2015 an opportunity to present our language and findings at an upcoming Board of Supervisors meeting, preferably on the evening of June 2, 2015.
- We would also like to offer the opportunity to meet with our team to all County Supervisors and staff at a time of mutual convenience.

**Who will be making the presentation?**

- Mickey Martin - RCP Community Liaison and Author of the book Medical Marijuana 101
- Committee for Safe Patient Access to Regulated Cannabis Members
- Yuba County Patients and Advocates
- Local Proponents for Proposed Initiative
• CSPARC Legal Staff

Time needed for presentation?

• 15-20 minutes

We look forward to discussing mutual goals. Thanks for your timely response on this matter.
FULL TEXT OF MEASURE

The Patients Access to Regulated Medical Cannabis Act of 2015

The People of the County of Yuba do hereby enact as follows:

The Patients Access to Regulated Medical Cannabis Act of 2015

Section 1 Title

This initiative shall be known and may be cited as The Patients Access to Regulated Medical Cannabis Act of 2015

Section 2 Findings and Declarations

The People of the County of Yuba find all of the following to be true:

a. In 1996, California voters approved Proposition 215 which was entitled the “Compassionate Use Act of 1996. The people of the State of California declared that their purpose in enacting the measure was “to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief.”

b. Proposition 215 called for plans to implement the “safe and affordable distribution of cannabis to all patients in medical need of cannabis.”

c. Cannabis is the scientific term for “marijuana” and shall be used in the language of this Act and in all matters that address the medical application of the plant.

d. We strongly support the right of patients to use medical cannabis in accordance with the recommendation or approval of a licensed physician in good standing with the Medical Board of California.

e. We strongly oppose law enforcement resources being used to arrest, prosecute, and incarcerate qualified patients who use and provide medical cannabis in accordance with the Compassionate Use Act (California Health and Safety Code 11362.5) and State Bill 420 (California Health and Safety Code 11362.7 et. al)

f. Access to medical cannabis should occur in a safe and orderly manner to protect patients and the community. The absence of controlled dispensing organizations results in patients being forced to obtain their medicine in the illicit market, or incurring hardship and expense of from traveling great distances to obtain their medicine from outside their community.

g. In the absence of meaningful state regulation, local governments must adopt policies and regulations to protect their communities and their resident patients’ ability to safely access their medicine.

h. According to the California State Board of Equalization, medical cannabis organizations contribute between $50 and $100 million dollars in sales tax to the State of California annually, and provide
employment to thousands of California residents. Local municipalities have passed special business
tax rates for medical cannabis businesses which provide revenue that can be used to fund much
needed services such as public safety, education, and healthcare.

i. The people of the County of Yuba further find and declare that we enact this initiative pursuant to the
powers reserved to the State of California, the County of Yuba, and its people under the Tenth
Amendment to the United States Constitution.

Section 3 AMENDMENTS TO YUBA COUNTY MUNICIPAL CHARTER TITLE 6
BUSINESS LICENSES AND REGULATION

Title 6 Business Licenses and Regulation of the Yuba County Charter is hereby amended to read:

Chapter 6.80 Regulations of Medical Cannabis Businesses

6.80.010 Purposes

The purpose of this chapter is to implement California Health and Safety Code Sections 11362.5 and
11362.7-11362.83, known respectively as the Compassionate Use Act of 1996 and the Medical Marijuana
Program; and to impose limitations on the location of facilities lawfully used for the processing, storage
and dispensing of cannabis, other than the cultivation or possession by an individual qualified patient or
caregiver at the patient or caregiver’s home. The Compassionate Use Act is the state law removing state
law penalties for qualified patients, and those patients’ primary caregivers, for possession and cultivation
of a personal amount of medical cannabis for qualified patients. The Medical Marijuana Program Act is
the state law that allows qualified patients and caregivers to collectively or cooperatively cultivate their
medical marijuana. The purpose of this chapter is also to enact reasonable business and zoning limitations
or other restrictions applicable to the cultivation and distribution of medical cannabis based on the needs
of Yuba County and its residents. This chapter is intended:

a. To fulfill the purpose of the Compassionate Use Act to “implement a plan for the safe and affordable
distribution of cannabis to all patients in medical need of cannabis” in accord with the Medical
Marijuana Program Act to provide a well regulated program for patients and caregivers acting
collectively or cooperatively to cultivate and obtain their marijuana.

b. To help ensure that seriously ill residents of Yuba County can obtain and use cannabis for medical
purposes where that medical use has been deemed appropriate and recommended or approved by a
physician who has determined the patient’s health would benefit from the use of cannabis in the
treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraines, or any
other serious illness or condition for which cannabis provides relief.

c. To create a mandatory licensing administrative process for a limited number of medical cannabis
dispensaries to serve qualified patients in Yuba County in accordance with state law. Nothing in this
Chapter purports to permit activities that are otherwise illegal under State or local law. Nor shall any
provision of this Chapter be deemed, whether directly or indirectly, to prohibit any act or acts which
are prohibited by any law of the state, or local municipality in Yuba County.

d. To protect citizens from the adverse impacts of irresponsible or illicit medical cannabis distribution,
handling, and storage.
e. To provide additional revenue to the County of Yuba for use in the areas of public safety, education, and healthcare.

f. To impose further limitations on medical marijuana dispensaries beyond those imposed under the Medical Marijuana Program Act.

6.80.020 Definitions

a. “Board” means the California State Board of Equalization.

b. "Cannabis" means "marijuana" as defined in Health and Safety Code Section 11018 and "concentrated cannabis" as defined in Section 11006.5.

c. “Collector” means the Treasurer and Tax Collector’s Office for the County of Yuba.

d. “County” means the County of Yuba.

e. “Licensed dispensary” means any person licensed as a medical cannabis dispensary by the Treasurer and Tax Collector’s Office pursuant to this division.

f. “Licensee” means any person licensed by the County Treasurer and Tax Collector’s Office as a medical cannabis dispensary.

g. “Location” means the lot, or parcel, or portion of a lot or parcel that is used by a medical cannabis dispensary

h. "Medical cannabis" means cannabis that is grown, produced, and sold pursuant to the provisions of this chapter and California Health and Safety Code Sections 11362.5 and 11362.7-11362.83, including all infusions of cannabis products containing the active ingredients of the cannabis plant.

i. “Medical cannabis dispensary” means any organization operating in a facility, building, structure or location, other than a private residence where medical cannabis is grown for personal use and not for sale, where medical cannabis is processed, stored, transferred and/or dispensed to facilitate transactions amongst its membership in a retail setting, where a Seller’s Permit is required by the State Board of Equalization, composed of individuals who are qualified patients or designated primary caregivers of qualified patients (individually and collectively referred to as "member(s)") who associate collectively or cooperatively to facilitate the cultivation of medical cannabis, in accordance with California Health and Safety Code Sections 11362.5 and 11362.7-11362.83.

j. “Medical cannabis transfers” means:
   1. The transfer of medical cannabis from a primary caregiver to that primary caregiver's qualified patient for such consideration as is sufficient to reimburse that primary caregiver for the primary caregiver's out-of-pocket expenses and for the primary caregiver's services; or
   2. Transfers of medical cannabis among qualified patients or primary caregivers facilitated through an association of those qualified patients and primary caregivers who are operating as a dispensary, cooperative or collective.

k. “Overhead Expenses” means all expenses incurred by the dispensary including accounting, advertising, cultivation materials and equipment, depreciation, insurance, legal fees, mortgage
payments, rent, repairs, supplies, taxes, utilities, volunteer compensation and reimbursements, wages, fees paid to comply with the requirements of this Chapter, and any other cost associated with the operations of the dispensary.

l. "Person" includes any individual, cooperative, firm, co-partnership, joint adventure, association, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular number.

m. "Playground" means any outdoor facility (including any parking lot appurtenant thereto) intended for recreation, open to the public, and with any portion thereof containing three or more separate apparatus intended for the recreation of children including, but not limited to, sliding boards, swing sets, and teeterboards.

n. “Restricted access area” means a building, room or other contiguous area upon the premises of a licensed dispensary where medical cannabis is stored, weighed, displayed, processed, packaged, sold or possessed for dispensing to qualified patients.

o. “Retail dispensing” means the transfer of cannabis and goods or merchandise containing cannabis between qualified patients or caregivers from a physical location where it is necessary to obtain a Seller’s Permit from the State Board of Equalization.

p. “School” refers to learning institutions serving K-12 student populations.

q. “Youth Oriented Facilities” means any zoned location where the sole purpose is for activities solely for youth under 18 years of age.

Section 4  General Provisions

6.80.030  Medical cannabis dispensaries

a. Pooling of Resources Recognized. The County of Yuba recognizes that some qualified patients may not have primary caregivers and also may not be able to undertake all the physical activities necessary to cultivate cannabis for personal medical use. Accordingly, this section recognizes that qualified patients may join together with or without primary caregivers to form medical cannabis dispensaries for the purpose of acquiring cannabis in a retail setting, or cultivating and manufacturing medical cannabis solely for the personal medical use of the members who are qualified patients. The County recognizes that not all members of medical cannabis dispensaries will perform the same tasks or contribute to the collective in an equal manner. Accordingly, medical cannabis dispensaries are free to decide how to best pool their resources and divide responsibilities in cultivating medical cannabis for the personal medical use of their members who are qualified patients.

b. Restriction on Membership. Membership in a medical cannabis dispensary must be restricted to qualified patients and primary caregivers. However, primary caregivers shall not be allowed to obtain cannabis for their own personal use unless they are also a qualified patient. Qualified patients must be verified through personal contact of the recommending physician (or his or her agent). The medical cannabis dispensary must also verify the identity of the physician, as well as his or her licensing status. Members are required to agree in writing to not distribute marijuana to non-members; and not to use cannabis obtained from the dispensary for non-medical purpose. Membership records must be maintained, and photocopies must be kept of physician recommendations and/or identification card for all patients with their membership records. Medical cannabis dispensaries must track when
members' physician recommendation expires, and enforce conditions of membership by excluding persons whose physician recommendations are invalid or expired; or who are caught diverting cannabis for non-medical use.

c. Restriction on Distribution to Non-Members. Medical cannabis dispensaries formed as collectives or cooperatives and each member thereof, shall not sell, barter, give away, or otherwise distribute cannabis obtained through the medical dispensary to non-members.

d. Restriction on Holding a Liquor License. A licensed dispensary shall not hold or maintain a liquor license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or sell any alcoholic beverages.

e. Amount of Dried Cannabis and Plants. Medical Cannabis Dispensaries may possess a reasonable quantity of dried cannabis and cannabis plants to meet the needs of their patient members. Medical cannabis dispensaries shall not accumulate more cannabis than is necessary to meet the personal medical needs of their Qualified Patients.

f. Medical cannabis dispensaries are required to submit a Mandatory License Application to the Treasurer and Tax Collector's Office.

g. One (1) medical cannabis dispensary per 20,000, or fraction thereof, residents of Yuba County shall be registered, calculated and determined by the last Federal Census or as determined by the latest population estimate of the Department of Finance of the State of California. No more than one licensed dispensary may operate within any single Board of Supervisors District to assure access is spread evenly throughout the County, unless there is at least one licensed dispensary operating in every District. The Yuba County Board of Supervisors may increase, but not decrease, the number of medical cannabis dispensaries allowed in the County, in its discretion, at any time by resolution should need arise, or certain portions of the population are underserved.

h. A separate supplemental sales and use tax of a maximum rate of three percent (3%) is hereby imposed upon the retail dispensing of medical cannabis in Yuba County. This tax is not to be considered an excise tax on medical cannabis, nor shall any other excise taxes be imposed on medical cannabis sales.

i. Every medical cannabis dispensary, as defined in 6.80.020 of this Chapter shall pay an annual supplemental sales and use tax as follows:

1. On and after January 1, 2016, three percent (3%) of each dollar of gross receipts for the reporting period.

2. Notwithstanding the tax rate imposed in subsection i.1, the Yuba County Board of Supervisors may, in its discretion, at any time by resolution implement any lower tax rate it deems appropriate, and may by resolution increase such tax rate from time to time, not to exceed the maximum tax rate established under subsection i.1, nor shall it impose any excise taxes.

j. A person whose medical cannabis dispensary has been licensed or deemed licensed shall not be subject to arrest, prosecution, or other criminal, civil, or administrative sanctions under state or local law for the sale, possession, processing, manufacturing, lab testing, transportation, delivery, distribution, administration or cultivation of medical marijuana conducted pursuant to the provisions of this article. Persons using marijuana medicinally pursuant to Section 11362.5 are entitled to the
same rights and protections from civil and criminal liability as users of prescription drugs under California law.

6.80.040 Requirements for Medical Cannabis Dispensary License

a. It shall be unlawful for any person to act as a medical cannabis dispensary without a license for the location at which retail medical cannabis dispensing is to occur. No person will be licensed for retail dispensing of medical cannabis at other than a fixed location. No license will be allowed for retail dispensing of medical cannabis from vehicles.

b. Nothing in this chapter shall be construed to grant any Licensee any status or right other than the right to be licensed to operate a medical cannabis dispensary. Nothing in this chapter shall be construed to render inapplicable, supersede or apply in lieu of any other provision of applicable State of California law.

c. The provisions of this chapter are in addition to normal business licensing requirements set forth by the County. A licensed medical cannabis dispensary shall be subject to the requirements of both the Yuba County Treasurer and Tax Collector’s Office standard business licensing requirements and this chapter.

6.80.050 Application Process

All applications for a medical cannabis dispensary license shall be submitted to the Treasurer and Tax Collector in the name of each person proposing to operate a medical cannabis dispensary and shall be signed by each person or an authorized agent thereof. The application shall be in a form prescribed by the Treasurer and tax Collector, including, but not limited to, the following information:

a. The name, address and telephone number of the applicant.

b. The business name, address and telephone number of the fixed location for which a license is sought.

c. A complete description of the type, nature and extent of the enterprise to be conducted, with evidence to the Treasurer and Tax Collector that the enterprise is a valid organization as defined by applicable California law. A summary of the applicable law is detailed in the “California Attorney General Guidelines For the Security and Non-Diversion of Marijuana Grown for Medical Use and California State Law” authored in 2008 by Attorney General Edmund Brown.

d. A plan of operations that will describe how the dispensary will operate consistent with State law, the provisions of the Chapter, and the California Attorney General Guidelines For the Security and Non-Diversion of Marijuana Grown for Medical Use, including but not limited to:

1. Controls to verify membership in the medical cannabis dispensary to ensure medical cannabis will only be dispensed to qualified patient members and their primary caregivers;
2. Controls to acquire, possess, transport, and distribute cannabis to and from its members, and plans to ensure marijuana is accessed as part of a closed-circuit of cannabis cultivation and consumption.

3. Accounting procedures to ensure that the medical cannabis dispensary is operating consistent with California state law.

4. Planned employment practices.

e. A security plan, as a separate document, outlining the proposed security arrangement for ensuring the safety of persons and to protect the premises from theft. Security plans shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

f. Whether or not the owner of the enterprise has previously been licensed as a medical marijuana dispensary pursuant to this chapter that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.

g. Such other information as either the Applicant, or the Treasurer and Tax Collector deems necessary for the administration or enforcement of this chapter.

h. The Treasurer and Tax Collector will make available to the public a special Medical Cannabis Dispensary Mandatory License Application thirty (30) days following the effective date of this Act and will notice its availability on the County's website. Applicants will then have sixty (60) days from the time when the application is made public to submit completed applications. The Treasurer and Tax Collector will then have sixty (60) days from that deadline to inform applicants by certified mail if their license has been approved or denied.

6.80.060 Issuance and Renewal of License

a. Upon the receipt of an application for a license, the Treasurer and Tax Collector shall license the medical marijuana dispensary unless:

1. The application is incomplete or inaccurate; or an applicant has failed to provide information reasonably necessary for completion of license or has knowingly answered a question or request for information falsely on the application form.

2. An applicant or any of its officers, directors, or stockholders has been convicted of a violent felony, or felony involving fraud or deceit, in the last ten years.

3. An applicant is employing, assisted by, or financed in whole or in part by any person who has been convicted of a violent felony, or felony involving fraud or deceit, in the last ten years.

4. The application seeks a license for a medical cannabis dispensary at a location that is within 1,000 ft. of a public or private school grades K-12, park that contains a playground, or youth-oriented facility; or an address that is not in a commercial or industrial zone, or its equivalent as may be amended, by the County.

5. The application is for a medical cannabis dispensary at a location that a license is currently suspended, has been revoked, or is subject to suspension or revocation proceedings for violation of
any of the provisions of this chapter; provided, however, this subparagraph shall not constitute a basis for denial of a license if either or both of the following apply:

A. The applicant provides the County with documentation demonstrating that the applicant had acquired or is acquiring the premises or business in an arm’s length transaction. For the purposes of this subparagraph, an “arm’s length transaction” is defined as a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this chapter that occurred at the location, is presumed not to be an “arm’s length transaction”;

B. It has been more than five years since the most recent license for that location was revoked;

6. The application seeks a license for a medical cannabis dispensary that is unlawful pursuant to this Code, or that is unlawful pursuant to any other local or state law; or,

7. The Treasurer and Tax Collector has information that the applicant or his or her agents or employees have violated any local, state or medical cannabis control law at the location for which the license or renewal of the license is sought within the preceding thirty-day (30) period, except where section 6.80.130 (b)(1) is applicable.

8. No State of California Seller’s Permit has been granted for the organization.

9. An applicant is under twenty-one years of age.

10. An applicant is a licensed physician making patient recommendations.

11. An applicant, or the medical cannabis facility location for which the applicant is applying for license, fails to meet the requirements of this chapter.

12. The Collector will license medical cannabis dispensaries as he or she, in his or her discretion, determine will best promote the public interest, however, the Collector will fill all available slots for licenses from the pool of eligible applicants. The public interest shall be deemed best promoted by the apportionment of services in a manner which assures the most comprehensive, reliable and professional services. In determining what best promotes the public interest, the Collector shall consider such factors as the economics of medical cannabis dispensaries; the benefits, if any, of competition; the socio-economic composition of the population served; the geographic population distribution; the medical cannabis dispensary service capacity possessed by license applicants; and the capital investment required to provide medical cannabis dispensing services. In the event there are more applications for licenses to operate dispensaries than the limitation in subdivision (a) of this section allows, the qualified applicant or applicants to whom is/are licensed shall be selected by the Tax Collector based on his or her discretion as to which applicant would least impact the peace, order and welfare of the public. Once all available licenses have been issued to applicants, no applications will be accepted or considered until such time as an additional licenses becomes available. When an additional license becomes available, applications will then be taken and will be considered as provided herein upon the timely filing of a new application therefore. For purposes of this subdivision of this section, the unrevoked, valid, and unexpired license of a Licensee who has filed a timely application for renewal of the license is not considered an additional license available until the renewal application has been denied and the appeal thereof, if any, has become final.
b. Licenses shall be valid for two years and an application for renewal must be filed not later than thirty (30) days prior to the expiration of the license, but no earlier than sixty (60) days prior to the expiration of the license. Unless revoked on an earlier date, all licenses shall expire two years after the date of being issued. A license may be renewed for additional periods of two years by submitting an application to the Treasurer and Tax Collector and payment of the applicable license fee; provided, however, a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings shall not be renewed. The renewal application and license fee shall be submitted at least thirty (30) days, but not more than sixty (60) days, prior to the expiration of the current valid license. The applicant shall follow all of the procedures and provide all of the information required by Section 6.80.050. The Treasurer and Tax Collector shall process the application according to the provisions of this section. Provided that an application is made within the time period required by this subdivision, a Licensee may continue the sale of medical cannabis products pending a determination of the Treasurer and Tax Collector to renew or disapprove the license.

c. Where the Treasurer and Tax Collector does not approve a license or renewal of a license, the procedures for denial, including appeals therefrom shall apply.

6.80.070  Display of License Information and Public Health Information

a. Each licensee shall prominently display in a publicly visible location at the licensed premises a license issued by the Treasurer and Tax Collector's Office stating that they have been license by Yuba County to operate a medical cannabis dispensary.

b. The medical cannabis dispensary shall, within sixty (60) days of the issuance of the license, post, and thereafter maintain signs within the facility where they may be easily read by members. Each sign shall be white with black lettering and shall comply with the following regulations regarding text, size, and content:

   Sign 1: Font size at least 1 inch; Overall size at least 18” by 24”

1. YOU HAVE THE RIGHT TO HAVE YOUR MEDICINE REWEIGHED AND SUPPLEMENTED IF IT IS UNDER THE STATED WEIGHT AT THE TIME OF PURCHASE.

2. THIS DISPENSARY MUST CONFIRM YOUR MEDICAL MARIJUANA RECOMMENDATION OR APPROVAL WITH YOUR DOCTOR.

3. THE SALE OF MARIJUANA AND THE DIVERSION OF MARIJUANA FOR NON-MEDICAL PURPOSES ARE VIOLATIONS OF STATE LAW.

Sign 2: Font size at least 1 inch;

TO REGISTER COMPLAINTS OR COMPLIMENTS ABOUT THIS DISPENSARY, CONTACT: THE COUNTY OF YUBA (530) 749-7840

Sign 3: Font size at least 1 inch; Overall size at least 18” by 24”

1. THE USE OF MARIJUANA MAY IMPAIR A PERSON’S ABILITY TO DRIVE A MOTOR VEHICLE OR OPERATE HEAVY MACHINERY.
2. NEITHER THE STATE OF CALIFORNIA OR THE COUNTY OF YUBA, NOR ANY OTHER GOVERNMENTAL AGENCY HAS TESTED OR INSPECTED ANY CANNABIS PRODUCT FOR PESTICIDES, OR OTHER REGULATED CONTAMINANTS, DISTRIBUTED AT THIS LOCATION.

Sign 3: Font size at least 1 inch; Overall size at least 18” by 24”

1. LOITERING AT THE LOCATION OF A MEDICAL CANNABIS DISPENSARY FOR AN ILLEGAL PURPOSE IS PROHIBITED BY CALIFORNIA PENAL CODE 647(h).

2. SMOKING, INGESTING OR CONSUMING MARIJUANA ON THIS PROPERTY OR WITHIN 1,000 FEET OF THE DISPENSARY IS PROHIBITED.

Sign 4: Font size at least 1 inch; Overall size at least 18” by 24”

1. THIS MEDICAL CANNABIS DISPENSARY IS LICENSED WITH THE COUNTY OF YUBA.

2. JUVENILES UNDER THE AGE OF 18 ARE PROHIBITED FROM ENTERING THIS PROPERTY UNLESS THEY ARE A QUALIFIED PATIENT AND IN THE PRESENCE OF THEIR PARENT OR LEGAL GUARDIAN, OR ARE A PRIMARY CAREGIVER.

6.80.080 Signage and Advertising Restrictions

The exterior signage for the medical cannabis dispensary shall be limited to one wall sign not to exceed ten (10) square feet in area, and one (1) identifying door or window sign not to exceed two (2) square feet in area. Exterior signs on the dispensary building shall not obstruct the entrance or windows on the dispensary. Signage and any advertising done should not contain cannabis imagery such as cannabis leaves, plants, smoke, paraphernalia, or cartoonish imagery that could be considered oriented towards youth.

6.80.090 Quality Assurance Encouraged

The County of Yuba strongly encourages all qualified patients, primary caregivers, and medical cannabis collectives to consult the available cannabis cultivation literature and to use analytical testing services to ensure that the medical cannabis is free of toxins and molds.

6.80.100 License Fee

The fee for a medical cannabis dispensary license shall be established by resolution of the Board of Supervisors no later than thirty (30) days after the effective date of this Act, and shall be in addition to the supplemental sales and use tax imposed by this Chapter upon the applicant. The license fee, together with any other applicable fees, shall be paid to the County at the time the license is granted. The amount of the fee shall be determined on the basis of the costs of the Department of Environmental Health incurs in the enforcement and administration of medical cannabis dispensary laws together with the costs, including the costs of counsel, of the Treasurer and Tax Collector incurred in the administration of this chapter.
6.80.110 License Non-Transferable

A medical cannabis dispensary License is nontransferable. If a licensed dispensary changes business location, that Licensee must obtain a new license prior to acting as a medical cannabis dispensary at the new location. If a licensed dispensary is forced to change locations due to no fault or desire of their own, such as a landlord selling the building, they will be given sixty (90) days to relocate from the time they notify the Collector's office, during which time their license is not considered an available license unless the Licensee surrenders the license in writing, or fails to submit a valid application for a new location within the allotted sixty (90) days. If a medical cannabis dispensary changes Licensee, the new Licensee must register for that location before acting as a medical cannabis dispensary.

6.80.120 License Violation

It shall be a violation of a license for a Licensee or his or her agents to violate any local or state medical cannabis-related law while operating as a licensed dispensary.

6.80.130 Suspension or Revocation of License

a. In addition to any other remedy authorized by law, a license shall be suspended or revoked as provided in this section, if the Treasurer and Tax Collector finds, in writing, that the Licensee or his or her agents have violated any local or state laws, rules or regulations regarding the dispensing of medical cannabis. Additionally, if a Licensee is found to be in violation of any other of the provisions of this chapter and, upon re-inspection of the licensed and certified premises is found, in writing, to be in continued violation, the license may be suspended or revoked; provided, however, violations by a Licensee at one location may not be accumulated against other locations of that same Licensee, nor may violations accumulated against a prior Licensee at a location be accumulated against a new registrant at the same location; provided that the new Licensee demonstrates, to the satisfaction of the Treasurer and Tax Collector that the premises were acquired in an arm's length transaction.

1. Upon a finding by the Treasurer and Tax Collector of a license violation involving knowingly dispensing medical cannabis to a person who is not a qualified patient, or primary caregiver, the license shall be revoked.

2. For all other violations of this chapter, the Department of Environmental Health may issue a written warning to the Licensee regarding the violation and require re-inspection of the premises to determine that the violation has been cured. Costs of re-inspection shall be charged to the Licensee. If, after re-inspection, the violation has not been cured, the Environmental Health Department will recommend the Treasurer and Tax Collector proceed to suspend or revoke the license.

b. Notwithstanding Section 6.80.130(a), a license shall be revoked if the Treasurer and Tax Collector finds that either one or both of the following conditions exist:

1. One or more of the bases for denial of a license under Section 6.80.060 existed at the time application was made, or at any time before the dispensary was licensed. Medical cannabis dispensaries operating prior to the enactment of this chapter are exempt from denial based solely on their prior operation in Yuba County.

2. The information contained in the Mandatory License Application, including supplemental information, if any, is found to be false in any material respect.
June 2, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: CONSIDER ADOPTING RESOLUTION DIVESTING MAINTENANCE OF FIRE SUPPRESSION POND AS A PROVIDED SERVICE IN CSA #59

RECOMMENDATION:

Adopt the attached resolution divesting maintenance of the fire suppression pond as a provided service in County Service Area (CSA) #59.

BACKGROUND:

County Service Area #59 was created in March 1995 for purposes of providing maintenance of roads, drainage facilities, and a fire suppression pond for the sixteen properties comprising the Skyview Estates subdivision. At that time the developer created a fire suppression pond and installed a well to feed water to the pond; the pond water would be available to firefighters in the event of a fire in the Skyview Estates development. Skyview Estates is located in the California Department of Forestry State Responsibility Area, wherein Cal Fire has responsibility for fire suppression and prevention.

CSA annual assessments are currently $2,100 per year. Contributions are currently $100/year per undeveloped lot and $200/year per developed lot. These contributions are woefully inadequate to maintain the roads, let alone the fire suppression pond.

The fire suppression pond was found to be in compliance in 1995, but it is no longer functioning properly and doesn’t maintain an adequate amount of water to meet fire suppression requirements. The County has made efforts to keep this pond in compliance; however there simply is inadequate money generated by CSA contributions to provide for its proper maintenance. The fire suppression pond is currently out of compliance with Cal Fire requirements.

The pond is generally fed by the adjacent well, and supplemented by rain runoff during wet months. The pond is currently empty due to an inadequate supply of water. Water is seeping out of the pond, and the current well does not yield enough water to maintain adequate levels in the pond.

DISCUSSION:

We estimate costs to repair the pond and deepen the well could reach as high as $40,000 to $50,000. Because of these high costs, the County is recommending to divest maintenance responsibility of the fire suppression pond from the CSA. Each landowner in Skyview Estates will then be required to place their own water tank and standpipe on developed properties as required under Yuba County Ordinance Code Chapter 11.52. We believe this is a much more economically viable alternative, especially considering that most of the developed properties in Skyview Estates already have the required tanks installed (all but two).
Staff mailed the attached letter to each property owner in CSA #59 notifying them of the County’s proposed action and providing the date this item will be heard by the Board of Supervisors.

COMMITTEE ACTION:

This Land Use & Public Works Committee reviewed this item and recommended approval.

FISCAL IMPACT:

None to County. The $2,100 collected annually in assessments will be spent on road and drainage maintenance.
May 13, 2015

Subject: County Service Area #59 - Divestiture of Fire Suppression Pond

Dear Property Owner:

County Service Area #59 was created in March 1995 for purposes of providing maintenance of roads, drainage facilities, and a fire suppression pond for the sixteen properties comprising the Skyview Estates subdivision. At that time the developer created a fire suppression pond and installed a well to feed water to the pond; the pond water would be available to firefighters in the event of a fire in the Skyview Estates development. Skyview Estates is located in the California Department of Forestry State Responsibility Area, wherein Cal Fire has responsibility for fire suppression and prevention.

The CSA fund annual contributions currently total $2,100 per year. Contributions are currently $100/year per undeveloped lot and $200/year per developed lot. These contributions are woefully inadequate to maintain the roads, let alone the fire suppression pond.

The fire suppression pond was found to be in compliance in 1995, but it is no longer functioning properly and doesn’t maintain an adequate amount of water to meet fire suppression requirements. The County has made efforts to keep this pond in compliance; however there simply is inadequate money generated by CSA contributions to provide for its proper maintenance. The fire suppression pond is currently out of compliance with Cal Fire requirements.

The pond is generally fed by rain runoff and supplemented by the adjacent well. The pond is currently empty due to an inadequate supply of water. Water is seeping out of the pond, and the current well does not yield enough water to maintain adequate levels in the pond.

We estimate costs to repair the pond and deepen the well could reach as high as $40,000 to $50,000. Because of these high costs, the County is recommending to divest maintenance responsibility of the fire suppression pond from the CSA. Each landowner in Skyview Estates will then be required to place their own water tank and standpipe on developed properties as required under Yuba County Ordinance Code Chapter 11.52. We believe this is a much more economically viable alternative, especially considering that most of the developed properties in Skyview Estates already have the required tanks installed.

Staff will be presenting a resolution to the Board of Supervisors on June 2, 2015 at 6:00 p.m. If adopted, fire suppression will no longer be a funded service of CSA #59. **Please note, this will not affect the fire protection service you currently receive from Cal Fire and the Dobbins Oregon House Fire Protection District.** You will be given an opportunity to speak at the Board meeting if you have questions or concerns regarding this matter. Alternatively, if you have questions prior to the Board meeting, staff will be available by phone. Please contact Janice Reynolds at (530) 749-5420.

Sincerely,

Michael Lee, PE
Director of Public Works

cc. Chief Tom Webb, Cal Fire
YUBA COUNTY FIRE SAFE STANDARDS
EMERGENCY WATER STORAGE TANK EXAMPLE.

NOTE: ALL ADAPTERS SHALL BE OF BRASS, ALUMINUM, OR STAINLESS STEEL NATIONAL MALE HOSE THREAD.
PIPING MAY BE PVC OR STEEL (MINIMUM OF 4"), AND MUST BE SUPPORTED.
TANK MAY BE CONSTRUCTED OF CONCRETE, STEEL, PLASTIC OR OTHER MATERIALS AS APPROVED AS COMPARABLE.
TANK MUST BE LOCATED NO CLOSER THAN 50' NOR FARTHER THAN 1000' FROM THE STRUCTURE IT SERVES AND MUST BE MARKED WITH A BLUE REFLECTOR.
EXAMPLE OF RISER SUPPORT, OTHER METHODS MAY BE USED WITH APPROVAL FROM LOCAL FIRE DISTRICT CHIEF.

Example of hydrant and fittings

Required adapters
- 2½" cap
- 2½" x 4½" Adapter fitting
- 4½" x 4" Adapter
- Fire valve

Brace / support
- Une Strut
- Concrete pad

Minimum 3000 gallon tank
(Tanks greater than 5000 gallons require a separate permit).

4" minimum port size Max 6" above bottom of tank

Blue reflector

Pressure treated 2x frame with sand inside for tank to rest on.

Concrete thrust blocks

Minimum of 4" schedule 80 PVC

Concrete pad

15" x 15" x 4" Concrete pad

4" Valve minimum 18" above grade, max 24".

Revised Date: 4/2014
Revision By: DRB
CAL-FIRE / YCFSS
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

A RESOLUTION DIVESTING )
MAINTENANCE OF FIRE )
SUPPRESSION POND AS )
A PROVIDED SERVICE IN CSA #59 )

RESOLUTION NO. _________

WHEREAS, the Skyview Estates subdivision consists of 16 parcels on Skyview Court and Skyglen Drive, located on the west side of Willow Glen Road north of Collins Lake;

WHEREAS, County Service Area #59 was created to provide road, drainage, and fire suppression pond maintenance services for the Skyview Estates subdivision, as approved by LAFCO on March 9, 1995; and

WHEREAS, the fire suppression pond is no longer functioning properly and doesn’t maintain an adequate amount of water to meet fire suppression requirements; and

WHEREAS, the cost to install a liner in the pond and deepen the well that supplies water to the pond greatly exceeds the amount of money that would be accrued by CSA #59 assessments in a reasonable timeframe; and

WHEREAS, it is much more economically viable to require property owners to install individual fire suppression tanks as homes are constructed in CSA #59, including those homes that are already constructed; and

WHEREAS, all but one of the existing homes in CSA #59 already have individual fire suppression tanks as required by Ordinance Code Chapter 11.52;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby divest maintenance of the fire suppression pond as a provided service in CSA #59.

/////

/////
BE IT FURTHER RESOLVED that each property owner in CSA #59 that currently has a residence, or at such time as one is constructed, is required to place an individual water tank and standpipe as required under Yuba County Ordinance Code Chapter 11.52.

PASSED AND ADOPTED this ______ day of ____________________ 2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: Donna Stottlemyer
Clerk of the Board

Chair, Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By: ____________________________

By: ____________________________
# NOTICE OF MEETING

WILDLIFE CONSERVATION BOARD

May 21, 2015
9:00 AM to 12:00 PM
1st Natural Resources Agency Auditorium
1416 9th Street
Sacramento, California 95814

FINAL AGENDA ITEMS

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<td>3. Proposed Consent Calendar (Items 4 - 16)</td>
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<td>5. Recovery of Funds</td>
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* Proposed Consent Calendar

1st These facilities are accessible to persons with disabilities; more information on page ix.
20. Daugherty Hill Wildlife Area, Expansion 14
Yuba County

To consider the acquisition in fee of 732± acres of land by the California Department of Fish and Wildlife (CDFW) for the protection of blue oak woodland, riparian habitat along South Honcut Creek, winter range for the Mooretown deer herd, and to provide future wildlife oriented public use opportunities as an expansion to the CDFW's Daugherty Hill Wildlife Area located near Browns Valley, in Yuba County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition of habitat, including native oak woodlands, necessary to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

21. Long Gulch Ranch
Tuolumne County

To consider the allocation for a grant to the Mother Lode Land Trust to acquire in fee 576± acres of land for the protection of habitat that supports threatened and endangered species, and to provide habitat linkages and corridors between existing protected lands that support native species and to offer potential future wildlife oriented public use opportunities, located approximately six miles northeast of the community of Groveland, in Tuolumne County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

22. Grasslands and Mendota
Wildlife Areas Enhancement
Merced and Fresno Counties

To consider the allocation for a grant to the California Waterfowl Association for a cooperative project with the California Department of Fish and Wildlife (CDFW) to conduct a legal survey and to provide fencing, earthwork, and water supply infrastructure, which will enhance 70± acres and provide water more efficiently to 5500± acres of habitat on four wildlife areas managed by the CDFW, in Merced and Fresno Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Inland Wetlands Conservation Program]
May 7, 2015

SUBJECT: Camp Far West Hydroelectric Project
FERC Project No. 2997
Information Request for Relicensing Pre-Application Document

Dear Potentially Interested Party:

The South Sutter Water District (SSWD) is preparing to relicense its Camp Far West Hydroelectric Project, Federal Energy Regulatory Commission (FERC) Project Number 2997 (Project). The Project is located on the Bear River in Nevada, Yuba and Placer counties, California. The principal Project facilities include: the 170-foot high Camp Far West Dam; the 93,740 acre-foot Camp Far West Reservoir; the 6.8 megawatt Camp Far West Powerhouse at the base of the Camp Far West Dam; a 1.92-mile long, 60 kilovolt transmission line; and two recreation areas on Camp Far West Reservoir. The existing FERC Project Boundary includes approximately 2,915 acres of land, all of which is owned by SSWD.

The initial license for the Project was issued by FERC to SSWD on July 2, 1981, effective on July 1, 1981 for a period of 40 years. Sometime between December 31, 2015 and June 30, 2016, SSWD will file with FERC a Notice of Intent to File an Application for a New License (NOI).

The purpose of this letter is to:

- notify potentially interested governmental agencies, non-governmental organizations, and individuals of the upcoming relicensing proceeding; and

- request your help in identifying existing, relevant and reasonably available information that describes the existing environment near the Project and known potential impacts/issues related to the Project.

The information you provide will be useful in SSWD’s preparation of a Pre-Application Document (PAD) that will be filed with FERC at the same time SSWD files its NOI. The PAD will provide to FERC and potentially interested parties existing, relevant and reasonably available information pertaining to the Project. This information assists in the identification of issues and related information needs, development of study requests, and preparation of...
documents analyzing the license application that SSWD expects to file with FERC by July 1, 2019.

You have been identified as possible source of information for the PAD. To help ensure that information you may have is available for inclusion in the PAD, SSWD requests that you complete the attached PAD Information Questionnaire to the best of your ability, and return the completed questionnaire in the enclosed, stamped envelope addressed to SSWD's relicensing consultant, HDR, within 45 days of receipt of this letter.

I want to thank you in advance for helping identify information that meets the criteria for inclusion in the PAD. We appreciate your assistance and look forward to your participation in the relicensing. If you have any questions about this request, please contact me at SSWD or Jim Lynch of HDR, at (916) 679-8740 or email him at jim.lynch@hdrinc.com.

Sincerely,

Brad Arnold
General Manager/Secretary
SOUTH SUTTER WATER DISTRICT

Attachment: Pre-Application Document Information Questionnaire

cc: Jim Lynch, HDR
South Sutter Water District
Camp Far West Project
FERC Project No. 2997

PRE-APPLICATION DOCUMENT INFORMATION QUESTIONNAIRE

The South Sutter Water District (SSWD) is preparing to relicense its Camp Far West Hydroelectric Project, Federal Energy Regulatory Commission (FERC) Project Number 2997 (Project). The Project is located on the Bear River in Nevada, Yuba and Placer counties, California. The principal Project facilities include: the 170-foot high Camp Far West Dam; the 104,000 acre-foot Camp Far West Reservoir; the 6.8 megawatt Camp Far West Powerhouse at the base of the Camp Far West Dam; a 1.92-mile long 60 kilovolt transmission line; and two recreation areas on Camp Far West Reservoir. The existing FERC Project Boundary includes approximately 2,915 acres of land, all of which is owned by SSWD. The initial license for the Project was issued by FERC to SSWD on July 2, 1981, effective on July 1, 1981 for a period of 40 years. Sometime between December 31, 2015 and June 30, 2016, SSWD will file with FERC a Notice of Intent to File an Application for a New License (NOI).

SSWD is preparing a Pre-Application Document (PAD) that provides FERC and other parties that may be interested in the Camp Far West Hydroelectric Project relicensing with existing, relevant and reasonably available information pertaining to the Project to help identify issues and related information needs, develop study requests, and prepare documents analyzing potential Project effects. SSWD will file the PAD with FERC at the same time SSWD files its NOI.

SSWD respectfully requests that you complete this PAD Information Questionnaire to the best of your ability to help identify: 1) sources of existing, relevant and reasonably available information; 2) known or potential adverse impacts or issues associated with the construction, operation and maintenance of the Project; and 3) the potential need for information gathering and/or studies.

1. Information about person completing the PAD Questionnaire:

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2. Do you or your organization know of existing, relevant and reasonably available information that describes the existing environment or potential impacts of the Camp Far West Hydroelectric Project?

☐ Yes (If yes, please complete 2a thru 2f.)  ☐ No (If no, please go to 3.)

a. If yes to Question 2, please check the box(es) to indicate the specific resource area(s) that the information relates to:

- ☐ Geology and soils  ☐ Recreation
- ☐ Water quantity and quality  ☐ Land use
- ☐ Fish and aquatic resources  ☐ Aesthetic resources
- ☐ Wildlife resources  ☐ Cultural resources
- ☐ Botanical resources  ☐ Socio-economic resources
- ☐ Wetlands, riparian and littoral habitat  ☐ Tribal resources
- ☐ Species Protected under the Endangered Species Act  ☐ Other resource information

May 2015

PAD Information Questionnaire
©2015, South Sutter Water District
b. Please briefly describe the information or list available documents: *(Additional information may be provided on sheet 5 of this questionnaire.)*

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<tr>
<th>Information or Documents</th>
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| Additional information may be provided on sheet 5 of this questionnaire. |


c. Where can SSWD obtain this information?

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<th>Information Sources</th>
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d. Please indicate whether there is a specific representative you wish to designate for a potential follow-up contact by a SSWD representative for the resource area(s) checked above: *(Additional information may be provided on sheet 5 of this questionnaire.)*

**Representative Contact Information:**

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<td>Resource Area(s):</td>
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**Alternate Representative Contact Information**

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<td>Resource Area(s):</td>
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e. Based on the specific resources listed in 2a, are you aware of any specific issues pertaining to the identified resource area(s)? *(Additional information may be provided on sheet 5 of this questionnaire.)*

☐ Yes (Please list specific issues below.)
☐ No

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<th>Resource Area</th>
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f. Based on the resource issues identified in 2e, are you aware of any potential studies or information needs associated with the identified issues? *(Additional information may be provided on sheet 5 of this questionnaire.)*

☐ Yes (Please list potential studies or information needs below.)
☐ No

<table>
<thead>
<tr>
<th>Resource Area</th>
<th>Potential Studies or Information Needs</th>
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3. Do you or your organization plan to participate in SSWD’s Camp Far West Hydroelectric Project relicensing?

☐ Yes
☐ No
4. We are interested in your comments. If you have comments and/or questions regarding SSWD’s Camp Far West Hydroelectric Project relicensing please add below. *(Additional information may be provided on sheet 5 of this questionnaire.)*

<table>
<thead>
<tr>
<th>Comments</th>
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To allow for any follow-up contacts that may be needed by a SSWD representative, within 45 days please return this completed PAD Questionnaire in the enclosed, stamped envelope to:

HDR, Inc.
ATTN: Jim Lynch
2379 Gateway Oaks Drive
Suite 200
Sacramento, CA 95833

Alternatively, you may fax this completed PAD Questionnaire to:

ATTN: Jim Lynch
HDR, Inc.
Fax: (916) 679-8711

or email a *.pdf copy of the completed PAD Questionnaire to:

 jim.lynch@hdrinc.com

Not responding within 45 days of the date of this letter will indicate that you are not aware of any existing, relevant, and reasonably available information that describes that existing environment or known potential impacts of SSWD’s Camp Far West Hydroelectric Project.

Thank you for your consideration.
May 15, 2015

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, 2014

Yours truly,

C. Richard Eberle
Auditor-Controller

CRE/kmd
Copy Enclosed
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BOARD OF SUPERVISORS
WORKSHOP
TO: Yuba County Board of Supervisors and Planning Commission

FROM: Wendy W. Hartman, Director of Planning
       Kevin Mallen, CDSA Director

DATE: June 4, 2015 (Workshop)

SUBJECT: Presentation On The Development Code & Zoning Update (OA2011-0001)

RECOMMENDATION

1. Receive presentation on the status of the Development Code & Zoning Map update
2. Provide direction to County staff on any outstanding issues

BACKGROUND/DISCUSION

On May 20, 2015 a public hearing was held before the Yuba County Planning Commission on the Development Code and Zoning Map update. The purpose of this Board workshop is to inform the Board on the outcome of the Planning Commission hearing and if necessary provide direction to County staff on any outstanding issues. This information will then be incorporated into the Development Code and Zoning Map materials for the Board hearing(s) in July. Anticipated hearing date before the Board of Supervisors is July 21, 2015.

Attached is a copy of the presentation that was provided to the Planning Commission on May 20, 2015. The Planning Commission agreed with the staff recommendations on each of the topics contained in the presentation. The two areas where staff did not provide a recommendation were with regard to Clustering: 16-LUP and allowing a single family residence by right in the Timber Production zone district. The Planning Commission felt that clustering was addressed in the Development Code consistent with the 2030 General Plan. However, 16-LUP was also about the ability to increase density. After discussion it was determined that increasing density was a separate issue and the Commission recommended that this be an item that the Board of Supervisors consider separately from the Development Code and if necessary make adjustments in the future to the General Plan and Development Code if density increases should be allowed. The Commission also recommended that single family residences be allowed by right in the Timber Production zone district. At the end of the hearing the Planning Commission recommended adoption of the Development Code and Negative Declaration and that the East Linda Specific Plan, Olivehurst Avenue Specific Plan, and River Highlands Community Plan be rescinded.

COMMITTEE ACTION:

This is an ongoing project that has been before the Resource & Development Code Advisory Committee, Planning Commission, and Board of Supervisors.
FISCAL IMPACT:

The Development Code & Zoning Map Update is primarily funded by grants, development fees, & Planning Department allocated budget. No additional General Fund allocations are anticipated at this time.

ATTACHMENT:

May 20, 2015 Planning Commission PowerPoint Presentation
DEVELOPMENT CODE & ZONING MAP UPDATE

OA2011-0001
Planning Commission Hearing
May 20, 2015

Development Code – All About Balance

The Development Code is about updating the County’s ordinance consistent with the goals and policies in the General Plan and balancing that with an individual’s desired use of their private property.
Chickens in Plumas Lake Specific Plan

- 9 letters in favor
  - Included restrictions on: number, min. lot size, no roosters or meat chickens, & permit required
- 22 letters opposed
  - Noise, smells, pests, chicken borne diseases, & enforcement
- Staff Recommendation
  - Amend PLSP consistent with the rest of the County: 1 Acre small number of livestock & allowances for 4-H or FFA projects

Changes to the AI and EX districts

- Allow Light industrial and General industrial uses in the AI district
- Amend EX district to include batch plants, dredging, gas exploration as currently permitted in M-2. Add grazing as allowed use
- Staff Recommendation
  - Amend AI district to allow industrial uses with approval of a use permit
  - Amend Development Code use tables and use classification to address EX comments
Incidental Hunting and Fishing

- Current Code allowed hunting and fishing by right in several zone districts if for day use or no structures or septic systems needed and a use permit when structures involved
- Staff Recommendation
  - Code includes a definition of incidental hunting but did not indicate allowed zone districts. Allow by right in AE, AI, AR, TP, and RPR districts outside VGB.

Temporary Agricultural & Employee Housing

- Current Code does not have standards to address use of tents or RVs for short term seasonal employees.
- Staff Recommendation
  - Add provisions to allow with following:
    - Restrict to 90 days per year
    - Clearances from Environmental Health for water, waste water, solid waste and food.
Communication Facilities

- Comments that requirements in 1st draft were too complex or restrictive
- A revised draft was sent to Stakeholders for review – no comments received
- Staff Recommendation
  - Replace text in 2nd Draft with revised text in Attachment 7 of staff report
  - Work with Planning Commission on creating Design Guidelines to address aesthetics & camouflage facilities

Wineries & Tasting Rooms

- Concerns with: utilizing grapes/crops from other sites, requirement for bonded facilities, restrictions on tasting rooms, and logo requirements on any merchandise sold.
- Staff Recommendation
  - Delete requirements for bonded facilities & logo on merchandise
  - Amend size restrictions on tasting rooms to match same criteria as for farm stores
  - Amend restriction on use of off-site crops to only those facilities that utilize more than 50% product from off-site sources
Bed & Breakfast Regulations

- Concerns: Why Yuba is not using an Ag. overlay like Butte, should be principally permitted regardless of number of rooms, and County requirements versus state or federal requirements.
- Staff Discussion & Recommendation:
  - Allowed agritourism related activities throughout rural communities and Ag. districts rather than a small area covered by an overlay.
  - Balance of property rights & rural character
  - Previously addressed by Board
  - Change Code to allow 3-5 rooms with AUP and 6-10 with MUP. Consistent with Building Code

Cluster Development (16-LUP)

- The 1996 GP had a land use policy (16-LUP) that involved cluster development specific to parcels in the Foothill Agriculture designation
- No project was ever constructed in Foothill Agriculture utilizing 16-LUP
- The 2030 GP supersedes the 1996 GP, there is no 16-LUP, however there is 2030 GP Goal CD9 and supporting policies
- DC has two proposed Chapters (11.12 & 11.21) to implement cluster development consistent with 2030 GP
Timber Production Zone: Residence

- Comment: Allow a single family residence by right in TP zone
- Resolution 1976-155 "A residence or other structure necessary for the management of land zoned as Timber Production"
- Staff has historically interpreted this to mean a caretaker's residence. Proposed Code also uses this interpretation & requires zoning clearance to verify association with a timber operation.
- Planning Commission's interpretation: recommend allowing single family residence by right or keep as a caretaker?

Zoning Map Changes

- Placed 2030 GP Rural Community boundaries on Zoning Map
- Ran a search of Government owned parcels, numerous RPR parcels added owned by USA
- Worked with Supervisor Fletcher on foothill zoning issues, addressed smaller parcels outside Dobbins/Oregon House boundary, PF in Camptonville, etc.
- Addressed commercial uses on Wheatland Road, existing bar and church
## Zoning Map Changes – Public Requests

<table>
<thead>
<tr>
<th>Commenter</th>
<th>APN</th>
<th>Request</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>McEwen</td>
<td>006-410-001</td>
<td>Change from AR-10 to RC</td>
<td>Property is located off of highway 20 and meets policies for RC zoning designation. <em>Change recommended.</em></td>
</tr>
<tr>
<td>Sudderth</td>
<td>014-310-078</td>
<td>Change from PLSP-MDR to commercial</td>
<td>Property is within the PLSP and is currently developed with a residential use and is surrounded by properties developed with residences or that are designated for future residential use. <em>No change recommended.</em></td>
</tr>
<tr>
<td>Pounds</td>
<td>014-510-009</td>
<td>Keep M-1 zoning designation instead of AI</td>
<td>Property is outside the VGB and therefore for consistency with General Plan and use of property proposed zoning designation is Al. <em>No change recommended.</em> Use can continue.</td>
</tr>
<tr>
<td>Robben</td>
<td>064-250-030</td>
<td>Supports biomass project wants to know if use will allow a home to be built</td>
<td>Due to biomass project and past use property is designated as AI. Property tax evaluation is not a function of CDSA or purpose of the Development Code update. AI allows for caretaker residence. <em>No additional change needed.</em></td>
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## Zoning Map Changes – Public Requests

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<tr>
<td>McEwen</td>
<td>013-590-010</td>
<td>Currently zoned M-1 would like commercial, but wants to ensure service stations are allowed in proposed NMX zoning.</td>
<td>NMX is a commercial zone district and does allow for service stations. <em>No additional change needed.</em></td>
</tr>
<tr>
<td>Phillips</td>
<td>050-200-057</td>
<td>Change portions within community boundary from AR-20 to Residential Estate</td>
<td>Reviewed community boundary and a portion of property as identified in letter was in the 1996 community boundary. <em>Recommend that boundary be corrected and those portions within rural residential boundary be changed to RE (Residential Estate)</em></td>
</tr>
<tr>
<td>Hess/Kubich</td>
<td>14-230-161, 162, 163, &amp; 14-510-29, 30, 31, and 32</td>
<td>Request to be changed from AE-80 to AI consistent with use of property</td>
<td>Verified properties are part of a site historically used for wood processing. <em>Recommend parcels changed to AI.</em></td>
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</table>
### Zoning Map Changes – Public Requests

<table>
<thead>
<tr>
<th>Wood</th>
<th>018-210-070, 018-210-030</th>
<th>Request to keep ELSP zoning designation R-4</th>
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<td>This request was also made on the 1st review draft. The Board evaluated the request and directed staff to keep zoning designation as RE (Residential Estate). Adoption of Proposed Development Code will allow up to 4 units per acre with approval of a minor conditional use permit if certain findings can be met. This will allow same density as under the ELSP. <strong>No change recommended per Board direction.</strong></td>
</tr>
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<tr>
<th>Jee</th>
<th>019-230-053</th>
<th>Request property be designated as Regional Shopping Center</th>
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<tr>
<td></td>
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<td>This request was also made on the 2nd review draft. The Board evaluated the request and directed staff to keep zoning designation as PR (Planning Reserve). <strong>No change recommended per Board direction.</strong></td>
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<tr>
<th>Gee</th>
<th>021-281-023</th>
<th>Request property be designated as RM instead of RS</th>
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<td>This property is currently developed with a single family home and is surrounded by properties developed with single family homes or that are designated for single family use. Changing zoning would create a spot zone. Adoption of the Development Code will allow development of duplexes within the RS district with approval of a use permit. <strong>No change is recommended.</strong></td>
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### RECOMMENDATION

- Receive public testimony on the Development Code and Zoning Map
- Close public hearing
- Recommend that the Board of Supervisors adopt the Initial Study and Negative Declaration, Yuba County Development Code and Zoning Map update
- Recommend that the Board of Supervisors rescind the East Linda Specific Plan, Olivehurst Avenue Specific Plan, & River Highlands Community Plan