

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 10, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- 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. (205-14) Approve amendment to extend agreement with United Landscape Resources Inc. dba Botanica Landscapes through May 15, 2016 for County facilities and authorize Chair to execute.
 - B. Clerk of the Board of Supervisors
 1. (206-14) Approve meeting minutes of May 13 and 20, 2014.
 2. (207-14) Approve revised Yuba County Commission on Aging Bylaws dated April 9, 2014.
 - C. Community Development and Services
 1. (208-14) Authorize Public Works to hire Principal Engineer at salary step 6 (1.25%).
 2. (209-14) Adopt resolution authorizing Public Works Director to complete the purchase of APNS 050-110-025, 050-140-055, and 050-140-056 located in Challenge for Road Department Shop for the purchase price of \$160,000 and to execute all necessary documents to complete purchase/escrow upon review of County Counsel.
 3. (210-14) Approve amendment to agreement with AECOM regarding Magnolia Ranch Specific Plan project and authorize Chair to execute same.
 4. (211-14) Approve agreement with North State Resources, Inc. for Spring Valley Road and Iowa City Road bridge replacement projects and authorize Chair to execute.
 5. (212-14) Approve agreement with Applied Engineering and Geology, Inc. for consulting services and authorize Chair to execute.
 6. (213-14) Approve amended agreement with Drake Haglan and Associates for civil engineering design services for Scales Road over Slate Creek Bridge Replacement project and authorize Chair to execute.

D. County Administrator

1. (214-14) Approve agreement with Sierra-Sacramento Valley Emergency Medical Services for ambulance service in accordance with Yuba County Ordinance Code Chapter 6.05 and authorize Chair to execute.

E. District Attorney

1. (215-14) Adopt resolution authorizing application for Federal Justice Assistance Grant funding and authorizing District Attorney to enter into agreements and execute all necessary documents.

F. Emergency Services

1. (216-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

G. Public Guardian

1. (217-14) Authorize budget transfer in the amount of \$1,143 from Account No. 101-0000-371-9821 to Account No. 101-4100-427-2300 for yearend clean up.
2. (218-14) Authorize budget transfer in the amount of \$100 from Account No. 101-3100-427-2900 (Travel) to Account No. 101-4100-427-2200 (Office Expense) for yearend clean up.

H. Sheriff-Coroner

1. (219-14) Adopt resolution authorizing the Sheriff to execute agreement with the Department of California Highway Patrol for utility sharing at the Brownsville Substation.
2. (220-14) Authorize budget transfer in the total amount of \$178,167 reprogramming various funds for the Sheriff, Jail, Boat Patrol, Animal Care Services, and Bailiff's Court Security to cover current and projected shortages.
3. (221-14) Approve agreement with County of Los Angeles for continued service for statewide transportation of prisoners and authorize Chair to execute.

I. Treasurer-Tax Collector

1. (222-14) Approve transfer of unclaimed monies in the total amount of \$17,845.40 to the County General Fund per Government Code §50055.

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

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (223-14) Receive report on replacing Sheriff's Department and Yuba County Water Agency shared use communications tower; authorize staff to proceed tower replacement conditioned upon necessary contractual approvals; authorize expenditure of capital project funds for initial phase including purchase and installation of radio tower structure, associated equipment installation and licensing from Sabre Industries; and adopt resolution authorizing the Purchasing Agent to proceed and sign all necessary purchasing documents related to initial phase. (Fifteen minute estimate)

B. Emergency Services

1. (225-14) Approve Schedule A Dispatch Services contract with the California Department of Forestry for Fiscal Years 2014/2015 - 2016/2017 in an amount not to exceed \$180,739 and adopt resolution authorizing Chair to execute contracts and amendments. (Ten minute estimate)

C. Health and Human Services

1. (226-14) Adopt resolution supporting the Missing in America Project (MIAP) and designating Bob Day, a representative of MIAP, as the Yuba County Veterans' Remains Officer to locate, identify, and inter the unclaimed remains of Veterans or dependents of Veterans. (Ten minute estimate)

VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (181-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 4323 Angelica Way (Luis Martinez, Beatrice Martinez, Nationstar Mortgage LLC) Olivehurst, in the amount of \$14,998.70. (Continued from May 13, 2014) (Ten minute estimate)

VII. **ITEM OF PUBLIC INTEREST**

- A. (227-14) Consider approval of application for off-sale beer and wine alcohol beverage license from Hira Petroleum on North Beale Road (APN 020-040-015) and make a finding of public convenience or necessity to allow license. (Ten minute estimate)
- B. (228-14) Consider request from Cherokees of California for reduction of overnight camping fees at Sycamore Ranch for dates June 20-21, 2014. (Fifteen minute estimate)
- C. (229-14) Receive claim from Frances Hofman regarding restoration of power disabled and provide direction as appropriate. (Fifteen minute estimate)

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

- A. (230-14) Five notices from California State Water Resources Control Board petition for temporary transfer of water.
- B. (231-14) Letter from Reclamation District 784 regarding closure of Shad Pad County park gate from dusk to dawn.
- C. (232-14) Letter from Reclamation District 2103 advising of appointment of Wayne Bishop to fill unscheduled vacancy.

IX. **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.

X. **CLOSED SESSION:**

- A. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba

XI. **RECESS TO 1:30 P.M.**

- A. (233-14) Consideration of Community Facilities District 2005-1, Woodside Homes, levy of special tax and issuance of bonds, and provide direction as appropriate. (Thirty minute estimate) (County Administrator)

XII. **ADJOURN**

11:30 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. (234-14) Consider resolution for 2014/15 Public Health Emergency Preparedness, State General Funding Pandemic Influenza funding agreement with the California Department of Public Health - Health and Human Services (Ten minute estimate)

Land Use and Public Works Committee - (Supervisors Abe and Vasquez - Alternate Supervisor Nicoletti)

- A. (224-14) Consider resolution approving Plumas Lake Specific Plan / North Arboga Study Area road fee nexus study update and establish revised improvement impact fees - Community Development and Services (Ten minute estimate)

6/10/2014 - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

6/11/2014 - 5:00 P.M. Linda Liaison Committee - CANCELLED
Linda Fire Protection District
1286 Scales Avenue
Marysville, California

6/13/2014 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee - CANCELLED
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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.




CONSENT
AGENDA

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: June 10, 2014
Re: Landscape Maintenance for County Facilities

Recommendation

Approve amendment to extend the agreement for landscaping services with United Landscape Resources, Inc. dba Botanica Landscapes.

Background

In May 2012, the County entered into an agreement with United Landscape Resources, Inc. dba Botanica Landscapes (hereinafter referred to as 'Botanica'). Botanica has provided excellent landscape maintenance services at most County facilities over the last two years. In addition, the agreement has also been used to perform numerous special projects such as necessary landscape replacements and/or refreshes. Thus we have adjusted the contract value to accommodate these new types of requests in addition to the standard of the monthly scope of work.

Discussion

Based on Botanica's positive past performance, Administrative Services proposes to extend the agreement for an additional two years; for a new termination date on May 15, 2016.

We have added additional work to the monthly scope of services to include maintenance of the front garden at the Courthouse, now that the Yuba Sutter Garden Club is no longer able to maintain the 'pit area.'

Administrative Services further proposes to increase the value of the contract from the original amount of \$125,000 to \$300,000 to accommodate all of the addition special requests in addition to our monthly services over the next two years.

Committee Action

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

Financial Impact

The value of the established monthly scope of work remains the same for this contract extension at \$4500 per month and thus the impact to the General Fund remains unchanged. The added scope will increase the monthly number by \$60. These funds are budgeted in the Buildings and Grounds budget. Special request services are charged to the requestor and managed by B&G.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY ADMINISTRATIVE SERVICES**

AMENDMENT # 1

This is the first amendment to the agreement, dated May 15, 2012, for Landscaping Services between the County of Yuba (COUNTY) and United Landscape Resource, Inc. dba Botanica Landscapes. (CONTRACTOR).

Pursuant to Operative Provision D.23, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Page 1 of 4, Item 2, Term: Extend the Term of the Agreement for 2 years

Commencement Date: May 15, 2012

New Termination Date: May 15, 2016

- (2) Attachment A, Scope of Services: Add an additional facility to the agreement

Add services to the Courthouse Pit for \$60 per month

- (3) Attachment B, Payment: Increase the contract total from \$125,000 for the agreement term of May 15, 2012 through May 15, 2014 to \$300,000 for the new agreement term of May 15, 2012 through May 15, 2016.

All other terms and conditions remain unchanged.

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

_____ 2014.

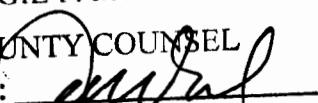
"COUNTY"
County of Yuba

"CONSULTANT"
Botanica Landscapes



Ed Clavel

Chair

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

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The County of Yuba

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



MAY 13, 2014 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, and Roger Abe. Supervisor Hal Stocker was absent. Also present were County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

I. PLEDGE OF ALLEGIANCE - Led by Public Defender Brian Davis

A moment of silence was held in recognition of our military soldiers who have been lost or injured in the current conflict.

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Stocker absent

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

MOTION: Move to approve

MOVED: Roger Abe

SECOND: Andy Vasquez

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

NOES: None ABSENT: Hal Stocker ABSTAIN: None

A. Administrative Services

1. (172-14) Adopt resolution authorizing County Administrator to file an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program and authorizing execution of all necessary documents. Adopted Resolution No. 2014-32, which is on file in Yuba County Resolution Book No. 45.

B. Board of Supervisors

1. (173-14) Remove Alma Amaya and Chienyen Yang from Yuba Sutter Mental Health Advisory Board pursuant to Article IV Section G of the Bylaws. Approved.

C. Clerk of the Board of Supervisors

1. (174-14) Approve minutes from the meeting of April 15, 2014. Approved as written.

D. County Administrator

1. (175-14) Approve agreement with Yuba Sutter Legal Center for small claims court litigant assistance and authorize the Chair to execute same. (Finance and Administration Committee recommends approval) Approved.

E. Health and Human Services

1. (176-14) Adopt resolution authorizing Health and Human Services Department to apply for Maternal, Child and Adolescent Health Oral Health special project grant for funding period of May 1, 2014 through August 31, 2014, and authorize the Chair to execute documents as appropriate. Adopted Resolution No. 2014-33, which is on file in Yuba County Resolution Book No. 45.

F. Sheriff-Coroner

1. (177-14) Approve agreement renewal and extension with Justice Benefits, Inc. to apply for federal reimbursement on behalf of the County of Yuba Sheriff's Correctional facility, and authorize the Chair to execute same. Approved.

IV. SPECIAL PRESENTATION

- A. (178-14) Receive Caltrans Highway 70/20 project update. (No background material) (Fifteen minute estimate) (Caltrans Project Manager Martin Villanueva) Project Manager Martin Villanueva recapped completed stages one through five along E and 10th Streets, and an overview of stages six through nine, including detours and completion dates and responded to Board inquiries.

In response to specific inquiries, Mr. Villanueva advised at the conclusion of the project CalTrans would repave certain surface streets in Marysville that received the bulk of detoured traffic.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. (179-14) Approve agreement with Brian J. Davis for Public Defender services and authorize Chair to execute same. (Finance and Administrative Committee recommends approval) Management Analyst Grace Mull recapped agreement and extension of term and responded to Board inquiries. Mr. Brian Davis responded to inquiries regarding representation of juveniles.

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

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

- A. (180-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties recording of lien regarding 1878 E. Eleventh Avenue (Merril M Cooper and Audry M. Cooper), Olivehurst, in the amount of \$7,432.67 (Ten minute estimate) Chief Code Enforcement Officer Jeremy Strang provided a PowerPoint presentation depicting before and after images and responded to Board inquiries.

Chairman Nicoletti opened the public hearing. No one came forward

MOTION: Move to close the public hearing and adopt findings; and authorize assessment of administrative and abatement costs and penalties, and recording of lien regarding 1878 E. Eleventh Avenue (Merrill M Cooper and Audry M. Cooper), Olivehurst, in the amount of \$7,432.67

MOVED: Mary Jane Griego

SECOND: Roger Abe

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

NOES: None ABSENT: Hal Stocker ABSTAIN: None

- B. (181-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 4323 Angelica Way (Luis Martinez and Beatrice Martinez) Olivehurst, in the amount of \$14,998.70. (Ten minute estimate) Chief Code Enforcement Officer Jeremy Strang requested matter continued to June 10, 2014.
- C. (182-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative abatement costs and penalties and recording of lien regarding 4931 Olivehurst Avenue (Yu Jen Hu), Olivehurst, in the amount of \$11,713.92 (Ten minute estimate) Chief Code Enforcement Officer Jeremy Strang provided a PowerPoint presentation depicting before and after images and responded to Board inquiries.

Chairman Nicoletti opened the public hearing. No one came forward

MOTION: Move to close the public hearing and adopt findings; and authorize assessment of administrative and abatement costs and penalties, and recording of lien regarding 4931 Olivehurst Avenue (Yu Jen Hu), Olivehurst, in the amount of \$11,713.92

MOVED: Mary Jane Griego

SECOND: Roger Abe

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

NOES: None ABSENT: Hal Stocker ABSTAIN: None

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

- A. (183-14) Email from National Association of Counties regarding membership. Received.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Memorial Adjournment: Mr. Lee Bright
- Powerline Road reconstruction

Supervisor Abe:

- Memorial Adjournment: Mr. Kenneth Staas
- LAFCO meeting May 7, 2014
- Sierra Sacramento Valley EMS May 9, 2014
- North Members Unit Water Agency meeting May 9, 2014
- CSAC Legislative Conference May 14-15, 2014

County Counsel Angil Morris-Jones out of office May 14-16, 2014

County Administrator Robert Bendorf:

- 2005-1 CFD for JMC Homes on May 20, 2014, and Woodside on June 10, 2014
- Recology negotiations for Detail Rate Year
- County Budgets on schedule

Supervisor Nicoletti:

- Out of country May 16-24, 2014
- Peach Tree Health Care services
- Lt. William "Mike" McPherson retirement
- Fish and Game Advisory Commission meeting held May 1, 2014
- Sacramento Bee article comparing health statistics between Yuba and Placer Counties
- Kiwanis Fishing Derby May 17, 2014
- Marysville Stampede May 24-25, 2014
- Golden West Fly In June 6-8, 2014
- Linda Fire Department Board meeting
- Commended Public Works staff
- Appeal Democrat article featuring various Yuba County employees

- X. CLOSED SESSION: The Board retired into closed session at 10:20 a.m. and returned at 10:59 a.m. with all members present and indicated above.
- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba Received information.
- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel Received information.
- XI. ADJOURN 11:00 a.m. in memory of Mr. Lee Bright and Mr. Kenneth Staas.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

By: Rachel Ferris, Deputy Clerk

The County of Yuba

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



MAY 20, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, Mary Jane Griego, Roger Abe, and Hal Stocker. Supervisor John Nicoletti was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Vice Chair Greigo presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - Supervisor Nicoletti absent.

MOTION: Move to add to the agenda under County Departments, County Administrator Item B. 3. regarding continuing local emergency as the need to take action arose subsequent to the agenda being posted

MOVED: Hal Stocker

SECOND: Andy Vasquez

AYES: Hal Stocker, Andy Vasquez, Mary Jane Griego, Roger Abe

NOES: None ABSENT: John Nicoletti ABSTAIN: None

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

MOTION: Move to approve

MOVED: Andy Vasquez

SECOND: Hal Stocker

AYES: Andy Vasquez, Hal Stocker, Mary Jane Griego, Roger Abe

NOES: None ABSENT: John Nicoletti ABSTAIN: None

A. Administrative Services

1. (185-14) Approve airport lease agreement with United Parcel Service (BT-OH, LLC) for Lot 7 in Industrial Park 1 and authorize Chair to execute. Approved.
2. (186-14) Approve airport lease agreement with Honeycutt Aviation for corporate hangar lease site 5, ground sites 4 and 6, and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (187-14) Approve minutes of May 6, 2014 meeting. Approved.
2. (188-14) Reappoint James D. Parnell to the Strawberry Valley Cemetery District for a term to expire May 20, 2018. Approved.

C. Community Development and Services

1. (189-14) Adopt resolution authorizing Community Development and Services Agency Director or his designee to complete the purchase of single family residence APN 021-062-016 as part of the Neighborhood Stabilization Program and to execute all documents needed for completion of purchase, rehabilitation, and resale. Adopted Resolution No. 2014-34, which is on file in Yuba County Resolution Book No. 45.
2. (190-14) Award contract to Teichert Construction, apparent low bidder, for the State Route 70 Feather River Boulevard Interchange project and authorize Chair to execute upon review and approval of Counsel. Approved.
3. (201-14) Approve plans, specifications, estimate, and authorization for advertisement of bids for Powerline Road Bike and Pedestrian Improvements Phase II with a tentative bid opening date of July 16, 2014 and authorize Chair to execute. Approved.

D. Probation

1. (191-14) Adopt resolution authorizing acceptance of two computer/software systems donated by GoEngineer.com Program Manager Michael Tablit and Mr. Titan Gilroy, Titan American, recapped the donation and benefits to youth at Camp Singer and responded to inquiries.

MOTION: Move to adopt MOVED: Hal Stocker SECOND: Roger Abe
AYES: Hal Stocker, Roger Abe, Andy Vasquez, Mary Jane Griego
NOES: None ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolution No. 2014-35, which is on file in Yuba County Resolution Book No. 45.

E. Public Guardian

1. (192-14) Approve memorandum of understanding with Sutter Yuba Mental Health for reimbursement of services performed for LPS Conservatorship and authorize Chair to execute. Approved.

F. Sheriff-Coroner

1. (193-14) Approve agreement with Placer County Sheriff-Coroner's office for pathological services and authorize Chair to execute. (Law and Justice Committee recommends approval) Approved.
2. (200-14) Authorize Budget Transfer in the amount of \$148,394 from the County Capital Fund 200 to the Capital Improvement budget for the purchase of radio equipment as part of the communications project for 720 Yuba Street. Approved.

IV. SPECIAL PRESENTATION

- A. (194-14) Present proclamation proclaiming May 2014 Mental Health Month. (Assistant Director Tony Hobson) Vice Chair Griego read and presented the proclamation to Sutter Yuba Mental Health Assistant Director Tony Hobson.

V. PUBLIC COMMUNICATIONS:

Mr. Bob Day, Marysville, regarding Veterans Remains Officer

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. (195-14) Receive findings of feasibility study regarding Phase 2 Solar Project and provide staff direction. (Fifteen minute estimate) Administrative Services Director Doug McCoy and Mr. Ashu Jain, Chevron Energy Solutions, through Power Point presentation recapped the proposed project, costs, financing options, and benefits, and responded to inquiries.

County Administrator Robert Bendorf recapped outstanding capital projects.

Treasurer-Tax Collector Dan Mierzwa responded to inquiries and providing a financial impact report on projects.

Airport Manager Mary Hansen responded to inquiries regarding impact and location.

The following individual spoke: Mr. Steve Wigley, Linda

Following discussion, Board direction was to bring forward analysis which includes priority of outstanding capital improvement projects, financial impacts, and financing capabilities for Board consideration.

B. County Administrator

1. (196-14) Consideration of the Issuance of Bonds for CFD 2005-1, JMC Homes, and take action as appropriate. (Thirty minute estimate) County Administrator Robert Bendorf recapped the proposed bond structure which would result in a total tax rate of 1.8 percent which is equal to county policy; an \$825 annual special tax per residential unit; reimburses JMC Homes approximately \$1.28 million; and notification requirements to homeowners. Mr. Bendorf responded to Board inquiries.

JMC Homes Tim Tarig responded to inquiries regarding disclosure at initial sale, outreach to homeowners, and associated infrastructure costs paid by JMC.

Bond Counsel Tom Johnson, responded to inquiries regarding bond sale, rates, improvement areas within the CFD advising taxes levied on each area were independent of the others.

Supervisor Griego urged consideration of a lower tax rate per unit.

Following Board discussion, Mr. Bendorf advised of plans to work with bond counsel, the Treasurer, and JMC to develop the sale of bonds package for board consideration regarding the issuance of bonds.

2. (203-14) Receive information regarding Highway Users Tax Account loan and authorize Chair to execute letter requesting state repayment. (Ten minute estimate) Public Works Director Mike Lee and Legislative Analyst Russ Brown recapped and responded to inquiries.

MOTION: Move to approve MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, Mary Jane Griego, Hal Stocker

NOES: None ABSENT: John Nicoletti ABSTAIN: None

3. (204-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

MOTION: Move to adopt MOVED: Roger Abe SECOND: Andy Vasquez
AYES: Roger Abe, Andy Vasquez, Mary Jane Griego, Hal Stocker
NOES: None ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolution No. 2014-36, which is on file in Yuba County Resolution Book No. 45.

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

MOTION: Move to accept and file MOVED: Hal Stocker SECOND: Andy Vasquez
AYES: Hal Stocker, Andy Vasquez, Mary Jane Griego, Roger Abe
NOES: None ABSENT: John Nicoletti ABSTAIN: None

- A. (197-14) Two notices from State of California Fish and Game Commission regarding upland game bird and waterfowl regulations. Received.
- B. (198-14) Letter from California Community Services and Development regarding closure of audit transmittal report dated June 30, 2012. Received.
- C. (199-14) Letter from Reclamation District 2103 advising of a vacancy on the Board of Trustees. Received.
- D. (202-14) Letter from Board of State and Community Corrections advising conditional award for the construction of youthful offender rehabilitative facilities in an amount up to \$5,655,740 was approved. Received.

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

Supervisor Vasquez: CSAC Directors meeting held May 15, 2014

Supervisor Abe:

- CSAC Mini Summit held May 1, 2014 and Legislative Conference held May 14-15, 2014
- NCCC Directors meeting held May 15, 2014
- Economic Development Advisory Committee held May 16, 2014
- Wheatland Pet Parade held May 17, 2014
- Memorial Adjournment - Mr. Richard "Dick" Barton

Supervisor Griego:

- SACOG Transportation Committee held May 15, 2014
- Yuba Sutter Transit Authority meeting May 15, 2014
- FRAQMD Committee May 15, 2014
- South County Economic Committee Hot Dog Social May 22, 2014
- Memorial Adjournment: Ms. Delores Jeremiah and Mrs. Marjorie Simeroth

Supervisor Stocker: Fallowed farmland

Supervisor Abe left the meeting at 11:06 a.m. and returned at 11:09 a.m.

County Administrator Robert Bendorf:

- Chamber of Commerce State of County address May 22, 2014
- United Way Day of Action June 20, 2014 and Nancy Ferreira Leadership Award presented to Assessor Bruce Stottlemeyer

IX. CLOSED SESSION: The Board retired into closed session at 11:11 a.m. and returned at 11:15 a.m. with all Board and staff present as indicated above.

A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba No report.

X. ADJOURN: 11:15 a.m. in memory of Mrs. Delores Jeremiah, Mrs. Marjorie Simeroth, and Mr. Richard "Dick" Barton.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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The County of Yuba

Clerk of the Board of Supervisors



207-14

June 10, 2014

TO: Board of Supervisors
FROM:  Donna Stottlemeyer, Clerk of the Board of Supervisors
SUBJECT: Yuba County Commission on Aging Bylaws

Recommendation

Approve revised Yuba County Commission on Aging Bylaws dated April 9, 2014.

Background and Discussion

Commissions and committees are required to have bylaws outlining functions, roles, and duties of the commission and from time to time updated and become effective upon Board approval. The Commission on Aging approved the attached bylaws at their meeting of April 9, 2014 and are submitted for Board approval.

Committee Action

None. Brought directly to the Board.

Fiscal Impact

There is no fiscal impact.

Attachment

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YUBA COUNTY COMMISSION ON AGING Bylaws

ARTICLE 1. NAME:

The name of this commission shall be YUBA COUNTY COMMISSION ON AGING, also referred to as the "Commission."

ARTICLE II. FORMATION:

This Commission has been formed by the Yuba County Board of Supervisors' Resolution No. 1998-153 on December 15, 1998.

ARTICLE III. PURPOSE:

The primary purpose of the Commission is to act in an advisory capacity to the Yuba County Board of Supervisors in matters concerning seniors of Yuba County.

ARTICLE IV. FUNCTION:

The Commission shall be responsible for:

- 1) advising the Yuba County Board of Supervisors on matters relating to adults and seniors;
- 2) promoting and overseeing the development of coordinated and effective delivery of services and resources for seniors reflective of the changing demographic nature of Yuba County;
- 3) advocating for human services programs, services and issues;
- 4) enhancing community awareness of the varying needs of the adult and aging population;
- 5) coordinating with Yuba County departments, other advisory boards, commissions, committees and organizations which deal with adult and aging issues; and
- 6) creating constructive working relationships between public agencies and the private sector.

ARTICLE V. DUTIES:

In fulfilling the above-described functions, the Commission shall annually:

- 1) develop specific objectives with measurable outcomes;
- 2) submit to the Board of Supervisors a program of work to be accomplished; and
- 3) file an annual report of its completed activities with the Board of Supervisors.

ARTICLE VI. MEMBERSHIP:

The membership of the Commission shall consist of seven (7) members who shall be appointed by the Yuba County Board of Supervisors. Each supervisor shall appoint one (1) member and two (2) "At Large" members shall be appointed by the Board of Supervisors.

ARTICLE VII. QUALIFICATIONS OF MEMBERSHIP:

Members shall be residents of Yuba County. Members shall be selected according to their interest and experience relating to adults and seniors in the areas of protective services, advocacy, outreach, education, health, mental health, and special services such as transportation.

ARTICLE VIII. TERM OF OFFICE:

A. The term of office for each Commission members shall run concurrent with the term of the Supervisor for the district which they represent.

B. Members at large serve at the will of the Board.

ARTICLE IX. VACANCY:

Unscheduled vacancies in the Commission shall be filled by the same appointment process used for scheduled vacancies. The Commission shall make recommendations to the Yuba County Board of Supervisors with respect to such vacancies.

ARTICLE X. TERMINATION OF MEMBERSHIP:

Membership on the Commission and all rights of membership shall be terminated on the occurrence of any of the following:

- 1) Resignation presented in writing to the Board of Supervisors, with a copy to the Commission, by any member.
- 2) Removal from membership by the Board of Supervisors at its discretion.
- 3) Dissolution of the Commission by the Board of Supervisors.
- 4) Death of a member
- 5) Two (2) unexcused consecutive absences from regularly scheduled meetings during the course of any calendar year shall constitute ground for termination of membership on the Commission. An absence is excused if a Commission member notifies an officer of the Commission in a reasonable amount of time prior to the subject meeting. Nonetheless, if a member should be absent, excused or unexcused, for one-half of the regularly scheduled meetings during any calendar year, his or her membership on the Commission shall be subject to review by the Board of Supervisors.

ARTICLE XI. OFFICERS:

A. The officers of the Commission shall consist of a chairperson, a vice chairperson, and a secretary/treasurer. At the organizational meeting of the Commission, these officers shall be elected by a majority vote of the membership and shall serve until June 30th of the year in which they are elected.

B. For subsequent elections, a recommended slate of officers will be presented by the Nominating Committee at the May meeting of the Commission. At the June meeting, additional nominations will be accepted from the floor. The election will be determined by a majority vote.

C. Members whose terms of office are due to expire on June 30th are not eligible for nomination unless reappointed to the Commission. A newly appointed member whose term of office will not commence until July 1st is eligible for nomination.

D. Officers of the Commission shall be elected annually at the Commission's June meeting and shall serve from July 1 through June 30 of the following year. Officers may be re-elected to the same office for an additional year of service without interruption.

ARTICLE XII. DUTIES OF OFFICERS:

A. Chairperson: The chairperson shall hold the general powers and duties usually vested in a chairperson. He/she shall preside at all Commission meetings, represent the Commission before the Boards of Supervisors, and present the annual report to the Board of Supervisors.

B. Vice Chairperson: The vice chairperson shall perform the duties or any exercise of power of the chairperson in those instances where the chairperson is unable to do so for any reason.

C. Secretary/Treasurer: The secretary/treasurer shall prepare agendas, and keep minutes of all Commission meetings, regular and special, maintain other records as necessary, handle all correspondence as appropriate, and act as the Commission's fiscal officer.

ARTICLE XIII: TIME, DATE, LOCATION OF MEETINGS:

Commission shall meet on the 2nd Wednesday of each month at a time and location determined by the Commission.

ARTICLE XIV: QUORUM:

Four (4) members of the Commission shall constitute a quorum for the transaction of business, provided however, that in the event there is a vacancy of the Commission, the Commission shall be deemed to be composed of only the members who have been appointed and a quorum shall consist of a majority of the members thereof, and the actions of this quorum shall stand as the action of the Commission.

ARTICLE XV: COMMITTEES:

A. Standing committees, consisting of less than a quorum of the membership, with continuing jurisdiction over a particular subject matter, may be created by formal action of the Commission. Thereafter, the chairperson shall appoint a member of the Commission to serve as chair of the standing committee so created.

B. Ad hoc committees and task forces, consisting of less than a quorum of the membership, may be created for a single defined task with a deadline for its completion by formal action of the Commission. Thereafter, the chairperson shall appoint a member of the Commission to serve as chair of the ad hoc committee so created.

C. Appointments to standing committees will be reviewed annually for reappointment during the July meeting of the Commission.

ARTICLE XVI. POLICY RECOMMENDATIONS:

When appropriate, the Commission shall:

- 1) Act as an advisory body to the Board of Supervisors by studying, evaluating, and making recommendations on grant and program proposals affecting the well being of senior citizens in Yuba County.
- 2) Discuss and recommend appropriate action to the Board of Supervisors with respect to legislative bills concerning senior citizens.
- 3) Make recommendations to the Board of Supervisors with regard to programs and issues of general interest to senior citizens including, but not limited to: nutrition, transportation, health, housing and recreation.

ARTICLE XVII. CONFLICT OF INTEREST:

No member of the Commission may vote upon any matter before the Commission in which the member has a financial interest as defined in the Political Reform Act (Government Code ARTICLE 81000, et seq.). In the event of such an interest, the member must disclose the nature of the financial interest and abstain from discussion and voting on the matter.

ARTICLE XVIII. AMENDMENT OF BYLAWS:

The following procedures shall be followed to amend these by-laws:

- 1) Proposed amendments shall be prepared and forwarded to the Secretary/Treasurer a minimum of fifteen (15) days prior to the date desired for consideration of the change.
- 2) The Secretary/Treasurer will include the proposed amendment on the agenda for the meeting.
- 3) The proposed amendment will be acted upon as deemed appropriate.
- 4) Amendments to these by-laws must be approved by a majority vote of the Commission prior to becoming effective.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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June 10, 2014



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TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: AUTHORIZE HIRING OF PRINCIPAL ENGINEER AT STEP 6

RECOMMENDATION:

Authorize Public Works to hire a Principal Engineer at salary step 6 (1.25%).

BACKGROUND:

In today's market it is extremely difficult to find qualified candidates for engineering positions, especially when comparing public sector salaries with those in the private sector. Public Works recently made a presentation to your board regarding the extensive requirements of the new Phase 2 Small MS4 General Permit, and the need to hire a new engineer to accommodate the workload resulting from the new mandate.

DISCUSSION:

To fill this need, Public Works recently recruited for the position of Principal Engineer with a Water Resources specialty. We were successful at recruiting an extremely qualified engineer from a neighboring county who has a long list of career accomplishments and many years of relevant experience, including the last 6 as a Deputy Director of Public Works - Water Resources.

His acceptance of the position, however, is contingent upon a starting salary at Step 6 (1.25%), which would bring him to a level equivalent to his current salary. Considering the experience and qualifications of the applicant, the Department feels the advanced salary step is warranted.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The cost for the position is budgeted, and there are adequate funds budgeted to hire at the advanced step. Funding for the position (approximately \$145,000) is a combination of General Fund (\$123,000) and Road Fund (\$22,000) monies.

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TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF PROPERTY IN CHALLENGE FOR ROAD DEPARTMENT SHOP -
 APNs 050-110-025, 050-140-055, and 050-140-056)

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase, including the execution of any necessary documents subject to County Counsel review, of APNs 050-110-025, 050-140-055, and 050-140-056 for the purchase price of \$160,000.

BACKGROUND:

The community of Challenge is uniquely situated as the ideal location for a county shop facility for staging snow plow equipment. It is located at the base of a steep incline which routinely is the snow fall line. For many years, Public Works has been renting the subject property from the Bamfords for use as a satellite corporation yard and snow plow staging area.

DISCUSSION:

The Bamfords expressed interest in selling the subject property to the County and the County determined it was in the best interest of the public to purchase the property rather than continue leasing it long term. To reach a mutually acceptable purchase price, the County is having to pay slightly above appraised value. However, it is in the best interest of the County to pay the higher price because of the lack of suitable, flat-terrained, properties in the Challenge area, which is the ideal location for staging snow plow equipment.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as direction for this item was previously provided by your Board.

FISCAL IMPACT:

Approximately \$165,000 from Trust 188 (Countywide Traffic Impact Fees) to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs. Countywide development impact fees are collected on all new development projects (including residential and non-residential) to offset impacts caused by new growth or development. Trust 188 monies are the portion of the countywide impact fees collected for traffic impacts.

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

**RESOLUTION AUTHORIZING PUBLIC
WORKS DIRECTOR TO COMPLETE
PURCHASE OF APNS 050-110-025,
050-140-055, AND 050-140-056, AND
EXECUTE ALL DOCUMENTS NEEDED
TO COMPLETE PURCHASE/ESCROW**

RESOLUTION NO. _____

WHEREAS, the County is currently leasing the Challenge shop from James and Marsha Bamford, located at 10065 LaPorte Road; and

WHEREAS, the Bamfords have agreed to sell the property to the County; and

WHEREAS, it is in the best interest of the County to purchase the property for long-term County Road Department use, instead of paying ongoing lease payments; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer to the owner, which has been negotiated successfully by both parties at a \$160,000 purchase price; and

WHEREAS, the purchase price is slightly higher than appraised value, but the Board has determined it is in the best interest of the County to pay the higher price because of the lack of suitable, flat-terrained, properties in the Challenge area, which is the ideal location for staging snow plow equipment;

WHEREAS, purchase costs will be covered by the Traffic portion of the Countywide Capital Facilities Fees (Trust 188).

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NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of APNs 050-110-025, 050-140-055, and 050-140-056, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

PASSED AND ADOPTED this _____ day of _____
2014, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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



The County of Yuba

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Kevin Mallen, Director

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TO: BOARD OF SUPERVISORS

FROM: Wendy W. Hartman, Planning Director
Ed Palmeri, Project Planner

SUBJECT: Approve an Amendment to a Professional Services Agreement with AECOM Regarding the Magnolia Ranch Specific Plan Project and Authorize the Chair to Execute Same

DATE: June 10, 2014

Recommendation:

Approve an amendment to a Professional Services Agreement with AECOM regarding Magnolia Ranch Specific Plan project and authorize the Chair to execute same.

Background:

CEM Investments (the applicant) submitted applications for a General Plan Amendment, Specific Plan Amendment, Change of Zone, Tentative Subdivision Map (Large and Small Lot), and Development Agreement for the Magnolia Ranch Specific Plan project. The project proposes development of approximately 1,039 acres located south of Ostrom Road, east of Bradshaw Road and west of South Beale Road (the Project). The General Plan designation for the project site is Employment Village (EV) and the zoning designation is Exclusive Agriculture (AE-80).

In accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines, an environmental impact report (EIR) will be prepared for the Magnolia Ranch Specific Plan project. An Agreement for Professional Services with AECOM to prepare an EIR and review the specific plan was approved by the Board at its meeting of September 14, 2010. In the same action, the Board approved a Reimbursement Agreement with CEM Investments to recover costs associated with processing of the application.

Discussion:

The proposed project concept was initially discussed during the 2030 General Plan update in December of 2006 when CEM submitted a partial application for a Specific Plan (SP2006-0002). In January 2010, after significant progress had been made towards General Plan preparation, the applicant submitted other related applications listed above. The applicant requested that staff begin review of the Project even though significant supporting materials necessary to deem the applications complete were not ready.

During initial application review there were numerous communications and meetings concerning different aspects of the Project and related materials needed to move forward with the Project. In June 2012 the first of three administrative draft specific plan iterations was submitted for review and in November 2013 the tentative subdivision tract/parcel maps were submitted for review. To date, the Development

Agreement application is considered incomplete. With adoption of the 2030 General Plan in June 2011, which changed the land use designation of the project area from Valley Agriculture to Employment Village, the General Plan Amendment application is no longer necessary.

From the time the initial applications were submitted, staff and AECOM proceeded as far as possible with the Project review and environmental impact report preparation. In the meantime, given potential litigation challenging the Project, the county and applicant entered into a Joint Defense and Confidentiality Agreement regarding preparation and review of a defensible EIR.

Due to the various delays discussed above, increased communications/meeting requests and review of multiple reiterations of draft documents AECOM has submitted a revision to their September 2010 scope of work and budget to complete the plan review and EIR, in the additional amount of \$25,463.00 Staff also recommends deleting the set dollar amount for scope of work authorizations that can be made through the Community Development & Services Agency Director. The maximum amendment amount of 15% of the base contract will remain. This would allow for expedient processing of possible unforeseen scope changes.

No other changes to the Professional Services Agreement are proposed. CEM Investments have been made aware of the proposed scope and budget amendment and have not objected.

Committee Action:

The Professional Service Agreement was previously heard and approved by the Board on September 14, 2010.

Fiscal Impact:

By approving the reimbursement agreement on September 14, 2010, the Board ensured that CEM Investments pays costs associated with professional planning services, environmental documents, fiscal analysis, and processing entitlements for the proposed project. No net decrease in County funds will result from approving this minor amendment to the Agreement for Professional Services.

Attachment(s):

1. Amendment #6 to Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
AECOM TECHNICAL SERVICES, Inc.**

AMENDMENT #6

This is the sixth amendment to the Professional Services Agreement (the Agreement), dated September 14, 2010, for consultant services between the County of Yuba (County) and AECOM TECHNICAL SERVICES (Consultant) ("Amendment #6").

Pursuant to Payment Condition D.22, "Modifications" of the basic Agreement, the following change to the terms and conditions is hereby made:

Modify A.1.1. Scope of Work: Magnolia Ranch Project

Revision to the Basic Services identified under Schedule 1 to the Agreement that relate to work conducted by Consultant and attached hereto as "Attachment A." The additional work requires an additional fee. Therefore, the contract budget as described in Schedule 3 to the Agreement is hereby increased by the amount of Twenty-Five Thousand Four Hundred and Sixty-Three dollars (\$25,463) for a total contract amount not to exceed Three Hundred Forty-Three Thousand One Hundred and Fifty-One dollars (\$343,151).

Modify B.4 AMENDMENTS TO SCOPE OF WORK

Attachment A and Provision B.1 of this Agreement may be amended upon written authorization of the Community Development & Services Agency Director and agreed to by CONSULTANT in writing if, and only if, the total aggregate amount of all such authorizations does not exceed 15% (fifteen percent) of the "BASE CONTRACT FEE," or \$43,341.45 over the term of this Agreement.

All other terms and conditions remain unchanged.

In witness whereof, the parties hereto have executed this Amendment #6 to the Agreement on _____, 2014.

"COUNTY"
County of Yuba

Chairman of the Board,
Board of Supervisors

ATTEST:

Donna Stottlemeyer,
Clerk of the Board of Supervisors

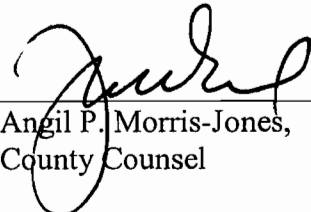
"CONSULTANT"
AECOM TECHNICAL SERVICES, Inc.



Vice-President

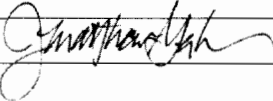
Vice-President

APPROVED AS TO FORM:



Angil P. Morris-Jones,
County Counsel

ATTACHMENT A**Memorandum**

To	Kevin Mallen, Wendy Hartman, and Ed Palmeri	Page	1
CC	Francine Dunn		
Subject	Additional Services		
From	Matthew Gerken 		
Date	May 13, 2014		

EFFICIENT ENVIRONMENTAL REVIEW

We support the objective of minimizing the level of effort of environmental review for projects consistent with the 2030 General Plan. Most general plans include only general estimates of land use change. The 2030 GP includes a parcel-based, detailed assessment of existing and new land use under the GP. This detail enables more accurate infrastructure demand analysis, including travel demand (and associated planning of new facilities). This approach greatly increases the CEQA streamlining benefits for future development and infrastructure projects consistent with the GP. Projects will enjoy a faster and cheaper CEQA review process thanks to the detailed analysis and mitigation program in the GP and GP EIR. We took advantage of GP-related efficiencies for Magnolia Ranch and would anticipate doing the same for future projects.

COST-EFFECTIVE MAGNOLIA RANCH PROPOSAL

Our approach to the GP allowed us to prepare an extremely efficient proposal for the Magnolia Ranch Specific Plan Review and EIR. AECOM's budget for the full-scope EIR for this large Specific Plan and off-site infrastructure improvements was just \$171,608. In order to provide everything the County needed with the lowest possible budget, we had to very carefully consider exactly what would be required to complete this project. This includes a comprehensive review of all the technical studies prepared by the project proponents and their contractors to incorporate everything produced by others, as appropriate, to avoid duplication of efforts. This also included identification of a specific number of meetings, iteration of deliverables, the timing of our work on the Specific Plan and EIR, and other important assumptions. These assumptions were outlined in Section E of our Proposal and are referenced in the contract scope of work, as well.

TRAFFIC AMENDMENTS

In March of 2013, we executed a contract amendment for \$3,445 to provide additional budget to Fehr & Peers to add roadways and intersections to the analysis. With this amendment, we also deleted all the "Phase 1" contract language for the plan review part of our scope of work and freed up the remaining budget in Phase 1 to be used in whatever way the County directed (for tasks outside the remaining scope of work). In December of 2013, we executed a contract amendment for \$25,300 to provide additional budget to Fehr & Peers to add mitigation triggers.

ADDITIONAL SERVICES

As you know, we are preparing the public review draft EIR, incorporating comments from County staff and the applicant team. We understand this project will require additional services beyond those included in the 2010 proposal and subsequent traffic-related amendments.

Our original cost estimate was based on the schedule included in the Proposal. As noted in the Proposal, should significant delay occur (more than 90 days) for reasons beyond our control, changes may apply to the remaining work, based on labor rates in effect at the time of the delay. As you know, this delay has occurred and the budget estimates need to be updated to reflect this fact.

For example, we received a draft Specific Plan at the end of September 2012 and provided a detailed and comprehensive review memo on October 14th, 2012. The next iteration of the Specific Plan was in June 2013, approximately 8 months following our review memo. We provided our review memo of the June 2013 revised draft Specific Plan in July of 2013. The turnaround time for Specific Plan review memos was expedited.

The administrative draft EIR was also prepared in a very expedited manner, even though certain elements of the project description were not definitively established. The Specific Plan generates the need for various off-site traffic improvements. Rather than waiting until this important part of the project description was fully defined, we moved ahead with the EIR analysis, believing that schedule was a priority. This resulted in additional costs, as we had to go back and adjust all sections of the EIR to ensure that they address not only on-site and off-site sewer impacts, but also the off-site traffic impacts.

In addition, our cost-efficient budget was structured to address one set of consolidated, non-conflicting comments from County staff. Reconciling multi-party comments can be helpful in some cases, but is more costly. In this case, we have been asked to make revisions to the administrative draft EIR in response to County comments, as well as those from the applicant team. In addition, we have been and anticipate being asked in the future to attend teleconference and in-person meetings to explain EIR analysis, findings, and mitigation strategies. These meetings were not included in our 2010 proposal.

COST OF TIME

Our proposal was designed with 2010 rates to be as cost-competitive as possible. Significant delay has occurred and this was beyond our control. We do not propose to be made whole for previous work where costs have been higher for us, without being able to use higher billing rates.

Rather, we have gone through each member of our staff to work on the rest of this project and have updated 7 rates and left 6 the same to reflect updated anticipated costs for finishing this project. While this strategy will not be sufficient to full cover our additional costs related to delays in the schedule outside of our control, we believe this represents a reasonable compromise. Applying new rates to the work still to be completed results in a total cost increase of \$6,295.

COST OF ADDITIONAL REVISIONS

Instead of revising the administrative draft EIR to address one set of County comments, we understand that your direction would be to consider a set of applicant comments, as well. We understand that the County will review applicant comments and provide us with one set of direction that includes both

applicant comments that the County accepts, as well as the County's staff's own comments. It may be helpful in certain areas to consider applicant comments in addition to County staff comments, and we agree that it is a good idea to closely coordinate with you regarding which applicant comments should inspire a change to the EIR.

Assuming that the additional services related to reviewing and responding to applicant comments and reconciling applicant comments with County staff comments will require approximately twice as much effort as responding to County staff comments, our additional costs would be approximately \$9,168, using current rates.

CONTINGENCY

For this project, it has become necessary to attend meetings and do other work that is not included in our scope of services. We anticipate that there may be similar requests in the future. To allow us to respond to such requests, while also continuing to expedite the schedule, we recommend a very minor contingency amount. This would only be used in the event we are asked to do work outside our amended scope of services. We recommend a contingency of \$10,000.

SUMMARY

Our overarching objective with our planning and environmental services is to assist the County to the greatest degree possible and provide an imminently defensible environmental analysis. With the above-requested items, we are not looking to maintain or increase profit on this project – merely to try to cover some portion of our increased costs related to additional requested services and delay in the schedule that was outside our control. The total additional budget required to cover a portion of our costs, as outlined in this Memo, is \$25,463.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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June 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH NORTH STATE RESOURCES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE IOWA CITY ROAD AND SPRING VALLEY ROAD BRIDGE REPLACEMENT PROJECTS

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute the agreement with North State Resources, Inc. to provide professional engineering services to perform environmental work for the Spring Valley Road and Iowa City Road Bridge Replacement Projects.

BACKGROUND:

The existing bridges along Spring Valley Road and Iowa City Road are currently rated as structurally deficient and are in need of replacement. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of replacement bridges. Funds for preliminary engineering work were recently authorized and a request for proposals for professional environmental services was circulated. The County received four proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to North State Resources, Inc. in the amount of \$83,624 for both projects. The bridges are tentatively schedule for replacement in 2017 and 2018.

DISCUSSION:

The work provided will consist of performing environmental studies and preparing documentation to satisfy NEPA and CEQA requirements and obtain the necessary environmental permits. The County will be responsible for structure and roadway design, right of way acquisition, utility coordination, and project management. The purpose of this project is to replace two structurally deficient bridges with structures that meet current standards.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Preparation of the surveys, exhibits and all required reports will not exceed \$83,624. The design for both projects will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional engineering services, for the **Spring Valley Road over Little Dry Creek Bridge Replacement (Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge # 16C0077) Project** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

North State Resources, Inc.
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: April 14, 2014

Termination Date: April 13, 2017

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

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Exhibit A – Scope of Services, Schedule and Cost

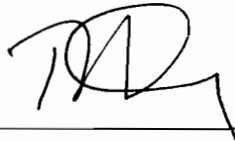
9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2014.

"COUNTY"
COUNTY OF YUBA

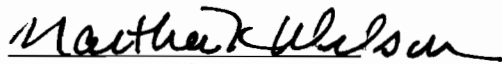
"CONSULTANT"



Board Chair

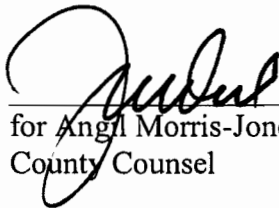
North State Resources, Inc.

INSURANCE PROVISIONS APPROVED



Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

North State Resources, Inc.– Spring Valley Road over Little Dry Creek Bridge Replacement
(Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge #
16C0077) Project

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached exhibit labeled as Exhibit A – Scope of Services, Schedule and Cost.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

North State Resources, Inc.— Spring Valley Road over Little Dry Creek Bridge Replacement
(Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge #
16C0077) Project

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed EIGHTY THREE THOUSAND SIX HUNDRED TWENTY FOUR DOLLARS (\$83,624); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed NINETY ONE THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS (\$91,986) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

COUNTY OF YUBA

North State Resources, Inc.– Spring Valley Road over Little Dry Creek Bridge Replacement
(Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge #
16C0077) Project

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS AND REPORTING. CONSULTANT 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 CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 COPYRIGHTS, PATENT AND TRADEMARKS. CONSULTANT guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork incorporated into the provided product are owned by the CONSULTANT, provided and owned by the COUNTY or the CONSULTANT has permissions from the rightful owner to use each of these elements. The CONSULTANT will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONSULTANT.

C.9 DEBARMENT. COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at www.epls.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.

C.10 FEDERAL FUNDING. This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTs and consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

C.11 COST PRINCIPLES. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the LOCAL AGENCY.

C.12 CONTINGENT FEES. The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon

an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.13 EQUIPMENT PURCHASE. Prior authorization in writing, by the LOCAL AGENCY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the LOCAL AGENCY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project. All subcontracts in excess \$25,000 shall contain the above provisions.

C.14 CONFLICT OF INTEREST. The CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. Except for subcontractors whose services are limited to providing

surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

C.15 SECURITY CLEARANCE AND BACKGROUND CHECK. CONSULTANT shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONSULTANT personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONSULTANT's expense and shall be coordinated by the CONSULTANT with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONSULTANT personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONSULTANT will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONSULTANT's assigned personnel. CONSULTANT personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONSULTANT to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONSULTANT is unable to perform the work with persons acceptable to the COUNTY.

COUNTY OF YUBA

North State Resources, Inc.– Spring Valley Road over Little Dry Creek Bridge Replacement (Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge # 16C0077) Project

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

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

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

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

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

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

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

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT.

In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

D.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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 123
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

North State Resources, Inc.
Attn: Mark Wuestehube
2595 Ceanothus Ave, Ste. 182
Chico, CA 95973
Office: 530-345-4552

COUNTY OF YUBA

North State Resources, Inc.– Spring Valley Road over Little Dry Creek Bridge Replacement
(Bridge # 16C0091) & Iowa City Road over Jack Slough Bridge Replacement (Bridge #
16C0077) Project

ATTACHMENT E

INSURANCE PROVISIONS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(Not required if CONSULTANT provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

“extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Exhibit A – Scope of Services, Schedule and Cost

Yuba County Department of Public Works

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

Offered to:

Yuba County Department of Public Works
Attn: Mr. Ken Godleski, Associate Engineer
915 8th Street, Suite 125
Marysville, CA 95901
Telephone: (530) 749-5420

Offered by:

North State Resources, Inc.
500 Orient Street, Suite 150
Chico, CA 95928
Telephone: (530) 345-4552
Fax: (530) 345-4805

Contact Person:

Mark Wuestehube
Project Manager / Ecologist

P17618

Exhibit A – Scope of Services, Schedule and Cost

Spring Valley Road over Little Dry Creek Bridge Replacement and Iowa City Road over Jack Slough Bridge Replacement Projects

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Section 1

Scope of Work

The Yuba County Department of Public Works (County) is soliciting proposals to provide environmental services for the Spring Valley Road over Little Dry Creek Bridge Replacement (Bridge No. 16C0091) and the Iowa City Road over Jack Slough Replacement (Bridge No. 16C0077) projects.

At Spring Valley Road, the County will replace the existing 61-foot-long, four span two lane bridge with a 105-foot-long bridge along a new alignment. The replacement bridge will be either a single span concrete box, T girder, or I girder.

At Iowa City Road, the County will replace the existing 32.2-foot-long, 2 span flat slab concrete bridge with a 44-foot long, single span flat slab concrete bridge. Bridge removal and replacement will require the construction of a temporary detour road upstream of the existing bridge.

Based on a review of the Request for Proposals (RFP) received by NSR on November 8, 2013, the project descriptions and figures provided by the County, and our experience working with Caltrans District 3 Local Assistance staff on similar projects, North State Resources, Inc. (NSR) proposes the following scope of work.

Task 1: Natural Environment Study (NES)

Separate NES reports will be prepared for each project.

- 1.1 Review and evaluate background information regarding biological resources in the project area (e.g. published literature, NSR project files, agency guidelines).
- 1.2 Obtain a list from the U.S. Fish and Wildlife Service (USFWS) identifying federally listed, proposed, and candidate species that may potentially occur, or be affected by projects, in the vicinity of the project area.
- 1.3 Review the California Department of Fish and Game (CDFG) California Natural Diversity Data Base (CNDDB) for reported occurrences of special-status species within approximately 5 miles of the project area.
- 1.4 Conduct a field assessment of the entire project area to characterize the habitats present and determine the potential of the site to support any regionally occurring special-status plant, fish, or wildlife species.
- 1.5 Conduct a one-visit botanical inventory to determine the presence/absence of special-status plant species within the project area. The field survey will be conducted in general

accordance with the CDFG *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. To the extent practicable, the survey will be timed to coincide with the blooming period for target species; all target species may not be identifiable during the survey.

- 1.6 Prepare a NES report in accordance with the California Department of Transportation (Caltrans) *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports*. The report will include (1) a discussion of the proposed project; (2) the methodology of the biological investigations; (3) a characterization of the biological resources present within the Biological Study Area (BSA) and vicinity; (4) an assessment of invasive plant species; (5) an assessment of the potential for the proposed project to result in adverse effects on special-status species and other sensitive biological resources (e.g., waters of the United States, migratory birds, roosting bats, riparian habitats); (6) a discussion of the regulatory framework relating to sensitive biological resources; and (7) recommended avoidance and minimization measures to reduce the potential for adverse project-related effects.

A draft report will be submitted to the County for review and comment. Following County review/approval, the draft report will be submitted to Caltrans for review/approval. Following Caltrans review, the report will be finalized. NSR will provide the County with up to five hard copies of the final NES report, and a CD with electronic copies of the final report (Word and PDF files).

Task 2: Preliminary Environmental Study (PES) Form and Caltrans Field Meeting

One kick-off meeting with the County will be conducted to address both projects. Separate PES forms will be prepared for each project. Both projects will be addressed during a single field meeting with Caltrans.

- 2.1 Participate in a focused kick-off meeting with the County to discuss the project components and potential issues, and completion of the PES form. NSR will have a working draft PES for available at the kick-off meeting. A primary objective of the meeting will be to identify and record the information necessary to complete the draft PES form. Other agenda items for the meeting are anticipated to include: 1) anticipated environmental constraints and required regulatory approvals; 2) key milestones and schedule for project completion; 3) areas to be included in the APE map; and 4) scheduling the Caltrans field meeting. The meeting can be conducted by telephone or at the County office, as requested by the County.
- 2.2 Following the kickoff meeting, NSR will complete the draft PES form and send to the County for review/approval and submittal to Caltrans. It is anticipated that the County will prepare the APE map.
- 2.3 Attend a field meeting with the County and Caltrans. The field review will focus on finalizing the PES form, verifying the APE map, identifying issues of concern and

required technical studies, and confirming the appropriate level of NEPA documentation. It is anticipated that the field meeting will be conducted after submittal of the draft PES form and APE map to Caltrans.

Task 3: Phase I Initial Site Assessment

A separate hazardous materials/hazardous waste assessment will be prepared for each project. The assessment for each location is proposed to be conducted in the form of a Phase I Initial Site Assessment (ISA). The Phase I ISA will evaluate areas within the proposed road alignment and areas of improvements, contractor staging areas, and adjacent properties with respect to the potential impact of hazardous materials and petroleum products on the project locations.

The scope does not include the evaluation or testing (Phase II) of asbestos-containing materials or aerially deposited lead (ADL). If the results of the Phase I ISA indicate that Phase II investigation and sampling is warranted, a supplemental cost and cost estimate can be provided to the County. The scope of work does include the evaluation or testing (Phase II) of lead-based paint.

The Phase I ISA will be conducted by a California State Registered Environmental Assessor (REA) from Lawrence & Associates and prepared in accordance with ASTM E1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The lead-based paint surveys and reporting will be conducted by Asbestos Science Technology.

- 3.1 Review of environmental records from environmental databases and state and local agency records.
- 3.2 Review of historical use of the project site and encroaching parcels, including records, maps, and aerial photographs.
- 3.3 Site reconnaissance of the project site to document: uses; topography; hydrology; geology; and presence of hazardous substances and petroleum products, including tanks, odors, discoloration, pools of liquid, drums, and other containers.
- 3.4 Interviews with owners, occupants, and local government officials.
- 3.5 Address environmental-related activities documented at adjoining and other vicinity properties.
- 3.6 Prepare a Phase I ISA report that will include: narrative, maps, historical information, proximity to significant contaminated sites, and other findings and conclusions. A draft report will be submitted to the County for review and comment. Following County review/approval, the draft report will be submitted to Caltrans for review/approval. Following Caltrans review, the report will be finalized. NSR will provide the County with up to five hard copies of the final report, and a CD with electronic copies of the final report (Word and PDF files).

Task 4: Delineation of Waters of the United States

A separate delineation of waters of the United States report will be prepared for each project. The delineation reports will be prepared to support a Preliminary Jurisdictional Determination (PJD) by the U.S. Army Corps of Engineers (Corps). All features meeting wetland criteria and exhibiting an ordinary high water mark will be considered as potential waters of the United States. Preparation of the delineation reports to support a PJD is anticipated to streamline the verification process and is not anticipated to result in considering non-jurisdictional features as potential waters of the United States.

- 4.1 Obtain and evaluate baseline data (e.g., aerial photograph, topographic maps, soil survey). If available, an aerial photograph and site-specific topographic mapping will be provided by the County in electronic format (e.g., JPEG, AutoCAD). If not available, NSR will use aerial photographs and topographic contours available from the U.S. Geological Survey (USGS).
- 4.2 Conduct field delineation of the project site in accordance with Corps methodology. This will include three-parameter data points to identify wetland features and delineation of the ordinary high water mark for other waters of the United States. Dependent on field conditions, the delineation may include the use of aerial photograph and topographic map interpretation in concert with the collection of data points.
- 4.3 Determine type and acreage of jurisdictional wetlands and other waters of the United States present within the project site. Please note that this determination will be subject to verification by the Corps.
- 4.4 Prepare a waters of the United States delineation report suitable for submittal to the Corps. The delineation report will contain background information, data sheets, and a delineation map. A draft delineation report will be submitted to the County for review/approval. Following County review/approval, the draft report will be submitted to Caltrans for review/approval. Following Caltrans review, the report will be finalized and AutoCAD compatible files of the delineation map will be delivered.
- 4.5 At the request of the County, NSR will submit the final delineation report to the Corps with a request for verification, with a copy to Caltrans.

Task 5: Archaeological/Historic Properties Survey Report

Separate Archaeological Survey Reports (ASR) and Historic Properties Survey Reports (HPSR) will be prepared for each project.

- 5.1 Assist the County with identifying the limits of the Area of Potential Effects (APE), preparation of the APE map, and obtaining Caltrans approval of the APE map.
- 5.2 A review of records will be conducted at the North Central Information Center of the California Historical Resources Information System, California State University, Sacramento. NSR will also conduct other archival research as necessary to determine the archaeological sensitivity of the project APE.

- 5.3 In compliance with the implementing regulations for Section 106 of the National Historic Preservation Act, NSR will send letters to individuals identified by the Native American Heritage Commission (NAHC) to inform them of the proposed project and inquire about concerns. If a response is not received within 30 days, NSR will follow-up with a phone call. As part of the tribal outreach, the Sacred Lands File maintained by the NAHC will be reviewed to determine if the project location is known to be of particular concern to local Native Americans.
- 5.4 Conduct a systematic pedestrian archaeological survey of the APE. The field survey will be conducted by an NSR cultural resources specialist meeting the *Secretary of the Interior's Qualifications Standards* for archaeology. Any archaeological sites, features, or artifacts that are encountered will be documented on California Department of Parks and Recreation Series 523 forms. No subsurface investigations are planned and no artifacts will be collected.
- 5.5 Prepare an Archaeological Survey Report (ASR) to document the results of the archaeological investigation. A draft ASR will be submitted to the County for review/approval. Following County review, the ASR will be submitted to Caltrans for review/approval. Following Caltrans review, the ASR will be finalized. NSR will provide the County with up to five hard copies of the final ASR, and a CD with electronic copies (Word and PDF files). Since both bridges are presently listed as Category 5 structures by Caltrans (not eligible for listing on the National Register of Historic Places), NSR assumes that no Historic Resources Evaluation Report(s) will be necessary. In addition, a preliminary review of aerial photographs of the project areas did not reveal the presence of any architectural resources such as buildings or structures. This finding also suggests that the development of an HREER will not be necessary.
- 5.6 Assuming the archaeological investigation (e.g., records search, archival research, pedestrian survey) determines that potentially significant historic properties would not be adversely affected by the proposed project, NSR will prepare a Historic Properties Survey Report (HPSR) sufficient to meet NEPA, CEQA, Caltrans, and FHWA requirements. A draft HPSR will be submitted to the County for review/approval. Following County review, the HPSR will be submitted to Caltrans for review/approval. Following Caltrans review, the HPSR will be finalized. NSR will provide the County with up to five hard copies of the final HPSR, and a CD with electronic copies (Word and PDF files).

Task 6: Wetlands Permitting (Section 404, Section 401, Streambed Alteration Agreement)

As requested in the RFP, wetland permitting packages will be prepared for each project. It is anticipated that the projects are authorized under Clean Water Act Section 404 Nationwide Permit 14 (Linear Transportation Projects) and will require submittal of a Pre-construction Notification (PCN) to the Corps. All projects requiring authorization under a Section 404 permit from the Corps must also obtain water quality certification from the Regional Water Quality Control Board. Additionally, it is anticipated that the projects will require submittal of a Notification of Streambed Alteration to the California Department of Fish and Wildlife.

- 6.1 *Section 404 Permit: U.S. Army Corps of Engineers (Corps).* NSR will prepare a PCN package suitable for submittal to the Corps. The PCN will include a description of the proposed project, a quantification of anticipated impacts on waters of the United States, proposed avoidance and minimization measures, proposed compensatory mitigation (if necessary [e.g.] mitigation bank), and information detailing compliance of the proposed project with the terms and conditions of Nationwide Permit 14. The PCN will also include detailed information regarding the potential for the proposed project to result in effects on federally listed species and historic properties. A draft PCN will be submitted to the County for review and comment. Following County review, the PCN will be finalized and up to 5 final copies will be delivered. Upon County authorization, NSR will submit the PCN to the Corps – Sacramento Field Office.
- 6.2 *Section 401 Water Quality Certification: Regional Water Quality Control Board (RWQCB).* NSR will prepare a water quality certification application package suitable for submittal to the Central Valley RWQCB. Note: The initial application package cannot be completed until a public circulation draft CEQA document has been released by the CEQA Lead Agency. Finalization of the application package will require the submittal of a Notice of Determination (NOD) prepared by the County (this can be submitted as available, and after submittal of the initial application package). A draft initial application package will be submitted to the County for review and comment. Following County review, the initial application package will be finalized and (upon County authorization) submitted to the RWQCB. NSR will provide the County with up to 5 copies of the initial application package. Following preparation of a NOD by the County, NSR will submit a copy of the NOD to the RWQCB to finalize the application package.
- 6.3 *Streambed Alteration Agreement Notification: California Department of Fish and Wildlife (CDFW).* NSR will prepare a Streambed Alteration Agreement notification package suitable for submittal to the CDFW. Note: The initial notification package cannot be completed until a public circulation draft CEQA document has been released by the CEQA Lead Agency. If the CDFW determines that a Streambed Alteration Agreement is required, finalization of the notification package will require the submittal of a NOD prepared by the County (this can be submitted as available, and after submittal of the initial notification package). A draft initial notification package will be submitted to the County for review and comment. Following County review, the initial notification package will be finalized and (upon County authorization) submitted to the CDFW. NSR will provide the County with up to 5 copies of the initial notification package. Following preparation of a NOD by the County, NSR will submit a copy of the NOD to the CDFW to finalize the notification package (if required by CDFW).

Section 2

Informational Needs / Assumptions

Information to be Provided by the County

In order to complete the proposed scope of work, NSR would require the following information from the County:

- A complete project description that includes all elements of the proposed project (e.g., purpose and need statement, roadway improvements, in-stream work, schedule, staging, utility relocation, easements, construction techniques).
- Information necessary to assist the County with preparation of the APE map (e.g., locations of all potential ground disturbance).
- Project design drawing in AutoCAD or GIS (sufficient for wetlands impacts assessment).
- Area of soil disturbance, depth of soil disturbance, and cubic yards of soil disturbance.
- Type and volume of materials to be placed within waters of the United States.
- Copy of public draft CEQA document, Notice of Determination, and proof of payment of CDFW CEQA review fees. These items will be needed during the regulatory permitting portion of the scope of work.

Assumptions

Our cost estimate is based on the following assumptions:

- Protocol-level, targeted surveys for special-status animal species will not be required.
- Formal Section 7 consultation under the federal Endangered Species Act is not anticipated; therefore preparation of a formal Biological Assessment report is excluded.
- Receipt of authorization to proceed and information necessary to identify the limits of the APE will be received in time to complete a botanical survey during the blooming period for potentially occurring special-status plant species. If the botanical survey is conducted outside of the blooming period for some or all of the target species, the impact assessment will be based on habitat conditions.
- The hazardous materials/hazardous waste assessments will be prepared in the form of Phase I Initial Site Assessments (ISA). The scope does not include the evaluation or testing (Phase II) of asbestos-containing materials or aerially deposited lead (ADL). The results of the Phase I ISA will indicate whether and to what extent these investigations may be warranted. The scope of work does include the evaluation or testing (Phase II) of lead-based paint.

- Phase II and Phase III archaeological investigations (e.g., excavation, formal recordation, data recovery) and formal tribal consultation will not be required.
- Any required compensatory wetland mitigation will consist of purchase of wetland mitigation credits. Onsite mitigation and restoration/revegetation plans (e.g., mitigation plan/design, performance criteria, monitoring requirements) will not be required.
- All documents will be subject to one round of review and incorporation of comments with the County and Caltrans.
- The County will be responsible for publication of any required public notices.
- The County will be responsible for all fees payable to regulatory agencies (e.g., CDFG, RWQCB).

Section 3

Completion Schedule

Completion Schedule

Task 2	NSR will initiate Task 2 upon receipt of authorization to proceed. Completion of the working draft PES form and the meeting with the County is anticipated to be completed within four weeks of authorization. NSR will submit the PES form to Caltrans within one week following the meeting with the County. The field review with Caltrans is anticipated to be completed within four weeks following the meeting with the County (assuming Caltrans availability). The PES form will be finalized and ready for signature either at the field meeting or within one week of the field meeting (e.g., field review results in need to modify the PES form).
Tasks 1, 3–5	The field surveys (including biological, hazardous materials, wetlands, and archaeological) are anticipated to be completed during March–June 2014. NSR will complete the draft reports under Tasks 1 and 3–5 within four weeks of completion of the informational review and field investigations. Delivery of the draft reports to the County is anticipated during July–August 2014. NSR will deliver the final reports within two weeks of receipt of comments.
Task 6	NSR will complete the PCN (Task 6.1) within two weeks of completion of the technical reports (i.e., biological, wetlands, archaeological), receipt of a complete project description, and receipt of project drawings adequate to complete an impacts assessment. NSR will complete the initial CDFW and RWQCB application packages (Tasks 6.2 and 6.3) within two weeks after circulation of the public draft IS/MND; and submit the NOD within one week of its availability. It is anticipated the required project detail will be available, CEQA completed, and all permit application

submitted by spring 2015. Based on this schedule, all regulatory permits are expected to be obtained between winter 2015 and spring 2016.

Section 4

Cost

Section 4 Cost Proposal

This Cost Proposal, submitted by North State Resources, Inc. (NSR), responds to the Yuba County Department of Public Works Request for Proposals (RFP) to provide environmental services for the Spring Valley Road over Little Dry Creek Bridge Replacement (Bridge No. 16C0091) and Iowa City over Jack Slough Bridge Replacement (Bridge No. 16C0077) projects. For each task, we present the total estimated labor and direct expense costs to complete the work for both projects. The total cost is offered on a time and materials, not-to-exceed basis.

Table 1. Task Totals for Spring Valley Road and Iowa City Road Bridge Replacement Projects

Task	Labor	Expenses	Total
Task 1. NES	\$ 17,548.28	\$ 420.55	\$17,968.83
Task 2. PES Form and Field Review	\$ 4,111.15	\$ 112.85	\$ 4,224.00
Task 3. Phase I ISA	\$ 5,433.28	\$ 4,341.00	\$ 9,774.28
Task 4. Delineation of Waters of the U.S.	\$ 12,966.28	\$ 446.25	\$13,412.53
Task 5. ASR/HPSR	\$ 13,168.37	\$ 539.25	\$13,707.62
Task 6. Wetlands Permitting	\$ 24,076.14	\$ 459.80	\$24,535.94
TOTAL COST ESTIMATE	\$77,303.50	\$6,319.70	\$83,623.20

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The County of Yuba

Environmental Health Department

Clark Pickell Hazardous Materials Supervisor

915 8th Street, Suite 123, Marysville, California 95901

Phone: (530) 749-7523 FAX: (530) 749-5454



212-14

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director *TM*
Clark Pickell/ Certified Unified Program Agency *CP*

SUBJECT: Approval of contract with Applied Engineering and Geology, Inc. for environmental consulting services.

Date: June ¹⁰/₈, 2014

Recommendation: Authorize the Chair of the Board of Supervisors to approve the contract with Applied Engineering and Geology, Inc. to provide continued environmental consulting/engineering services under the approved Emergency, Abandoned and Recalcitrant (EAR) Grant received from the State Water Resources Quality Control Board.

Background: The Environmental Health Department of Yuba County has applied, and been approved for an EAR Grant to remediate the Nelson property located at 3260 Feather River Blvd., Marysville. The grant totals \$1,500,000.00 of allowable funding to complete corrective actions required to remediate the property. We are requesting approval of the contract with Applied Engineering and Geology, Inc. to provide continued services for implementation of these corrective actions required due to operation of underground storage tanks at this site.

Discussion: This grant provides reimbursement of costs incurred to complete remediation activities required to clean the Nelson property of soil and groundwater contamination due to the former operation of underground storage tanks. The grant administrator has pre-approved funding in the amount of \$194,000.00 for remediation tasks as described in the contract.

Committee: The Protective Inspection committee was bypassed due to the very limited time to complete the activities as described in the contract. The contract is for ongoing services and all costs associated with this contract are being reimbursed by the State.

Fiscal Impact: The Environmental Health Department proposes to enter into an agreement with Applied Engineering and Geology, Inc to provide consulting and engineering services not to exceed \$194,000.00 and under the cost/task structure outlined in the contract. The contract shall expire on August 31, 2014. All costs incurred will be initially funded through the general fund under the Environmental Health budget: account # 101-4800-441-23-00, Professional Services, EAR#2 – CUPA line item. All expenditures shall be immediately reimbursed through the grant and therefore there will be no fiscal impact to the general fund.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Remediation of Contamination on Site of the former Nelson Property, located at 3260 Feather River Blvd. Marysville, CA 95901, 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

Applied Engineering and Geology, Inc.
"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: 6/3/2014

Termination Date: 8/31/2014

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 may be automatically extended from the termination date for ninety days. Any notice of termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

3. PAYMENT.

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

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

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

Clark Pickell is the representative of the COUNTY and will administer this Agreement for the COUNTY. Earl Stephens is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions

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

IN WITNESS WHEREOF, the parties hereto have executed this


Agreement on _____, 2014.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

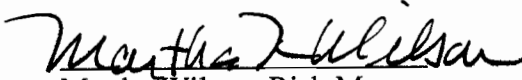
Chair, Board of Supervisors
John Nicoletti



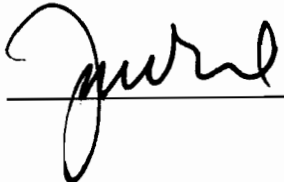
President Applied Engineering and Geology, Inc.
Earl Stephens

ATTEST:
DONNA STOTTLEMEYER, CLERK OF
THE BOARD OF SUPERVISORS

INSURANCE REVIEW


Martha Wilson, Risk Manager

APPROVED AS TO FORM:
Angil Morris-Jones
COUNTY COUNSEL



ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

#	Task*	Amount Pre-Approved	Comments
1	Removal of AEG remedial Equipment/Site Services		Cost to remove all contractors remedial equipment and to close out services at the site.
2	Prepare a workplan for the installation of 4 new domestic wells.		Workplan for replacement of contaminated domestic wells.
3	Construction/Replacement of 4 domestic contaminated domestic wells and removal of associated treatment units after completion. This process also includes a pilot study on the first well to verify proper depth and well construction.		Actual construction of 4 new domestic wells to replace current contaminated wells. This includes a pilot study done on first well to verify that the water is outside the contaminated zone and the well is properly constructed. After successful completion removal of the current onsite well treatment systems.
4	Geotracker uploads		Upload site information into the State of California's Geotracker database required by regulation.
5	Decommission/destruction of the contaminated domestic wells and all remedial, vapor, and ground water monitoring wells.		Destruction of the replaced domestic wells and all wells associated with the remediation of the property. This process will continue until completed or the approved funding is exhausted.
	TOTAL ESTIMATED COSTS	\$194,000.00	
	TOTAL PRE-APPROVED	\$194,000.00	

A.2. TIME SERVICES RENDERED.

June 3, 2014 – August 31, 2014

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 facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

A.5. LIMITATIONS ON SCOPE OF WORK.

Only the tasks/costs reflected on the table listed on Attachment A, A.1, are pre-approved at this time. The County in association with the EAR Account/Fund will review any tasks/costs that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable.

If a different scope of work becomes necessary, then CONTRACTOR must request pre-approval of the costs associated with the new scope of work.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall not pay CONTRACTOR a contract fee; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$194,000.00 plus any additional 15% surcharge on subcontractor invoices per State Water Resources Control Board reimbursement policy, without amendment to this Agreement approved by the Yuba County Board of Supervisors.

Invoices must include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes made in the scope of work or increases in the costs. When the invoices are submitted the contractor must include copies of all:

- *Subcontractor invoices,*
- *Technical reports, when available, and*
- *Applicable correspondence from the oversight agency.*

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 COUNTY 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 both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

This page intentionally left blank. No additional provisions are included.

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 contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 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 Operative Provision No. 9.

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

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

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":

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

With a copy to:

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

If to "CONTRACTOR":

Applied Engineering and Geology, Inc.
Attn: Earl Stephens
578 E Street/P.O. Box 247
Lincoln, CA 95648

ATTACHMENT E

Insurance Provisions

E.1 Minimum Scope of Insurance. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or sub-contractors. With respect to General Liability, Errors & Omissions, CONTRACTOR's Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1 Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Claims Made Form CG 00 02).
- b) Insurance Services Office Form No. CA 00 01, covering Automobile Liability, Code 1 (any auto).
- c) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- d) CONTRACTORs Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

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

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

- | | |
|---|---|
| <p>5. CONTRACTORS \$1,000,000
 Pollution Liability
 and/or Asbestos
 Pollution Liability
 and/or Errors &
 Omissions:</p> | <p>Each occurrence/\$2,000,000 policy aggregate,
 including Errors & Omissions if professional
 services are included under contract.</p> |
|---|---|

E.1.3 Deductible and Self Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. If possible, the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The General Liability, Automobile Liability, CONTRACTORS Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

- a) The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations; CONTRACTORS Pollution Liability and/or Asbestos Pollution. No policy shall contain an "Insured v. Insured" exclusion.
- b) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the COUNTY.

E.1.5 The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the CONTRACTOR pursuant to the contract. This coverage may also be provided on the CONTRACTORS Pollution Liability policy.

E.1.6 If General Liability, CONTRACTORS Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

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

E.2 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If CONTRACTORs Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverage's are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.3 Verification of Coverage. CONTRACTOR shall furnish COUNTY with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the COUNTY, unless the insurance company will not use the COUNTY's form. All endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the COUNTY's forms, the CONTRACTOR's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E.4 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and sub-contractors.

E.5 Sub-Contractor's. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



APPLENG-02

YAKESJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2013

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

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

PRODUCER IOA Insurance Services-SAC 2180 Harvard Street, Suite 450 Sacramento, CA 95815	CONTACT NAME: Judy Yakes		
	PHONE (A/C, No, Ext): (916) 692-7000	FAX (A/C, No): (916) 473-1797	
	E-MAIL ADDRESS: Judy.Yakes@ioausa.com		
INSURED Applied Engineering and Geology, Inc. P.O. Box 247 578 E Street Lincoln, CA 95648-0247	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Insurance Company		24856
	INSURER B: Peerless Insurance Company		24198
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

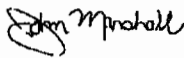
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		FEIECC1117501	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		BA1061730	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			FEIEXS1117801	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	XJUB3704T62413	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Nelson Property
General Liability Additional Insured per ECC-319-0712; General Liability Primary Wording per ECC-548-0712; Auto Liability Additional Insured per form GECA701; Workers' Compensation Waiver of Subrogation per WC99 03 76 (A)

CERTIFICATE HOLDER**CANCELLATION**

County of Yuba, its officers, officials, employees and volunteers 915 8th Street, Suite 123 Marysville, CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



213-14

BUILDING
749-5440 • Fax 749-5440

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

June 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Amend Professional Services Agreement – Scales Road over Slate Creek Bridge Replacement Project (Bridge #16C0023)

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 1 for the Professional Services Agreement for Civil Engineering Design services for the Scales Road over Slate Creek Bridge Replacement Project and to authorize the chairman to execute the amendment.

BACKGROUND:

The Scales Road over Slate Creek bridge is located approximately 3 mile northeast of the intersection of La Porte Road and Scales Road in the northeast portion of the County. The existing bridge along Scales Road does not provide adequate access for timber harvesting equipment or fire suppression. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. Funds for preliminary engineering work were previously authorized. The work done under the existing agreement includes civil engineering design, environmental, surveying, geotechnical engineering and hydraulics/hydrology analysis. The original agreement was executed by the Board Chair on August 28, 2012.

DISCUSSION:

During the preliminary design process the scope and boundary of the environmental limits was expanded to include an onsite concrete batch plant and additional staging areas. A Historical Resources Evaluation Report has been required by Caltrans as part of the NEPA process and is included as part of this amendment. In addition to the environmental changes and additions, the Forest Service performed roadway work and rock removal in the project area which will result in better roadway and bridge alignment. Due to the roadway work additional survey, hydraulic and design work was needed. As a result the following list of tasks needed to be addressed and were outside the original scope of the work:

1. The Consultant performed additional topographical survey throughout the project area due to roadway work and rock removal performed by the Forest Service.
2. The hydraulic model required updating due to the new bridge location and alignment and to incorporate the revised topographic information.

3. Multiple environmental documents required updating due to the expanded area of potential effect for the project. The new areas included staging areas and an onsite concrete batch plant. Additional cultural resources work was needed due to the additional areas that require environmental clearance.
4. An Historical Resources Evaluation Report has been added to the scope of work and is required by Caltrans as part of the NEPA approval process.
5. The preliminary roadway/bridge plans and reports needed to be revised to cover the expanded project areas, incorporate the new topographic data and update the geometrics. The existing bridge is being left in place which the design needs to incorporate.

For the additional scope of work the Consultant has requested a budget augmentation of \$29,958 increasing the contract amount to a total of \$413,288. Additional time to complete the work for this contract is also included with the amendment.

COMMITTEE ACTION:

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

FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP). The HBP will fund 100% of the cost increase.

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

AMENDMENT # 1

This is the FIRST amendment to the agreement, dated August 28, 2012, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Drake Haglan & Associates, Inc. (CONSULTANT).

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

- (1) OPERATIVE PROVISIONS , 2. TERM is changed to read:

Commencement Date: July 31, 2012

Termination Date: July 30, 2016

The term of this agreement shall become effective July 31, 2012, and shall continue in force and effect for a period of four 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 attached Scope of Services labeled as Exhibit A and Exhibit B – Amendment #1.

- (2) Attachment B, Payment, Section B.1 is changed to read:

COUNTY shall pay CONSULTANT a contract fee not to exceed FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED EIGHTY EIGHT DOLLARS (\$413,288); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED EIGHTY EIGHT DOLLARS (\$413,288) without a formal written amendment to this Agreement approved by the COUNTY.

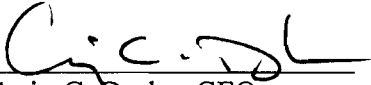
Exhibit B contains the Budget Augmentation/Amendment Request with support documentation and is included with this amendment as an attachment. All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on _____, 20____.

"COUNTY"
County of Yuba


"CONSULTANT"
Drake Haglan & Associates

Board of Supervisors




Craig C. Drake, CFO
Drake Haglan & Associates, Inc.

INSURANCE PROVISIONS APPROVED



Martha Wilson,
Risk Manager

APPROVED AS TO FORM



Angil Morris-Jones
County Counsel



December 16, 2013

Mr. Ken Godleski, P.E.
County of Yuba - Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

RE: Scales Road Bridge Budget Augmentation/Amendment Request

Dear Ken:

Drake Haglan & Associates (DHA) is hereby requesting a budget augmentation for the subject project in the amount of **\$29,958**. This request is being made to cover the cost of the unforeseen site conditions resulting in additional tasks above and beyond our original budget:

Additional Task	Description	\$ Amount
Surveying	<i>Scales Road re-survey work due to changed site conditions.</i>	\$8,290
Hydraulics	<i>Revise the hydraulic model and scour analysis to address the change in bridge geometrics as a direct result of the USFS grading performed at the project site.</i>	\$3,200
Environmental	<ol style="list-style-type: none"> <i>1. Revise the APE map and NES Document including the project description, update maps, and the species impacts assessment due to change in bridge geometrics.</i> <i>2. Additional cultural resources work to incorporate the newly expanded portions of the APE:</i> <ul style="list-style-type: none"> <i>• A supplemental records search at the Northeastern Information Center;</i> <i>• Supplemental Native American consultation and follow-up phone calls;</i> <i>• A pedestrian survey of the additional area; and</i> <i>• Revision of the draft ASR and HPSR.</i> <i>3. Prepare a Historic Resources Evaluation Report (Identified as an optional Task 4c-HRER in the original scope of work.</i> 	\$9,566
Engineering	<i>Revise the 30% Design per changes stated above.</i>	\$8,902
Grand Total		\$29,958

I thank you for your consideration and please feel free to call me should you have any questions.

Sincerely,

Eli Aramouni, P.E.
Project Manager

DHA FEE PROPOSAL SUMMARY

Project: Yuba County

Phase:

Other Direct

REIMBURSABLE EXPENSES				
Travel (mileage)	Miles	@	\$	0.550 \$
Phone Conferences	Calls	@	\$	20.000 \$
Utility Pooling	\$ - Locations	@	\$	- \$
Plan Reproduction	0 Full Size Sheets	@	\$	5.00 \$
Outside Photocopies	0 Each	@	\$	0.15 \$
Overnight Service	0 Each	@	\$	25.00 \$
Color Copies	0 Each	@	\$	1.00 \$
Graphics	0 Boards	@	\$	45.00 \$
Subtotal REIMBURSABLE EXPENSES				\$ -
Reimb Expenses Markup			0%	\$ -
Total REIMBURSABLE EXPENSES				\$ -

[illegible]

PHASE TOTALS		
SUBTOTAL OTHER DIRECT COST'S		\$ 21,056.00
SUBTOTAL DHA DIRECT LABOR + OVERHEAD		\$ 8,093.11
FEE @ 10%		\$ 809.31
TOTAL THIS PHASE		\$ 29,958.42

Indirect Costs	
Overhead Rate =	141.30%
Fee =	10%

Date: 9-6-13

TASK	Principal \$185	Project Surveyor \$125	Senior Surveyor \$115	Sr. Survey Tech \$95	Senior CADD \$95	Survey Crew 2 \$180	1 man GPS \$135	Office \$65	EXPENSES	TOTAL
Supplemental Topographic Survey										
Reestablish Survey Control		1.0				4.0		65		\$910
Re-Survey of Scales Road USFS Construction			1.0			12.0		190		\$2,465
Post Processing of Supplemental Survey Data			4.0							\$460
Update Digital Terrain Model & Drawing File			6.0	2.0				25		\$905
Update Drawing File			4.0					15		\$475
Quality Control/ Assurance Review	0.5	1.0	1.0							\$333
										\$0
USFS Grading Operation Impact										
Aborted boundary field survey 7/23/13			1.0			4.0				\$0
Site survey control preservation 7/23/13						2.0		85		\$920
Site Visit of USFS Grading 8/19/13			5.0	5.0				25		\$385
Additional Work	0.5		2.0					65		\$1,115
										\$323
										\$0
										\$0
							Total Expenses	\$470		
PROJECT TOTAL	1.0	2.0	24.0	7.0	0.0	22.0	0.0	\$470		\$8,290

Prepared by
MHM, Inc
Engineers and Surveyors
Marysville, CA 95901 (530) 742-6485

From: [Sean Minard](#)
To: [Eli Aramouni](#)
Cc: [Roger Hanlin](#); [Steve Klein](#)
Subject: Scales Road Bridge - Extra Hydraulic Modeling Work
Date: Tuesday, October 8, 2013 11:43:52 AM

Steve Klein informed me that the bridge geometrics will be changing as a direct result of the USFS grading performed at the project site. This change in bridge geometrics will require MHM to revise the hydraulic model and scour analysis to address the change. It is our understanding that the bridge will be lowered about 4 feet. This makes the soffit of the bridge a critical hydraulic feature that will need to be modeled in more detail. I asked Steve Klein to prepare a rough man-hour estimate of the additional work. This man-hour estimate was used to develop an extra work cost of \$3,200. MHM would like to request the additional scope to revise the hydraulic model and the drawings in the draft hydraulic report to reflect the new bridge geometrics. We did consider that we would have previously not used all of our Hydraulic Report Budget so this was reflected in the extra work cost lowering the request to the \$3,200. We have not started this work nor have we received the revised geometrics but wanted to be pro-active to get this process rolling prior to receiving the information. Steve feels comfortable based on the meeting that this amount should cover the extra work.

If you have any questions, please call or email.

Sean Minard, P.E., P.L.S.

MHM Incorporated

1204 E Street, P.O. Box B
Marysville, CA 95901-0053
Ph: 530-742-6485
Fax: 530-742-5639
Cell: 530-682-6497
sminard@mhinc.com

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NorthStar
ENGINEERING
Civil · Surveying · Environmental · GIS

CHANGE ORDER

Project Name: Scales Road Over Slate Creek Bridge Replacement Project		Date: 10-2-13	CO# 1
NSE Project#: 2012-091	Original Contract Amount: \$ 48,036.00		

The following changes to the scope of work are proposed:

1. **Task 3:** NorthStar understands that changes to the bridge design have recently been required in order to retain the existing bridge on the site, which has resulted in the expansion of the APE boundary. As such, NorthStar will need to revise the NES document to include the new project description, update maps, and update the species impacts assessment. NorthStar also assumes the need for one additional site visit to assess the newly expanded portions of the APE.

To complete these revisions and site assessment, a total of \$2,850 will need to be added to Task 3 of the original contract.

2. **Task 4:** Due to the abovementioned changes to the APE boundary, NorthStar Engineering's sub-consultant, PAR Environmental, will need to conduct additional cultural resources work to incorporate the newly expanded portions of the APE. The additional work required will include:

- A supplemental records search at the Northeastern Information Center;
- Supplemental Native American consultation and follow-up phone calls;
- A pedestrian survey of the additional area; and
- Revision of the draft ASR and HPSR.

To complete this additional work, a total of \$3,789 will need to be added to Task 4 of the original contract.

3. **Task 4c-HRER:** (Identified as an optional task in the original scope of work for the project) PAR will prepare a Historic Resources Evaluation Report as an optional task. The HRER will be prepared to meet Caltrans standards as outlined in the Environmental Handbook, Volume 2. As with the HPSR/ASR effort, PAR assumes two rounds of comments by the County, Caltrans and the PNF, if needed, on the draft report.

To complete this task, a total of \$2,927 will need to be added to the original contract amount.

NorthStar Engineering: Environmental Division (NorthStar) proposes the above changes in the scope of work for the added sum of: \$9,566

New Contract Price \$57,602

Payment as follows: Per Original Contract, NorthStar Project No. 2012-091. All work will be performed under the terms and conditions as specified in the original contract.

Note: This proposal may be withdrawn by us if not accepted within 7 days.

NorthStar Engineering: Environmental Division

Signature: Kamie Loeser Printed: Kamie Loeser

Title: Env'tal Div. mgr Date: 10-2-13

This Change Order, prices, cost estimate, and general conditions of the original contract are satisfactory and are hereby accepted by the Client. NorthStar is authorized to do the work as specified. Payment will be made as outlined above.

Client

Signature: _____ Printed: _____

Title: _____ Date: _____

Project: Yuba County
Phase: 1 - Project Management, Preliminary Design & Engineering
Direct Labor Cost
Duration 96 Weeks

27

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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 10, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst *GM*
Re: Agreement for Administration of Yuba County Ordinance
 Chapter 6.05 Related to Ambulance Services

Recommendation

Board of Supervisors approve and authorize Chairman to sign agreement for administration of Yuba County Ordinance Chapter 6.05 related to ambulance services with Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS Agency).

Background

The S-SV EMS Agency is designated as the local EMS Agency for the County of Yuba and is a regional Joint Powers EMS Agency for Yuba, Placer, Yolo, Nevada and Placer counties. The agreement with S-SV EMS Agency delegates the administration of Yuba County's Ambulance Ordinance to the Agency. The responsibilities include developing any necessary Requests for Proposals (RFP), establishing exclusive ambulance operating areas, distributing RFPs to qualified bidders, developing a process to evaluate, select, and permit ambulance providers for Yuba County, and periodically approving rate changes for ambulance providers. In additions, S-SV EMS Agency is responsible for ongoing monitoring of the Ambulance Ordinance to ensure compliance for all parties involved. S-SV EMS Agency also administers the Ambulance Ordinances for Placer, Yolo and Nevada counties.

Discussion

The current agreement expires on June 30, 2014. The agreement brought forward today extends the agreement to June 30, 2017. No other terms within the agreement have been revised.

Committee

This item did not go to Committee as there were no changes to the terms of the agreement other than the time period.

Fiscal Impact

The contract provides for an annual payment of \$5,000. The funding associated with the contract is included in the Proposed Budget for FY 2014-15.

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**AGREEMENT BETWEEN
COUNTY OF YUBA
AND
SIERRA-SACRAMENTO VALLEY EMS AGENCY**

This Agreement is made this ____ day of _____, 2014 by and between the County of Yuba, a political subdivision of the State of California and Sierra-Sacramento Valley Emergency Medical Service Agency.

WHEREAS the Sierra-Sacramento Valley Emergency Medical Service Agency, hereafter referred to as "AGENCY", is designated as the local Emergency Medical Services (EMS) agency for the County of Yuba and is a regional Joint Powers EMS Agency for the counties of Placer, Yolo, Nevada, Sutter and Yuba; and

WHEREAS the County of Yuba, hereafter referred to as "COUNTY", desires to continue to delegate additional local EMS Agency responsibilities contained in the Yuba County Ordinance, Chapter 6.05, Ambulance, to AGENCY, which responsibilities include, but are not limited to, development of Requests for Proposals, bidding, provider selection, appeals, exclusive ambulance zoning and ongoing ordinance monitoring; and

WHEREAS COUNTY and AGENCY wish to cooperate with each other to accomplish necessary tasks in the most efficient manner possible while providing high quality services;

I. COUNTY AND AGENCY HEREBY AGREE AS FOLLOWS:

- A. COUNTY hereby affirms the delegation of duties, responsibilities, and authority as contained in the Yuba County Ambulance Ordinance (Chapter 6.05) to AGENCY.
- B. AGENCY hereby agrees to carry out the responsibilities delegated to it in the Yuba County Ambulance Ordinance.

- II. COUNTY hereby delegates to AGENCY, and AGENCY hereby agrees to perform the following additional duties:
- A. AGENCY shall, as needed, develop Requests for Proposals (RFP) for ambulance services within the County of Yuba that comply with State law and regulation. AGENCY shall establish exclusive ambulance operating areas within the COUNTY. Part of the RFP process shall include the mapping of exclusive ambulance zones.
 - B. AGENCY shall distribute the RFP to qualified bidders and develop a system for analysis, evaluation, and selection of qualified bid responses.
 - C. AGENCY shall review, select and permit the ambulance provider(s) for the COUNTY.
 - D. AGENCY shall provide ongoing monitoring of the Yuba County Ambulance Ordinance.
- III. COUNTY hereby agrees to provide the following:
- A. COUNTY shall provide the necessary support services that AGENCY needs in order to successfully perform its duties and responsibilities as required by the Yuba County Ambulance Ordinance and as required pursuant to this Agreement. Support services to be provided to AGENCY by COUNTY shall include:
 - 1. Assistance from COUNTY Administrative Services division in carrying out the bid process, including clerical support, assistance in mailing bid packets and receiving responses, and oversight of the bid process.
 - 2. Assistance from COUNTY Human Resources, including recommendations with respect to required insurance coverage and review of bidders' proffered insurance information.
 - B. COUNTY shall pay AGENCY the total sum of \$5,000 annually (Five Thousand Dollars) for services rendered pursuant to this Agreement. Payment shall be made in quarterly installments upon receipt by the Yuba

County Administrator's Office of a written progress report from AGENCY detailing its performance of tasks required by this agreement.

- IV. Nothing in this Agreement shall be construed to require that all or any areas of Yuba County be included in any given Request for Proposal process. Nothing in this Agreement shall be construed as conferring any enforceable right upon any third party.
- V. Either of the parties may cancel Agreement without cause after 60 days written notice has been served upon the other party.

VI. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

AGENCY shall defend, save, keep, hold harmless and indemnify Yuba County from all damages, costs, or expenses in law or equity that may at any time arise because of damages to property or persons by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of AGENCY, any AGENCY employees, or subcontractors of AGENCY.

AGENCY shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against COUNTY for any injury, death, or damage caused by AGENCY, as a result of work performed or completed pursuant to this agreement, AGENCY shall at its own expense satisfy and discharge any judgment.

As used above, the term COUNTY means Yuba County, its officers, agents, employees and volunteers.

VII. INSURANCE REQUIREMENTS

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

VIII. The term of this Agreement shall commence on July 1, 2014, and end on June 30, 2017. The Agreement can be extended for additional one-year periods with the written agreement of both parties.


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

ATTEST

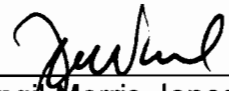
Donna Stottlemeyer,
Clerk of the Board of Supervisors

John Nicoletti, Chair
Yuba County Board of Supervisors

APPROVED AS TO FORM



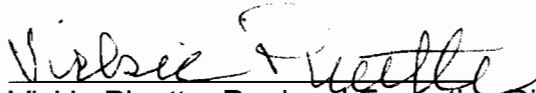
Leonard Moty, Chair S-SV JPA
Governing Board of Directors



Angil Morris-Jones,
County Counsel



Brian Wirtz, S-SV EMS Counsel



Vickie Pinette, Regional Executive Director
S-SV EMS Agency

ATTACHMENT A – INSURANCE REQUIREMENTS

AGENCY 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 AGENCY, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

AGENCY 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 AGENCY's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, AGENCY's insurance coverage shall be primary insurance as respect to 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 AGENCY's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



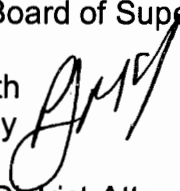
215-14

PATRICK McGRATH
DISTRICT ATTORNEY

(530) 749-7770
FAX (530) 749-7363

DATE: May 13, 2014

TO: Yuba County Board of Supervisors

FROM: Patrick McGrath
District Attorney 

SUBJECT: Authorize the District Attorney to act as the signing authority on behalf of the Board of Supervisors and execute Grant Award Agreements for funding under the federal Justice Assistance Grant program made available through the United States Bureau of Justice Assistance.

RECOMMENDATION: Recommend that the Board adopt a Resolution authorizing the District Attorney to act as the signing authority to execute grant award documents to receive continuation funding made available through the Justice Assistance Grant program administered through the United States Bureau of Justice Assistance (BJA).

BACKGROUND: The BJA has announced it is extending criminal justice funding to Yuba County for FY 14/15 in the amount of \$15,902 through the Justice Assistance Grant program. JAG funding has been approved in the previous five fiscal years. The proposed Resolution will authorize the District Attorney to submit the proposal by the June 10th deadline and sign grant-related documents after the application has received final approval from the federal Bureau of Justice Assistance.

DISCUSSION: The award of JAG funding will provide revenue to augment child abuse prosecutions and minimize the potential for service reductions in FY 14/15.

FISCAL IMPACT: No matching funds are required. Receipt of the funding will have no general fund impact for FY 14/15.

COMMITTEE ACTION: This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.

Attachment

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2014-H2681-CA-DJ
DUNS # 962893546
CCR CAGE #61P14

Grant Project Period 10-1-14 through 6-30-15

ABSTRACT – Attachment 1

Yuba County, through the Office of the District Attorney, is submitting the “District Attorney Child Abuser Prosecution Project” for funding consideration. The Project period is October 1, 2014 through June 30, 2015. The goal of the Project is to supplement existing funds appropriated for the personnel and benefit costs of one FTE Deputy District Attorney III assigned to the prosecution of felony child sexual abuse cases. The total budget for the Project is \$15,902 of JAG funding, which will be expended in one quarter (10/1/14 – 12/31/14) of operations over the Project period. Project strategies and performance measures include: 1) a significantly reduced prosecutor caseload; 2) the use of vertical prosecution methods; and 3) achieving case completions within one year.

Project Identifiers: Prosecution;
Child Abuse

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2014-H2681-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-14 through 6-30-15

PROGRAM NARRATIVE – Attachment 2

1. The Proposed use of JAG funds

Yuba County, California, is eligible to receive \$15,902 of FY 2014 JAG funding. The applicant on behalf of the County is the Yuba County District Attorney's office. The proposed Project will apply JAG funding to supplement county monies provided to the Yuba County District Attorney's office for continuation funding of a Child Abuser Vertical Prosecution Project during the 2014/2015 state fiscal year (July 1, 2014, through June 30, 2015). The entire JAG funding allocation will be applied to a portion of the salary costs of one FTE Deputy District Attorney III assigned to the project with the responsibility to vertically prosecute child sexual abuse cases.

Yuba County law enforcement agencies, including this office, the Sheriff's Department, and the Probation Department, support the proposed use of JAG funds to address the problem described below.

2. Problem Statement – Presentation of Circumstances Related to the Proposed Project

▪ Background

Yuba County, with a county seat of Marysville, has an approximate population of 72,000 and encompasses 654 square miles of farmland and remote foothills. The county is rural with agricultural production constituting a significant portion of the economic base. Historically, Yuba County has been characterized by significant economic and social deprivation marked by low per capita income (with 16% to 19% living below the poverty line, with 31% of children living in poverty), extremely high unemployment rates (currently 17%) and public assistance rates, and a

crime rate profile that has historically ranked the county within the top 20% of small California counties relative to the California Crime Index.

In 1995 the District Attorney's office implemented a Child Abuser Vertical Prosecution Project using a comprehensive and integrated approach to the prosecution, investigation, and provision of victim services to child physical and sexual abuse cases. The Project was initially financially supported through State of California grant funding until funding was discontinued two years ago. The office intends to continue the program by replacing state funding with a combination of local and JAG monies.

Operationally, program personnel consist of one Deputy District Attorney, one DA Investigator, and one Victim Advocate. Program personnel have direct responsibility to work with all referring local law enforcement agencies serving Yuba County as well as Children's Protective Services to insure that investigative standards are followed and investigative tools or techniques most useful to program cases are utilized. The program prosecutor has prosecution responsibility over all eligible cases - including pre-filing investigative consultation with law enforcement and CPS, and case charging. Decisions to deny charging a case are based on the written policies of the Office and focus on evidentiary sufficiency and witness credibility. In addition, the DA Investigator acts as the interagency coordinator of all child interviews through the use of the Yuba County Multi-Disciplinary Interview Team.

The program goals are to use vertical prosecution methods, assign a significantly reduced caseload for the program prosecutor as compared to standard prosecution caseloads, and achieve case completion within one year.

- **Funding coordination**

As indicated previously, the program is funded through a combination of local funding and JAG funding. JAG funding which augments local monies continues to serve as a critical resource for the continuation of the program over the 2014/2015 grant year.

Specifically, the JAG grant funding of \$15,902 will support a portion of the salary costs of the assigned program prosecutor over three months (the period of October 1, 2014, through December 31, 2015) of the grant year.

3. Project Performance Measures

Project Performance Measure #1 – Significantly Reduced Prosecutor Caseload

The estimated number of cases to be reviewed by the program prosecutor is 30.

The estimated number of cases filed and prosecuted by the program prosecutor is 20.

Budget related staffing reductions have decreased the number of prosecutors in the office from 12 to 9. Consequently, the “Report to Prosecutor” ratio in CY 2013 was 442:1 and the “Case to Prosecutor” ratio in CY 2013 was 296:1. The caseload comparison demonstrates that the program prosecutor will have a significantly reduced caseload.

Project Performance Measure #2 - Vertical Prosecution

Prosecute 85% of defendants using True Vertical Prosecution.

It is projected that the CAVP Project will use true vertical prosecution in 85% of the cases prosecuted over the course of the grant year. The number of projected cases allows the prosecutor to coordinate attendance at all court appearances and the existing court calendaring system is structured to set particular hearings or motion proceedings on specified days. Training or personal leave will be flexible and coordinated to court appearances.

Project Performance Measure #3 – Achieve Case Completion Within 1 Year

Complete 75% of program cases within one year.

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2014-H2681-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-14 through 6-30-15

BUDGET and BUDGET NARRATIVE – Attachment 3

The fiscal agent administering the financial and programmatic requirements of the grant will be the Yuba County District Attorney's Office. The total budget for this proposed project is \$15,902. The Project period is October 1, 2014 through June 30, 2015. All funds will be applied towards 65% of the personnel costs (salary only, no benefits) of one FTE Deputy District Attorney III during one quarter (10/1/14 – 12/31/14) of the Project year. No grant funds will be used for administrative or overhead expenses.

JAG funds totaling \$15,902 will be allocated in state fiscal year 2014/2015 as follows:

<u>A. Personnel</u>	<u>JAG funds</u>	<u>Total</u>
<u>Deputy District Attorney III</u>		
<u>Salary</u>		
Full time \$8,814/mo @ 65%		
\$5,729/mo x 3 mos		
October 2014 through December 2014	\$ 15,902	\$ 15,902

BUDGET SUMMARY

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$15,902
B. Fringe Benefits	\$ 0
C. Travel	\$ 0

D. Equipment	\$ 0
E. Supplies	\$ 0
F. Consultants/Contracts	\$ 0
G. Other	\$ 0
Total Direct Costs	\$15,902
H. Indirect Costs	\$ 0
TOTAL PROJECT COSTS	\$15,902
Federal Request	\$15,902

Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2014-H2681-CA-DJ
DUNS #962893546
CCR CAGE #61P14

Grant Project Period 10-1-14 through 6-30-15

REVIEW NARRATIVE – Attachment 4

The Yuba County District Attorney's Office intends to make its FY 2014 JAG application available to the Yuba County Board of Supervisors for its review and comment during its next available public hearing date to be conducted on June 10th, 2014.

The Yuba County District Attorney's Office made its FY 2014 JAG application available for citizens to comment prior to application submission by providing public notice of the June 10th public hearing before the Board of Supervisors. The public notice was posted both physically and electronically. The background, scope, and fiscal impact of the proposed application were included in the notice for public review, and the application was also available for review.

The application was also separately posted for citizen review beginning May 13, 2014, at a location in the Yuba County courthouse.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DISTRICT)	
ATTORNEY OF YUBA COUNTY TO ENTER)	
INTO AGREEMENTS WITH THE UNITED STATES))	
BUREAU OF JUSTICE ASSISTANCE FOR GRANT))	
FUNDING AND ACT AS THE SIGNING)	RESOLUTION NO.
AUTHORITY ON BEHALF OF THE COUNTY OF)	
YUBA TO EXECUTE REQUIRED GRANT)	_____
DOCUMENTS)	
_____)	

WHEREAS the Yuba County Board of Supervisors desires to continue a certain project designated as the District Attorney Child Abuser Prosecution Project through funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Child Abuser Prosecution Project proposal to the United States Bureau of Justice Assistance and is authorized to sign and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2013 and ending September 30, 2015,

including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2014, by the following vote:

Ayes:

Noes:

Absent:


Abstain:

John Nicoletti
CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



ANGIL MORRIS-JONES
COUNTY COUNSEL



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES


ROBERT BENL
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan 
Emergency Operations Manager

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: June 10, 2014

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence 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 20, 2014..

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. 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.

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

IN REFERENCE TO:

**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 Yuba County 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 existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the emergency meeting thereof on the _____, day of _____ 2014, by the following vote:

AYES:


NOES:

ABSENT:

John Nicoletti
Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

The County of Yuba

Yuba County Public Guardian

Public Guardian / Conservator / Conservator



217-14

Asha Davis

TO: Board of Supervisors

FROM: Public Guardian

SUBJECT: Budget Transfer

DATE: 5/30/14

Recommendation

Approve revenue and appropriation increase to ensure funds are applied to the appropriate accounts.

Background

The Public Guardian receives quarterly interest, for the 245 trust account, from which bank fees are to be paid. The amount of interest and/or bank fees cannot be projected therefore a transfer is required subsequent to receipt to ensure funds are applied and paid from the appropriate account.

Discussion

The department will have a balanced budget as a result of the requested transfer.

Committee Action:

This will be a routine and reoccurring transfer.

Fiscal Impact:

There will be no impact to the General Fund as a result of this request.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/30/14

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Public Guardian

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101 0000 371 9829		1143.00

ACCOUNT NO.	NAME	AMOUNT
101 4100 427 2300		1143.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT					
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

To fund bank fees for clients trust

APPROVED:

☒ AUDITOR-CONTROLLER

[Signature]
Signature

5/30/14
Date

[Signature]
Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Robert Bendry
Signature

5/30/14
Date

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

The County of Yuba

Yuba County Public Guardian

Public Guardian / Conservator / Conservator



218-14

Asha Davis

TO: Board of Supervisors

FROM: Public Guardian

SUBJECT: Budget Transfer

DATE: 5/30/14

Recommendation

Transfer funds from Travel account #101-4100-427-2900 to Office Expense account #101-4100-427-2200

Background

Funds are needed to offset end of year office expense. The amount needed is currently available in the department's travel account.

Discussion

The department will have a balanced budget as a result of the requested transfer.

Committee Action:

This is a routine transfer.

Fiscal Impact:

There will be no impact to the General Fund as a result of this request.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/30/14 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Public Guardian

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101 4100 427 2900	Travel	100.00

ACCOUNT NO.	NAME	AMOUNT
101 4100 427 2200	Office Expense	100.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

To cover end of year office expense

APPROVED:

☒ AUDITOR-CONTROLLER [Signature] 5/30/14 Date [Signature] DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR [Signature] 5/30/14 Date _____ TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

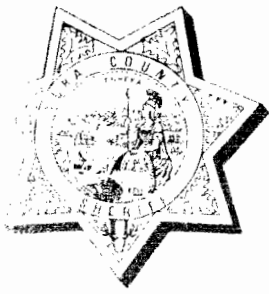
Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445



219-14

JUNE 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD/mc*

RE: AGREEMENT FOR UTILITY SHARING WITH DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL

RECOMMENDATION:

Authorize Sheriff Steven L. Durfor to execute on behalf of the County of Yuba, the agreement with the Department of California Highway Patrol (CHP) for the purpose of allowing CHP to reimburse the Yuba County Sheriff's Department for CHP's proportionate use of utilities at the Brownsville Substation.

BACKGROUND:

For many years, the Foothill Fire Protection District has agreed to allow use to the Yuba County Sheriff's Department, per agreement, office space at 16796 Willow Glen Road, Brownsville. The premises are used as a substation for the Sheriff's Department, along with the California Highway Patrol. Although no rent is charged, the Sheriff's Department is responsible for payment of the utility bills.

DISCUSSION:

The CHP has agreed to contribute one-half of the costs of utilities paid by the Sheriff's Department for the use of the Brownsville Substation. The annual total for usage shall not exceed \$10,000. The term of this agreement is January 1, 2014 through December 31, 2015. The CHP agrees to pay the Sheriff's Department on a quarterly basis, for one-half of the utility costs, including water, electricity, and natural gas.

FISCAL IMPACT:

None. This agreement provides reimbursement from the Department of California Highway Patrol for utility bills, creating additional revenue for the Sheriff's Department.

COMMITTEE ACTION:

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE SHERIFF	}	
TO EXECUTE THE AGREEMENT WITH THE	}	RESOLUTION NO. _____
DEPARTMENT OF CALIFORNIA HIGHWAY	}	
PATROL FOR UTILITY SHARING AT THE	}	
BROWNSVILLE SUBSTATION	}	

WHEREAS, the California Highway Patrol utilizes space and utilities at the
Brownsville Substation, and the California Highway Patrol has agreed to reimburse the
County of Yuba for its proportionate share of the utilities.

RESOLVED, that Sheriff, Steven L. Durfor, be and hereby is authorized to
execute on behalf of the County of Yuba that certain Agreement with the Department of
California Highway Patrol for sharing the expense of utilities at the Brownsville Substation.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the
County of Yuba, State of California, on the _____ day of _____, 2014, by the
following votes:

AYES:

NOES:

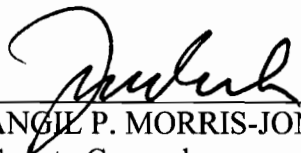
ABSENT:

CHAIRMAN

ATTEST: DONNA STOTTLEMEYER

APPROVED AS TO FORM:

Clerk of the Board of Supervisors
BY:



ANGEL P. MORRIS-JONES,
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

13C285001

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

County of Yuba, Sheriff's Department

2. The term of this Agreement is: January 1, 2014 through December 31, 2015

3. The maximum amount of this Agreement is: \$ 10,000.00
 Ten Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx


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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Yuba, Sheriff's Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

05/09/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven L. Durfor, Sheriff-Coroner

APPROVED AS TO FORM

ADDRESS

215 5th Street, Suite 150
Marysville, CA 95901

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

T. L. ANDERSON, Assistant Chief, Administrative Services Division

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General
 Services Use Only

☒ Exempt per: SCM 4.04

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Department of California Highway Patrol (CHP) agrees to reimburse the Yuba County, Sheriff's Department for no more than fifty percent (50%) of the utility costs generated by the CHP Challenge Resident Post, located at 16796 Willow Glen Road, Brownsville, California. The utilities covered shall include water, electricity, and natural gas.
 - Telephone Services are **excluded** from this Agreement.
2. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		County of Yuba, Sheriff's Department	
SECTION/UNIT		SECTION/UNIT	
Facilities Section			
ATTENTION		ATTENTION	
Valley Division Facilities Coordinator		Becky Howard	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		215 5 th Street, Ste. 150, Marysville, CA 95901	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3800	(916) 322-3172	(530) 749-7731	(530) 749-7352

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the County for actual expenditures incurred, in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. County agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number, once a month to:

Name:	Valley Division Facilities Coordinator
Office:	CHP - Facilities Section
Address:	601 North 7 th Street Sacramento, CA 95811

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

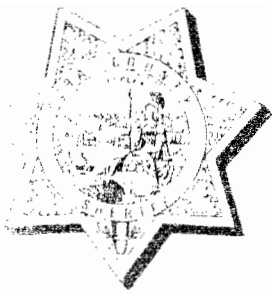
4. Rate Schedule

- A. CHP agrees to pay the County of Yuba, Sheriff's Department for CHP's usage of utilities (water, electricity, and natural gas), including all applicable taxes and expenses.
- B. All payments shall be made monthly, in arrears, upon receipt of itemized invoices, clearly indicating CHP's share of the bill. At no time will CHP's portion exceed fifty percent (50%) of the total bill.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to the County.
2. This Agreement may be amended in writing with mutual consent of the parties hereto.
3. Any dispute of fact arising under the terms of this Agreement, which is not resolved within a reasonable period of time as defined by the Project Representative of either agency, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each agency for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445



JUNE 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: YEAR-END BUDGET REPROGRAMMING

RECOMMENDATION:

Approve the reprogramming of various Sheriff's Department funds as outlined on the attached budget transfer forms for the Sheriff, Jail, Boat Patrol, Animal Care Services, and the Bailiff's Court Security budgets.

BACKGROUND:

The budget reprogramming is requested to cover current and projected shortages within various expenditure lines in the Sheriff's Department Budgets for FY 2013-14.

DISCUSSION:

These reprogramming actions are relatively small and routine. The year-end transfer of funds will reconcile the Sheriff's budget appropriations with the actual year end expenditures. The appropriate budget transfer forms are attached.

FISCAL IMPACT:

The reprogramming requests will come from currently budgeted funds, and have no impact on the General Fund Contribution.

COMMITTEE ACTION:

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/8/14 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff - Boat Patrol

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-2701-422-02-04	Health	1,470

ACCOUNT NO.	NAME	AMOUNT
101-2701-422-17-00	Maint Eq	1,200
101-2701-422-28-00	Spec Dept	270

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT					
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: reprogram funds to cover current & projected shortages

APPROVED:

☒ AUDITOR-CONTROLLER [Signature] 5/14/14 Date Signature [Signature] 5/14/14 Date
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR [Signature] 5/14/14 Date Signature [Signature] 5/14/14 Date
Sheriff Financial Manager TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE 5/8/14

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Animal Care Services

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-02-04	Health	1,500
101-4400-427-01-03	Ex Help	1,500
101-4400-427-12-00	Communication	800
101-4400-427- 01-04	Overtime	650

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-01-06	Standby	230
101-4400-427-02-05	Medicare	220
101-4400-427-30-00	Utilities	4,000

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)


FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: reprogram funds to cover current & projected shortages

APPROVED:

☒ AUDITOR-CONTROLLER  5/19/14 Signature  DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR  5/14/14 Signature Sheriff Financial Manager TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5-8-14

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff - Bailiff - Court Security

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-7400-421-02-03	CO PST	1,200

ACCOUNT NO.	NAME	AMOUNT
108-7400-421-01-04	OT	1,200

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT					
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: reprogram funds to cover current & projected shortages

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

5/19/14

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE 5-8-14

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff - Jail Division

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

Page 1 of 2

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-01-01	Salaries	65,000
108-2900-423-01-05	Holiday	13,000
108-2900-423-02-04	Health	18,980

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-11-00	Clothing	2,000
108-2900-423-18-00	Maint Bld	10,000
108-2900-423-19-00	Nursing Sup	5,300
108-2900-423-22-00	Ofc Exp	3,800
108-2900-423-23-00	Prof Serv	20,900
108-2900-423-27-01	Safety Eq	2,600
108-2900-423-28-00	Spec Dept	10,200

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: reprogram funds to cover current & projected shortages, including vacation & sick leave payout for retiree.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

5/9/14

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/8/14 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff - Jail Division

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

Page 2 of 2

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-53-01	A-87	202
108-2900-423-01-07	Vacation	15,912
108-2900-423-01-08	Sick Lv	14,632
108-2900-423-01-11	Reserves	6,100
108-2900-423-02-05	Medicare	4,500
108-2900-423-02-09	Retiree Hlth	834

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: reprogram funds to cover current & projected shortages, including vacation & sick leave payout for retiree

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/8/14 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2014

BUDGET OR ESTIMATED REVENUE

Page 1 of 2

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO. NAME AMOUNT

108-2700-422-01-01	Salaries	42,240
108-2700-422-01-05	Holiday	9,000
108-2700-422-02-04	Health	21,000

ACCOUNT NO. NAME AMOUNT

108-2700-422-02-08	Unemploy Ins	140
108-2700-422-11-00	Clothing	2,550
108-2700-422-12-00	Communication	5,700
108-2700-422-17-00	Maint Eq	3,400
108-2700-422-18-00	Maint Str	350
108-2700-422-23-00	Prof Serv	6,700
108-2700-422-23-01	Autopsies	6,800

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO. NAME AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO. NAME AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

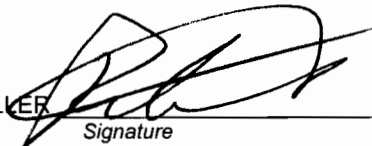
FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: Reprogram funds to cover current & projected shortages

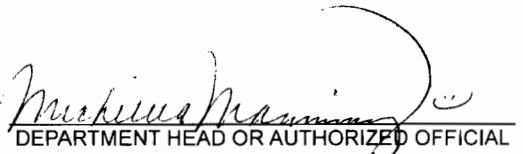
APPROVED:

☒ AUDITOR-CONTROLLER


Signature

5/19/14
Date

Signature


DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR


Signature

5/14/14
Date

Sheriff Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 5/8/14

REQUEST FOR TRANSFER OR

TRANSFER #

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

Page 2 of 2

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO. NAME AMOUNT

ACCOUNT NO. NAME AMOUNT

108-2700-422-27-01	Safety Eq	7,400
108-2700-422-28-00	Spec Dept	21,000
108-2700-422-29-03	P.O.S.T.	18,200

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO. NAME AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO. NAME AMOUNT



GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end clean up: Reprogram funds to cover current & projected shortages

APPROVED:

☒ AUDITOR-CONTROLLER  5/19/14 Signature  DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR  5/14/14 Sheriff Financial Manager TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE May 8, 2014

REQUEST FOR TRANSFER OR

TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff - Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2014

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-0204	Health	208

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-02-09	Retiree Hlth	208

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: To cover current & projected shortages in retiree health insurance

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Sheriff
Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE 5-8-14

COUNTY OF YUBA

AUDITOR-CONTROLLER

REQUEST FOR TRANSFER OR TRANSFER #
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Sheriff-Jail Division

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-02-04	Health Ins.	1,619

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-02-09	Retiree Health	1,619

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Year end cleanup: To cover current & projected shortages in retiree Health Insurance.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

5/9/14
Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

5/14/14
Date

Sheriff's Financial Manager

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445



JUNE 10, 2014

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sdm*

RE: AGREEMENT FOR STATEWIDE TRANSPORTATION OF PRISONERS

RECOMMENDATION:

Approve and sign the Agreement with the County of Los Angeles and the County of Yuba to continue service for the Statewide Transportation of Prisoners.

BACKGROUND:

Persons are frequently arrested or detained in jurisdictions throughout the State of California on authority of warrants issued from the County of Yuba. The County of Yuba is responsible for the transportation of said prisoners from the location where they are in custody to the County of Yuba, which can involve considerable cost. The Sheriff's Department of the County of Los Angeles operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California. The County of Yuba pays only for the services requested, at a very competitive rate. For the past twenty years, the County of Yuba has contracted with the County of Los Angeles for the performance of transportation services of prisoners. The current agreement for Statewide Transportation of Prisoners will expire on June 30, 2014.

DISCUSSION:

Under the proposed agreement, the Los Angeles Sheriff will move Yuba County Prisoners for \$.71 per mile and \$6.17 per meal. This amount is considerably less than the actual costs when Yuba County Deputies pick up prisoners in Southern California. The agreement also defines respective responsibilities for the two counties when transporting Yuba County prisoners. This agreement will continue service for an additional five years, expiring on June 30, 2019.

FISCAL IMPACT:

No additional impact to the General Fund as these transportation costs will come from currently budgeted funds within the Sheriff's Department budget.

COMMITTEE ACTION:

Due to time constraints and the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF YUBA
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, dated _____, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF YUBA for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department.

RECITALS

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of YUBA.
- (b) The County of YUBA is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of YUBA. This process involves considerable cost.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California.
- (d) The County of YUBA is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of YUBA. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) An Agreement of this kind is authorized by Section 26775 of the California Government Code of Title 3, Division 2, Part 3, Chapter 2, Article 8.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles agrees, through the Los Angeles County Sheriff's Department, to provide prisoner transportation services for the County of YUBA, specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.

2.2 The rendition of the services performed by the YUBA County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of YUBA.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the County of YUBA shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of YUBA.

2.4 The County of YUBA shall not be called upon to assume any liability for the

direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of YUBA. Except as herein otherwise specified, the County of YUBA shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of his/her employment as a contract employee of the County of YUBA.

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES

3.1 The County of Los Angeles, upon request by the County of YUBA, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of YUBA to a place mutually agreeable to the parties, either to the County of YUBA or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.

3.3 The County of YUBA, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such

prisoner be transported to the County of YUBA, or to a mutually agreed upon location, by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of YUBA or mutually agreed upon location.

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of YUBA requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of YUBA or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of YUBA prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any

mentally ill, sick, handicapped, disabled or injured County of YUBA prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.

3.7 In the event that a well prisoner transported on behalf of the County of YUBA, becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of YUBA by means of a supplemental bill issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the County of YUBA requesting agency via CLETS of this fact, and the reason therefore.

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

3.9 The County of Los Angeles, upon accepting County of YUBA prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of YUBA requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 INDEMNIFICATION

4.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of YUBA, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

4.2 County of YUBA shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of YUBA's acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019,

unless sooner terminated or extended in whole or in part as provided in this Agreement.

6.0 RIGHT OF TERMINATION

6.1 The County of Los Angeles or the County of YUBA may terminate this Agreement upon sixty (60) days advance written notice to the other party.

6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

7.1 The County of YUBA shall pay for such service or services as are required and requested by County of YUBA and provided by County of Los Angeles under this Agreement during the Term of this Agreement at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors of Los Angeles County, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies, and bus maintenance costs.

7.2 The County of YUBA shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller from time to time:

BILLING RATES FOR FY 2014-15

Cost per prisoner, per mile \$0.71

Cost per meal \$6.17

In addition, if significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of YUBA prisoners, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

7.3 The foregoing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of Los Angeles County. The annual rate readjustment shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of YUBA.

7.4 The County of YUBA shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the County of YUBA shall be notified of each such change in writing and the new rate shall be effective on the first day of the calendar month following such a notice. Any readjusted rates shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of YUBA.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of YUBA within ten (10) days after the close of each calendar month a

summarized invoice which covers all services performed during said month, and the County of YUBA shall pay Los Angeles County for all undisputed amounts within sixty (60) days after date of said invoice.

8.2 If such payment is not delivered to the County of Los Angeles office which is described on said invoice within sixty (60) days after the date of the invoice, the County of Los Angeles is entitled to recover interest thereon. For all disputed amounts, the County of YUBA shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

8.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of YUBA.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be

null and void.

11.0 AUTHORIZATION WARRANTY

11.1 County of YUBA represents and warrants that the person executing this Agreement for County of YUBA is an authorized agent who has actual authority to bind the County of YUBA to each and every term, condition, and obligation of this Agreement and that all requirements of County of YUBA have been fulfilled to provide such actual authority.

11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid,

addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Statewide Sergeant
Address 441 Bauchet Street
Los Angeles, Ca 90012
Phone (213) 974-4565
Fax (213) 974- 4367

Notices to County of YUBA shall be addressed as follows:

County of YUBA
Attn:
Address 215 5th Street, Suite 150
Marysville, CA 95901
Phone (530) 749-7319
Fax

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments and Amendments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of YUBA.

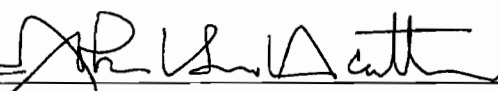
* * * * *

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF YUBA
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of YUBA has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

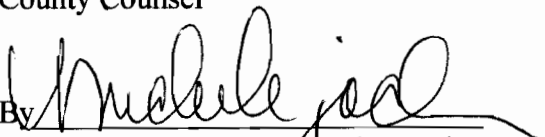
By 
John L. Scott
Sheriff

COUNTY OF YUBA

Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By 
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF YUBA
COUNTY COUNSEL

By 
County Counsel

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The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



222-14

GOVERNMENT
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

May 22, 2014

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.

FUND	AMOUNT
Prisoner Fund	1,466.37
Secured Holding Trust	100.00
Unsecured Holding Trust	632.01
Refund Transfer Trust	488.32
Superior Court Trust	15,158.70
TOTAL	\$17,845.40

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 4/18/2014 and 4/25/2014 per code requirements.

DISCUSSION:

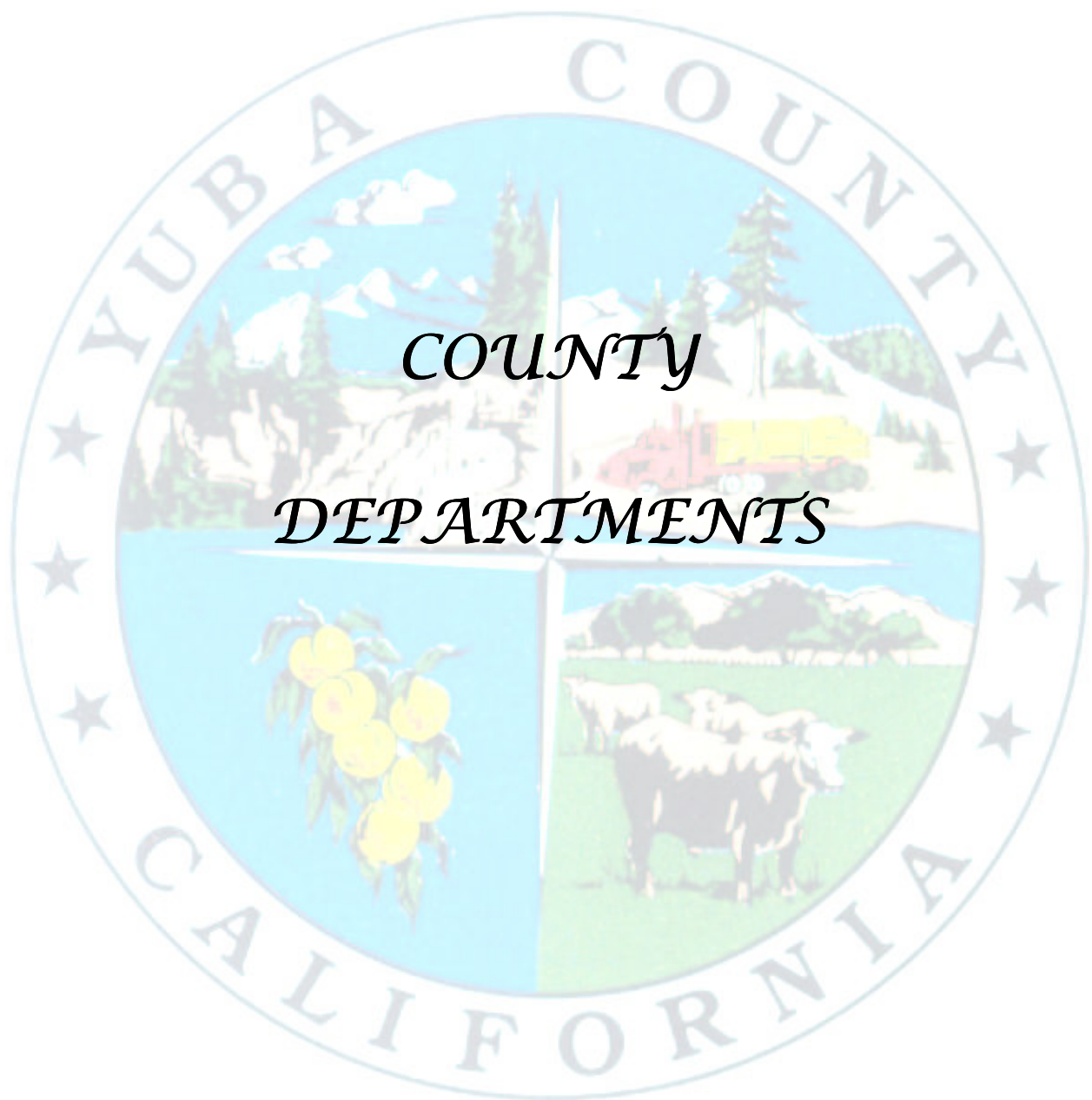
No inquiries or claims have been filed on the unclaimed monies. These funds will become the property of the County of Yuba as of 6/3/2014.

FISCAL IMPACT: Increase to the County general fund of \$17,845.40.

FINANCE & ADMINISTRATION COMMITTEE:

Do to routine in nature by passed committee.

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COUNTY

DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: June 10, 2014
Re: Radio Tower Project

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive a report detailing plans for replacement of the existing Sheriff's Department Communication's tower with a new communications tower that will be a 'shared use' with the Yuba County Water Agency, and
2. Authorize staff to proceed with the tower replacement project, conditioned upon necessary contractual approvals by the Board of Supervisors as required, and
3. Authorize the expenditure of capital project funds for the initial phase which includes purchase and installation of the radio tower structure, associated equipment, installation and licensing from Sabre Industries (to be awarded as a sole source provider), and
4. Adopt a resolution authorizing the Purchasing Agent to proceed and sign all necessary purchasing documents related to facilitating the initial phase.

BACKGROUND

Over the last several years, Administrative Services and the Sheriff's Department have worked with a radio communications consultant in preparation of the development of a radio tower at the 720 Yuba Street property. The current communications tower on the roof of the Courthouse is outdated, is less than reliable and in dire need of replacement to ensure appropriate radio communications for our law enforcement officers in the field.

While conducting building and tower systems analysis and due diligence in the development of the Yuba Street property as the new Sheriff Operations facility, staff was approached by the Yuba County Water Agency (YCWA) who expressed a need to implement connections between their facilities and tower locations. Through several meetings and discussions with YCWA staff, a collaborative approach was developed that resulted in the County and the YCWA partnering in

a communications tower project, benefitting both public safety and the YCWA through cost savings and efficiency.

DISCUSSION

Several factors were considered in the development of a shared radio communications tower including but not limited to; area coverage needs for the Sheriff's and the YCWA's immediate need paralleling their relicensing process and available funding to support the project. In order to determine the scope, design elements and equipment needs and expedite the process, staff engaged the services of consultants currently being utilized for the Sheriff Operations building design to work with both the County and the YCWA. Based on the development of the project, staff from both agencies is recommending approval to proceed immediately with purchases for the initial phase of the project.

The initial phase includes the purchase and placement of the tower and all licensing requirements. Additional phases of the tower project will include completing a design for a possible temporary wave guide bridge for connectivity to the Sheriff's Yuba Street facility, design and development of secure computer rooms, purchase of additional radio equipment (dishes, antennas, and connectors) and connectivity equipment necessary to the other current radio tower locations.

For efficiency and due to the tower being located on county property, staff is recommending the County pay for all costs, with the YCWA reimbursing the County upon completion of the project. The YCWA's cost share of the tower is estimated to be 30%, excluding equipment specific to their operations to be purchased directly by the Water Agency and the cost of a separate communications room. The 30% portion includes purchase and erection of the tower and cabling to equipment rooms.

It is estimated the tower will be in place by September 2014 and fully operational for both agencies in January 2015.

COMMITTEE ACTION

Due to the rather urgent need for both agencies, this item is brought directly to the Board of Supervisors, bypassing committee.

FISCAL IMPACT

The cost for the entire tower project, excluding equipment directly purchased by the YCWA, is estimated to be approximately \$906,000. Included in the total project cost estimate is the initial phase, estimated to be \$150,000 to \$180,000.

This funding is anticipated to come from of several sources:

- Approximately \$295,000 will be reimbursed by the Yuba County Water Agency*

* This will cover the cost of their dedicated computer room and their share of the Tower.

- \$185,000 has been reimbursed from Cal EMA as an HSGP grant through County OES.
- The remainder of \$426,000 will be from the General Fund

If approved, appropriations for the project will be included in the Final Budget for FY 2014-2015.

There are available funds in the Capital Project account, Fund 200.

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NOW, THEREFORE, BE IT HEREBY RESOLVED subsequent to Board approval, the Director of Administrative Services is hereby authorized to proceed with all necessary purchasing documents related to the initial phase of the tower project including purchase orders, contracts and amendments, subject to approval by County Counsel.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the ____ day of _____ 2014, by the following vote.

AYES:

NOES:

ABSENT:

John Nicoletti
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
Yuba County Counsel

By





COUNTY OF YUBA
OFFICE OF EMERGENCY SERVICES

225-14

ROBERT BENDC
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

BOARD MEMO

Date: June 10, 2014
To: Board of Supervisors *SB*
From: Scott Bryan, Emergency Operations Manager
Office of Emergency Services
Re: FY 2014/2017 California Department of Forestry and Fire Protection Agreement

Recommendation:

Adopt Resolution for California Department of Forestry and Fire Protection authorizing the Chairman of the Board to execute Schedule A Dispatch Services with the County of Yuba for FY 2014/2017.

Background/Discussion:

In excess of 20 years, the County of Yuba has entered into an agreement with the State of California, Department of Forestry and Fire Protection, for the purpose of providing dispatch services within the County for a not to exceed fee. For the term of this agreement, the fee is \$180,739.00

Committee Action:

This matter did not go through committee because of the ongoing agreement.

Fiscal Impact:

Impact to the county general fund will not exceed \$57,332 for fiscal year 2014/2015, which is included in the OES budget.

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

IN REFERENCE TO:

RESOLUTION AUTHORIZING THE) RESOLUTION NO. _____
CHAIRMAN OF THE BOARD TO EXECUTE)
THE COOPERATIVE FIRE PROTECTION)
AGREEMENT,(SCHEDULE "A" CONTRACT)

WHEREAS, the Yuba County Board of Supervisors has previously authorized its Chairman to execute contracts and amendments thereto between the County of Yuba and the California Department of Forestry and Fire Protection (Cal Fire); and

WHEREAS, the California Department of Forestry and Fire Protection is providing on-going fire dispatch services to the County of Yuba through a Board resolution; and

WHEREAS, the California Department of Forestry and Fire Protection has submitted a three year agreement to continue these services through fiscal year 2016/2017 at a cost not to exceed \$180,739;

NOW, THEREFORE, BE IT RESOLVED, the Chairman of the Board of Supervisors is hereby authorized to execute on behalf of the County of Yuba the Cooperative Fire Protection Agreement with the State of California Department of Forestry and Fire Protection for fiscal years 2014/2015 through 2016/2017, and any amendments thereto, subject to approval by County Counsel.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Nicoletti, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES
County Counsel





DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Nevada-Yuba-Placer Unit
13760 Lincoln Way
Auburn, CA 95603
530-889-0111
Website: www.fire.ca.gov

RECEIVED

APR 24 2014

OES/
COUNTY ADMINISTRATOR

April 22, 2014

Scott Bryan
Yuba County OES
915 8th Street, Suite 117
Marysville, CA 95901

Dear Mr. Bryan:

Enclosed are five copies of the Yuba County Consolidated Dispatch contract with Cal Fire covering three fiscal years (2014/15 through 2016/17). The total cost of the contract for all three years is estimated to be at \$180,739.00; the total cost for the current fiscal year (2014-15 FY) will not exceed **\$57,332** (see fiscal sheet on Page 18). Please sign all five copies and return to our office in Auburn.

- Please provide a copy of the Board Resolution authorizing the "Chairman of the Board" (please use title and not name in the resolution) to sign this three-year contract, and please reference the term and/or dollar amount in the resolution.
- Please provide Certificate of Insurance with Endorsement for liability coverage and Worker's Comp.

We will send you the fully executed copy of the contract as soon as we receive it from the Department of General Services in Sacramento. Thanks for your continued cooperation.

If you have any questions regarding this, please contact myself or Judy Dadigan, Executive Secretary, at 530-889-0111, ext. 101.

Sincerely,

BRAD HARRIS
Unit Chief

TENA SJOLUND
Division Chief, Management Services

Enclosures

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
 LG-1 REV. 01/2014

AGREEMENT NUMBER **2CA02422**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Yuba County (Consolidated Dispatch)

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: (for all three years) \$ 180,739.00
 One-hundred eighty thousand, seven-hundred thirty-nine dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	4	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

Yuba County

BY (Authorized Signature)



DATE SIGNED(Do not type)

APPROVED AS TO FORM

PRINTED NAME AND TITLE OF PERSON SIGNING

John Nicoletti, Chair

ANGIL P. MORRIS-JONES

Yuba County Board of Supervisors
 915 8th Street, Suite 109
 Marysville, CA 95901

COUNTY COUNSEL
 BY: 

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General
 Services Use Only

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	Yuba County OES
Name:	Brad Harris	Name:	Scott Bryan
Phone:	530-889-0111, x 100	Phone:	530-749-7520
Fax:	530-823-9201	Fax:	530-749-7524

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	Yuba County
Section/Unit:	Nevada-Yuba-Placer Unit	Section/Unit:	OES
Attention:	Tena Sjolund, Div. Chief	Attention:	Scott Bryan
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	915 8 th St., Suite 117 Marysville, CA 95901
Phone:	530-889-0111, x 102	Phone:	530-749-7520
Fax:	530-823-9201	Fax:	530-749-7524

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

Contractor Name: Yuba County (Consol. Dispatch)

Contract No.: 2CA02422

Page No.: 6

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-P.O.S.T. (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS:** Time is of the essence in the performance of this agreement.

12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

SCHEDULE A - 4142
INDEX 2300 PCA 27344

This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2014
Between State of California Department of Forestry and Fire Protection
and Yuba County (Consolidated Dispatch), a Local Agency

PERSONNEL SERVICES:

Qty	Classification	Months	Monthly Rate	Total Salary	Benefit Rate	TOTAL
Command/Support						70.09%
0	Fire Captain	3.0	\$ 4,609	\$ -	\$ -	-
0	Ed. Incent.	3.0	\$ 75	\$ -	\$ -	-
0	Longevity	3.0	\$ 322	\$ -	\$ -	-
						56.83%
3	Comm Operator	12.0	\$ 4,700	\$ 338,400	\$ 192,313	\$ 530,713
1	Comm Operator	6.0	\$ 4,700	\$ 28,200	\$ 16,026	\$ 44,226
1	Comm Operator	3.0	\$ 4,700	\$ 14,100	\$ 8,013	\$ 22,113
						65.86%
1	Office Tech (T)	12.0	\$ 3,500	\$ 42,000	\$ 27,661	\$ 69,661
EDWC						33.32%
@ 1.5	Captain	3.0	\$ 2,084	\$ -	\$ -	-
Unplanned OT						1.45%
1	Batt. Chief	Hrs= 12.5	\$ 39	\$ 4,875	\$ 71	\$ 4,946
1	Captain	Hrs= 7.5	\$ 31	\$ 2,325	\$ 34	\$ 2,359
						1.45%
3	Comm Operator	Hrs = 200	\$ 40	\$ 48,000	\$ 696	\$ 48,696
1	Comm Operator	Hrs = 100	\$ 40	\$ 4,000	\$ 58	\$ 4,058
1	Comm Operator	Hrs = 50	\$ 40	\$ 2,000	\$ 29	\$ 2,029
Night Shift Differential						56.83%
2	Night Shift	Hrs = 2079.5	\$ 0.50	\$ 2,079.50	\$ 1,182	\$ 3,261
Subtotal Personnel Services:						\$ 732,062

OPERATING EXPENSE:

Uniform Allowance

3	Comm Operator	12	\$ 37.50	\$ 2,700.00	\$ -	\$ 2,700
1	Comm Operator	6	\$ 37.50	\$ 225.00	\$ -	\$ 225
1	Comm Operator	3	\$ 37.50	\$ 112.50	\$ -	\$ 113

Training/Certification

Comm Operator		\$ 500.00	\$ 3,000
Comm Operator 0.5		\$ 500.00	\$ 250
Comm Operator 0.25		\$ 500.00	\$ 125

Facility & Operations	3- year average for Grass Valley ECC				
	\$18,324	\$ 7,330	50%	\$ 9,162	
	60% CDF Cost				
	40% Contract				
		Infrastructure-West	\$ 1,000		
		Infrastructure-East	\$		
	PROQA MAINTENANCE FEE		\$ 2,400		
	Subtotal Operating Expense:		\$ 18,974.50		

Subtotal Personal Services & Operating Expense - \$ 751,036

Administrative Charge @ 11.97% \$ 89,899

Master Agreement Total: \$ 840,935

Yuba County's share (FY14-15) @ 6.818% \$ 57,332

Total amount for FY 2014-15 will not exceed \$57,332

Total amount for FY 2015-16 will not exceed \$60,199

Total amount for FY 2016-17 will not exceed \$63,208

\$180,739

The County of Yuba

226-14

HEALTH & HUMAN SERVICES DEPARTMENT



Jennifer Vasquez, Interim Director

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



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Marvin King, Jr., Veterans Service Officer 
Health & Human Services Department

DATE: June 10, 2014

SUBJECT: Resolution of Support for the Missing in America Project (MIAP) and
Resolution Designating Bob Day as the Yuba County Veterans' Remains
Officer

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board indicating their support for the Missing in America Project and designating Bob Day as the Yuba County Veterans' Remains Officer to assist in locating, identifying and interring the unclaimed remains of veterans or dependents of veterans.

BACKGROUND: Since 1862 veterans have been buried with honor in National Cemeteries and State Veterans Cemeteries. However, there are a large number of unclaimed remains and/or cremated remains of veterans and veterans' dependents stored on shelves of funeral homes, crematoriums, and Coroners offices across the nation.

DISCUSSION: Sections 940-955 of the Military and Veterans Code requires the board of supervisors of each county to designate an honorably discharged veteran of the United States military or a member of a recognized and authorized veterans' remains organization to verify and inter the unclaimed remains and/or cremated remains of United States military veterans or veterans' dependents. Bob Day is a representative of the Missing in America Project, a recognized veterans' remains organization, and as such would like to volunteer his services and be designated as the Yuba County Veterans' Remains Officer. Pursuant to Section 950 of the Military and Veterans Code, the person appointed shall receive no compensation for any duties he/she may perform in compliance with the article. Furthermore, the Department of Veterans Affairs will cover the cost of the gravesite at a State-operated Veterans' Cemetery, headstone or marker, Presidential Memorial Certificate, U.S. flag, perpetual care of the gravesite and will open and close the grave. Fees for services provided by funeral directors and other related costs must be paid for by the Veteran's family (or those costs will be covered under the indigent burials program).

COMMITTEE: The Human Services Committee was by-passed.

FISCAL IMPACT: The County will incur a cost of approximately \$21.00 to print business cards designating Bob Day as the Yuba County Veterans' Remains Officer.

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May 20, 2014

To:
Yuba County Board of Supervisors
915 8th Street #109
Marysville, CA 95901

RECEIVED

MAY 20 2014

Clerk/Board of Supervisors

From:
Bob Day - M.I.A.P. (Missing in America Project) The Veterans Recovery Program
688 Saddleback Drive
Marysville, CA 95901

Re: Request for the Board of Supervisors to appoint Bob Day as Yuba County VETERANS REMAINS OFFICER, as per requirements of AB1644 Dated August 27, 2010. This bill changed the California Military & Veterans Code, Sections 940 to 954. (See attachment)

Key points:

1. This is a volunteer situation, and as such there is no cost for payroll to the County.
2. As a volunteer for M.I.A.P. I am covered by a current Liability Insurance Umbrella. This insurance coverage has been made known to Yuba County Risk Assessment and County Counsel. To the best of my knowledge it has been deemed acceptable for me to be able to function as a VRO in Yuba County by these two departments.
3. I made my first contact to express interest in taking on this task by meeting with Mr. Marvin King Jr., the **Yuba/Sutter VSO (Veterans Service Officer)**. Mr. King supports my involvement, and passed the information on to the department head for County review & approval.
4. Per the CA Military & Veterans Code, I am qualified to be a VRO as a Veteran as well as a long-standing member of an organization authorized by the Veterans Administration to verify, take possession of and lay to rest unclaimed deceased veterans.
5. The 8 existing County VRO's, as well as MIAP, receive direct confirmation & documentation from the VA to prove eligible status of a veteran for **FULL MILITARY HONORS** at a Veterans Memorial Cemetery. This allows for **zero cost** to the county for the interment/burial.
6. Currently VRO's & MIAP arrange for transport of veterans' cremains at no cost to the county.
7. I have met with SSGT Greg Sizelove, the Yuba County Coroner, and have his support. VRO's coordinate closely with County Coroners and conduct their activities to Coroners' requirements.

In conclusion, in the 6 years I have been working with MIAP, close to 200 unclaimed veterans are now where they belong due to my supervision & direction. It remains to be seen how many unclaimed veterans may be in Yuba County. In addition, there will no doubt be indigent &/or homeless veterans from time to time. The number is not important - if there are any at all, we need to do what is right and respect their service to this country by placing them with honor in a proper final resting place. With your support I stand ready to do that in Yuba County.

Submitted with respect by: Bob Day Bob Day - USN Vietnam Era

Basis for Resolution to appoint Bob Day as the Yuba/Sutter VETERANS REMAINS OFFICER (VRO)

AB 1644 August 27, 2010, changed the CA Military & Veterans Code, Sections 940 to 954

We THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The heading of Article 2 (commencing with Section 940) of Chapter 5 of Division 4 of the Military and Veterans Code is amended to read:

Article 2. Burial of Veterans and Veterans' Dependents

SEC. 2. Section 942 of the Military and Veterans Code is amended to read:

942. The board of supervisors of each county shall designate an honorably discharged veteran of the United States military or a **member of a veterans' remains organization**, as defined in Section 951, who shall cause to be decently interred the body of any veteran or spouse or eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes who dies in the county. This section shall apply to all indigent, abandoned, or unclaimed veterans and dependents of veterans, including those deceased veterans and dependents of veterans without sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War Adjusted Compensation Act.

SEC. 3. Section 951 is added to the Military and Veterans Code, to read:

951. (a) "Veteran status information" means the data required by the Department of Veterans Affairs to verify the status of a decedent as either a veteran or the dependent of a veteran for purposes of eligibility for burial in a national or state cemetery, including the person's name, service number, social security number, date of birth, date of death, place of birth, branch of the service, and military rank.

(b) "Veterans' remains organization" means any entity recognized by the **Veterans Administration and the National Personnel Records Center** as an organization authorized to verify and inter unclaimed cremated remains of American veterans, including a member or employee of that entity.

SEC. 4. Section 952 is added to the Military and Veterans Code, to read:

952. (a) A cemetery corporation or association, or other entity in possession of the cremated remains of a veteran or dependent of a veteran, shall, upon request of a veterans' remains organization and after verifying the status of the veterans' remains organization as an organization currently authorized by the Veterans Administration and the National Personnel Records Center or as an organization authorized by the local county board of supervisors to verify and inter unclaimed cremated remains of American veterans, release veteran status information to the veterans' remains organization.

(b) The use or disclosure of veteran status information obtained by a veterans' remains organization pursuant to subdivision (a) shall be permitted only for the purpose of verifying veteran interment benefits of the deceased veteran or a dependent of a veteran with the Department of Veterans Affairs and shall not be used or disclosed for any other purpose.

(c) The cemetery authority, cemetery corporation or association, or other entity in possession of the cremated remains of a veteran or dependent of a veteran may, upon request of a veterans' remains organization and after verifying the status of the veterans' remains organization as an organization currently authorized by the Veterans Administration and the National Personnel Records Center or as an

organization authorized by the local county board of supervisors to verify and inter unclaimed cremated remains of American veterans, release the cremated remains of the veteran or dependent of a veteran to a veterans' remains organization for the sole purpose of interment,

954. The board of supervisors of each county is encouraged to designate personnel from a veterans' remains organization, as defined in Section 951, to fulfill the role created in Section 942.

Bob Day USN Vietnam Era
688 Saddleback Drive, Marysville CA 95901
Cell 520-784-9235
Email: pointman@succeed.net

Organization Affiliations:

National Association of Destroyer Veterans - "Tin Can Sailor"
The American Legion
Missing In America Project (MIAP) – Veterans Recovery Program
Currently North Central CA Missions Coordinator
Previously MIAP Arizona State Coordinator
Patriot Guard Riders - Ride Captain 2005 to 2008

References:

Joe Larson – Director Southern Arizona Veterans Memorial Cemetery – 520-266-2510
Kenneth J. Prather – Command Sergeant Major, USA, Ret. – 520-625-2106
Rick Proietti – Veterans Remains Officer, Shasta County – 530-347-5445
Detective Shaun Pfund – Pima County D.A. Office – 520-820-3531
MIAP Law Enforcement Liaison, Southern AZ

Personal Commitment:

To continue the search for and recovery of forgotten veterans, and arrange for them to be placed in Veterans Memorial Cemeteries where they belong.

Note:

As an MIAP volunteer, all activities in connection with locating, verifying, transporting and interring veterans' cremains, I am covered under the MIAP \$1million insurance umbrella.

Respectfully submitted,

A handwritten signature in black ink that reads "Bob Day". The signature is written in a cursive, flowing style.



Shasta County

VETERANS SERVICE OFFICE

RICK PROIETTI
VETERANS REMAINS OFFICER

Phone (530) 347-5445
Email rproietti@att.net

1855 Shasta Street
Redding, CA 96001



Sonoma County
Veteran Service Office

Ron Collier
Veteran Remains Officer

3725 Westwind Blvd., #101
Santa Rosa, CA 95403

(707) 239-6703
redlightron@comcast.net

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

RESOLUTION OF SUPPORT FOR)	
THE MISSING IN AMERICA)	
PROJECT (MIAP) AND RESOLUTION)	
DESIGNATING BOB DAY, A)	
REPRESENTATIVE OF MIAP, AS	)	Resolution No. _____
THE YUBA COUNTY VETERANS')	
REMAINS OFFICER TO LOCATE,)	
IDENTIFY AND INTER THE)	
UNCLAIMED REMAINS OF)	
VETERANS OR DEPENDENTS OF)	
VETERANS)	
_____)	

WHEREAS, since July 17, 1862, veterans have been buried with honor in National Cemeteries and State Veterans Cemeteries; veterans have served our country and as such, deserve to be buried with honor and respect; and

WHEREAS, a large number of unclaimed remains and/or cremated remains of veterans are stored on shelves of funeral homes, crematoriums, and Coroners offices across our nation; and

WHEREAS, the Burial with Honor Act of 2012 (Assembly Bill 1806) was added to the Military and Veterans Code. Sections 940-955 of the Military and Veterans Code requires the board of supervisors of each county to designate an honorably discharged veteran of the United States military or a member of a recognized and authorized veterans' remains organization to verify and inter the unclaimed remains

and/or cremated remains of United States military veterans or veterans' dependents. The law also requires the public administrator to determine if referred unclaimed remains are those of a veteran or their dependent and if so, to work with the County Veterans Service Officer (CVSO), a national veterans cemetery, the United States Social Security Administration, the United States Department of Veterans Affairs, or other applicable entity to determine if the remains belong to a veteran or the dependent of a veteran; and

WHEREAS, Bob Day, a veteran of the United States Navy, is a representative of the Missing in America Project (MIAP). MIAP is a recognized and authorized veteran's remains organization with the mission to locate, identify and inter the unclaimed remains and/or cremated remains of veterans through the joint efforts of private, state and federal organizations. Mr. Day has volunteered his services to become the Yuba-Sutter County Veterans' Remains Officer. Pursuant to Section 950 of the Military and Veterans Code, the person appointed shall receive no compensation for any duties he may perform in compliance with the article; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Yuba that Bob Day of the Missing in America Project is hereby designated as the uncompensated Yuba-Sutter County Veterans' Remains Officer to work in collaboration with the Yuba-Sutter CVSO and the Yuba County Sheriff-Coroner to locate, identify and inter the unclaimed remains and/or cremated remains of eligible veterans and dependents of veterans; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that we recognize the importance of the Missing in America Project for the proper burial of our nation's veterans or a dependent of a veteran and we endorse and support locating our deceased comrades and dependents so that they receive a proper burial in National or State Veterans Cemeteries.

PASSED AND ADOPTED this ____ day of _____, 2014, by the Yuba County Board of Supervisors by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

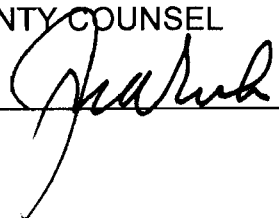
YUBA COUNTY BOARD OF SUPERVISORS

BY: _____
Chair, Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

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

By:  _____



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



749-5440 • Fax 749-5616

CODE ENFORCEMENT
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ENVIRONMENTAL HEALTH • CUPA
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HOUSING AND COMMUNITY SERVICES
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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: June 10, 2014 (Continue from May 13, 2014)

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4323 Angelica Way, Olivehurst, CA and to Authorize Recording an Abatement Lien.

RECOMMENDATION: Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

BACKGROUND: On November 7, 2012, property owners Jose Luis and Beatrice Martinez together with Bank of America N.A. ("B of A") were served with a Notice and Order to Abate Public Nuisance ("Notice & Order"), ordering them to correct or remove code violations consisting of a vacant, unsecured dwelling and garage; overgrown weeds and vegetation; and the maintenance of a rat harborage.

Neither Jose Luis & Beatrice Martinez or B of A requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct and/or remove the violations as ordered. On April 12, 2013, an inspection performed at the request of B of A, showed that the violations as enumerated in the Notice and Order had been corrected and the property was no longer considered to be a nuisance. On August 1, 2013, B of A gave notice that they no were longer the servicer of the loan and that any correspondence should be directed to Nationstar Mortgage L.L.C. ("Nationstar"). On November 20, 2013, Nationstar was served with notice of the Notice and Order and issued a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance. The Demand for Payment remains unpaid the total due now being \$14,998.70. Please refer to Attachment A for the Cost Accounting.

Jose Luis and Beatrice Martinez and Nationstar have been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

DISCUSSION: This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

COMMITTEE ACTION: None required.

FISCAL IMPACT: Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

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HEARING TO ASSESS PROPERTY AND RECORD
NOTICE OF ABATEMENT LIEN
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE12-0341
)		
	)	RE:	4323 Angelica Way
	)		Olivehurst, CA
vs.)		
	)	APN:	013-680-034
Jose Luis Martinez)		
Beatrice Martinez	)	FINDINGS OF FACT	
Nationstar Mortgage LLC	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 013-680-034 is located at 4323 Angelica Way, Olivehurst, CA 95961, and is owned by Jose Luis Martinez and Beatrice Martinez.
2. On November 7, 2012, property owners Jose Luis Martinez and Beatrice Martinez together with Bank of America N.A. ("B of A") were served with a Notice and Order to Abate Public Nuisance ("Notice & Order"), ordering them to correct or remove code violations consisting of a vacant, unsecured dwelling and garage; overgrown weeds and vegetation; and the maintenance of a rat harborage.
3. Neither Jose Luis or Beatrice Martinez or Bank of America requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct and/or remove the violations as ordered.
4. On April 12, 2013, an inspection performed at the request of B of A, showed that the violations as enumerated in the Notice and Order had been corrected and the property was no longer considered to be a nuisance
5. On August 1, 2013, B of A gave notice that they were no longer the servicer of the loan and that any correspondence should be directed to Nationstar Mortgage L.L.C. ("Nationstar"). On November 20, 2013, Nationstar was served with notice of the Notice and Order and issued a final Demand for Payment of administrative and abatement costs and penalties associated with the abatement of the public nuisance.
6. The property owners Jose Luis and Beatrice Martinez and Nationstar have been served with written notice of this hearing.

7. A Hearing was held on June 10, 2014 (Continued from May 13, 2014) to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
 - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
 - (b) The owners, Jose Luis and Beatrice Martinez and Nationstar were () were not () present.
8. The administrative and abatement costs and penalties incurred totaled: \$14,998.70.

CONCLUSIONS OF LAW

1. Jose Luis and Beatrice Martinez and Nationstar were properly notified to appear before the Board of Supervisors on June 10, 2014 at 9:30am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 4323 Angelica Way, Olivehurst, CA, APN 013-680-034, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 013-680-034 were properly incurred in the amount of \$14,998.70 and the property and its owners bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$14,998.70 shall be an assessment against the property located at 4323 Angelica Way, Olivehurst, CA, APN 013-680-034.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.

4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 10th day of June 2014, by the following vote:

AYES:

NOES:

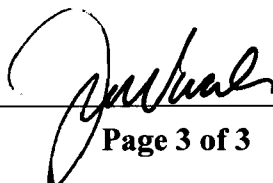
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: June 10, 2014 (Continued from May 13, 2014)

Case #: CE12-0341 APN: 013-680-034

Owner: Jose Luis and Beatrice Martinez
and Nationstar

Situs: 4323 Angelica Way, Olivehurst CA

Date	Reason for Charge	Hours	Total
10/25/2012	Initial Inspection	.50	\$ 52.50
10/26/2012	Received Complaint, Opened Case	.50	52.50
10/29/2012	Posted Unsafe to Occupy	.50	52.50
11/7/2012	Billing Statement Prepared (Mailed with Notice & Order)	.50	52.50
2/13/2013	Reinspection	.50	52.50
4/9/2013	Email to Dawn Minor; Bank of America	.50	52.50
4/12/2013	Reinspection, Verify Compliance	.50	52.50
4/29/2013	Prepared Demand for Payment to Bank of America	.50	0.00
6/10/2013	Emailed Demand for Payment to Bank of America; 3 Emails	1.00	138.00
11/20/2013	Mailed Follow Up Letter to Nationstar Mortgage RE: Demand and Notice & Order to Abate	1.00	138.00
12/17/2013	Email to Safeguard Properties (De'Andre Johnson) RE: Demand and Notice & Order to Abate	.25	34.50
2/3/2014	2 nd Email to Safeguard Properties (Khristina Wood) RE: Demand and Notice & Order to Abate	.25	34.50
2/18/2014	3 rd Email to Safeguard Properties (Nikolas Ladon) RE: Demand and Notice & Order to Abate	.50	69.00
2/27/2014	Phone Call from Safeguard Properties (Megan) RE: Unsafe to Occupy Posting	.25	34.50
	Total Staff Hours Billed	7.25	\$ 816.00
10/29/2012	Notice of NonCompliance		105.00
10/29/2012	CDSA Processing Fee		52.00
11/7/2012	Notice & Order to Abate Public Nuisance		1,050.00
4/12/2013	Administrative Penalty @\$74.00 Per Day; 141 Days (November 8, 2012 thru April 12, 2013)		10,434.00
6/10/2014	Cost Accounting Hearing, Before Board of Supervisors		1,380.00
6/10/2014	Release of Abatement Lien		138.00
6/10/2014	Notice of Compliance		138.00
6/10/2014	CDSA Processing Fee, Two Document		138.00
6/10/2014	Recordation Fee, Two Documents		24.00
6/10/2014	CDSA Support Fee (5%)		713.70
		Total	\$14,998.70



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Jose Luis & Beatrice Martinez
4323 Angelica Way
Olivehurst CA 95961

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on June 10, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 4323 Angelica Way, Olivehurst CA, APN 013-680-034, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: May 23, 2014

Certified Mail # 7013 1090 0000 2901 2131

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:

Jeremy Strang

Attachment B



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8th Street, Suite 123, Marysville, California 95901

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8th Street, Marysville, California, in the Board of Supervisors Chambers, on June 10, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 4323 Angelica Way, Olivehurst CA, APN 013-680-034, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: May 23, 2014

Certified Mail # 7013 1090 0000 2901 2124

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:

Jeremy Strang

Attachment B



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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Marysville, California 95901
www.co.yuba.ca.us



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CODE ENFORCEMENT
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749-5450 • Fax 749-5454

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

PLANNING
749-5470 • Fax 749-5434

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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

To: Board of Supervisors

From: Wendy Hartman, Planning Director *WH*
Kevin Perkins, Planner III *KP*

Subject: Off-Sale General Alcoholic Beverage License Type 20 License –Hira Petroleum
APN: 020-040-015 – Karnail Hira

Date: June 10, 2014

RECOMMENDATION:

Consider the application from Hira Petroleum to the Board of Supervisors to a make finding of public convenience or necessity to allow a Type 20 Off-Sale Beer & Wine Alcoholic Beverage License.

BACKGROUND/DISCUSSION:

Yuba County has received an application from Hira Petroleum to make a finding that public convenience or necessity will be served by allowing an Off-Sale Beer & Wine (Type 20) alcoholic beverage license for permanent use for a convenience store they are opening in Linda located near the intersection of North Beale Road and Park Avenue (APN: 020-040-015) on a parcel zoned Commercial and having a General Plan land use designation of Valley Neighborhood.

Alcoholic beverage licenses are regulated by ABC and only a specific number of licenses are allotted (based on population) per census tract. Accompanying the application from Hira Petroleum is documentation from the State of California Department of Alcoholic Beverage Control (ABC), which includes information regarding a 1998 ABC moratorium on the issuance of off-sale beer and wine licenses in jurisdictions where the ratio of Off-Sale ABC Type 20 & 21 licenses exceeds one for each 2,500 residents. The Hira Petroleum convenience store is located in Census Tract #0403.02, which currently has five permitted Off-Sale licenses which is more than the two ABC Off-Sale licenses authorized in the census tract. In order to proceed with the application, ABC directed the applicant to contact the local governing body to obtain an official finding regarding public convenience or necessity. Therefore, in order for ABC to allow a Type 20 ABC License in Yuba County, the Board of Supervisors must make a finding that the public convenience or necessity will be served.

Yuba County currently has a ratio of 1 Off-Sale ABC license per 968 residents which exceeds the 1998 moratorium threshold of 1 Off-Sale ABC license per 2,500 residents. As a result of Yuba County exceeding the 1998 moratorium threshold, a finding of public convenience or necessity by the Board of Supervisors is necessary to obtain an Off-Sale ABC license. In the case of Hira Petroleum, even if the County was not subject to the 1998 ABC moratorium which require Board approval on all Type 20 & 21

licenses, they would be still required to receive Board approved findings of public necessity or convenience because the number of Type 20 & 21 licenses currently in Census Tract #0403.02 exceed the number allotted (5 currently exist; 2 are allotted).

Hira Petroleum justification as to why selling beer and wine at their Linda convenience store would serve a public convenience or necessity include: sales of beer and wine would allow their convenience store to be more of a “one-stop” shopping experience and they previously had a Type 20 license that expired after their convenience store shut down due to fire. The store has subsequently reopened and repaired all fire damage.

The County does not have any adopted policies on alcoholic beverage licenses therefore, in order for the Board of Supervisors to take action in favor of the Hira Petroleum application; the Board must make findings of public necessity or convenience. This is consistent with the requirements of the State of California Department of Alcoholic Beverage Control.

COMMITTEE:

Since this is an item of “public interest” it was not presented to the Land Use & Public Works Committee.

ACTION BY BOARD of SUPERVISORS:

In order for the Board of Supervisors to take action in favor of the Hira Petroleum application, the Board must find that such is a public necessity or for the convenience of the public. Therefore, if the Board **finds** that allowing an Off-Sale Beer & Wine alcoholic beverage license for convenience store is a public necessity or is for the convenience of the public then such findings shall be stated by the Board when taking action on the request. In the alternative, the application would be denied if the Board of Supervisors does **not** find that there is a public necessity or that such is for the convenience of the public.

In either event, Planning Department staff will send a letter outlining the Board’s action by a minute order to ABC at their Sacramento office.

FISCAL IMPACT:

Staff does not anticipate a fiscal impact resulting from this action.

ATTACHMENTS:

1. ABC License Application
2. Breakdown of ABC Off-Sale (Type 20 & 21) Licenses Authorized in Census Tract 407
3. Census Tract Map
4. Map of Existing ABC Type 20 & 21 Licenses on North Beale Road

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

ATTACHMENT: 1

TO: Department of Alcoholic Beverage Control
2400 DEL PASO ROAD
SUITE 155
SACRAMENTO, CA 95834
(916) 419-1319

File Number: **543978**
Receipt Number: **2225010**
Geographical Code: **5800**
Copies Mailed Date: **April 10, 2014**
Issued Date:

DISTRICT SERVING LOCATION: **SACRAMENTO**First Owner: **HIRA, KARNAIL SINGH**Name of Business: **HIRA PETROLEUM**

Location of Business: **1573 N BEALE RD**
MARYSVILLE, CA 95901-6304

County: **YUBA**Is Premise inside city limits? **No** Census Tract **0403.02**

Mailing Address:
(If different from
premises address)

Type of license(s): **20**Transferor's license/name: **501064 / RAI, KASHMIR S**Dropping Partner: Yes ☐ No ☒

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win.	PERSON-TO-PERSON TRANSFER	NA	Y	0	04/10/14	\$50.00
20 - Off-Sale Beer And Win.	PREMISE TO PREMISE TRANSFER	NA	Y	0	04/10/14	\$100.00
20 - Off-Sale Beer And Win.	ANNUAL FEE	NA	Y	0	04/10/14	\$254.00
NA	FEDERAL FINGERPRINTS	NA	N	1	04/10/14	\$24.00
NA	STATE FINGERPRINTS	NA	N	1	04/10/14	\$39.00
Total						\$467.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **YUBA**Date: **April 10, 2014**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

HIRA, KARNAIL SINGHHIRA, SANTOKH SINGH

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

Karnail Singh Hira & Santokh Singh Hira

2. PREMISES ADDRESS (Street number and name, city, zip code)

1573 N Beale Rd., Marysville CA 95901-4304

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only | <input type="checkbox"/> All | | |

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input checked="" type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

2,143

6. TOTAL NUMBER OF LICENSES IN COUNTY

☐ On-Sale ☒ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

☐ On-Sale ☒ Off-Sale

8. CENSUS TRACT NUMBER

403.02

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

2

☐ On-Sale ☒ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

5

☐ On-Sale ☒ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☒ Yes (Go to Item #13)
- ☐ No (Go to Item #20) Yuba County S.O.

13. CRIME REPORTING DISTRICT NUMBER

EL37

14. TOTAL NUMBER OF REPORTING DISTRICTS

192

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

1161

16. AVERAGE NO. OF OFFENSES PER DISTRICT

6

17. 120% OF AVERAGE NUMBER OF OFFENSES

7

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

10

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☒ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

YUBA CO BOARD OF SUPERVISORS

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

Candace Segura

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.

Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐ Yes☐ No

See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED	
-----------------	--

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NUMBER OF LICENSES AUTHORIZED
BY CENSUS TRACT

YOLO	0103.10	5,485	6	4
YOLO	0103.12	5,130	6	4
YOLO	0104.01	4,532	5	3
YOLO	0104.02	3,832	4	3
YOLO	0105.01	5,922	7	5
YOLO	0105.05	4,807	6	4
YOLO	0105.08	2,453	3	2
YOLO	0105.09	3,471	4	2
YOLO	0105.10	5,267	6	4
YOLO	0105.11	3,135	3	2
YOLO	0105.12	3,406	4	2
YOLO	0105.13	2,817	3	2
YOLO	0106.02	5,615	7	4
YOLO	0106.05	3,559	4	3
YOLO	0106.06	7,902	9	6
YOLO	0106.07	4,095	5	3
YOLO	0106.08	5,882	7	5
YOLO	0107.01	4,625	5	3
YOLO	0107.03	5,854	7	5
YOLO	0107.04	2,267	2	1
YOLO	0108.00	3,881	4	3
YOLO	0109.01	5,311	6	4
YOLO	0109.02	6,189	7	5
YOLO	0110.01	6,464	8	5
YOLO	0110.02	3,093	3	2
YOLO	0111.01	3,070	3	2
YOLO	0111.02	4,884	6	4
YOLO	0111.03	3,118	3	2
YOLO	0112.03	2,561	3	2
YOLO	0112.04	4,672	5	3
YOLO	0112.05	8,123	10	6
YOLO	0112.06	7,329	9	6
YOLO	0113.00	8,106	10	6
YOLO	0114.00	4,193	5	3
YOLO	0115.00	5,325	6	4
YUBA	0401.00	4,615	4	4
YUBA	0402.00	7,767	7	7
YUBA	0403.01	3,366	3	3
YUBA	0403.03	6,555	6	6
YUBA	0404.00	5,538	5	5
YUBA	0405.00	4,111	4	4
YUBA	0406.00	6,130	6	6
YUBA	0407.00	10,879	10	10
YUBA	0408.00	4,233	4	4
YUBA	0409.01	2,783	2	2
YUBA	0409.02	1,737	1	1
YUBA	0410.00	7,357	7	7
YUBA	0411.00	4,941	4	4



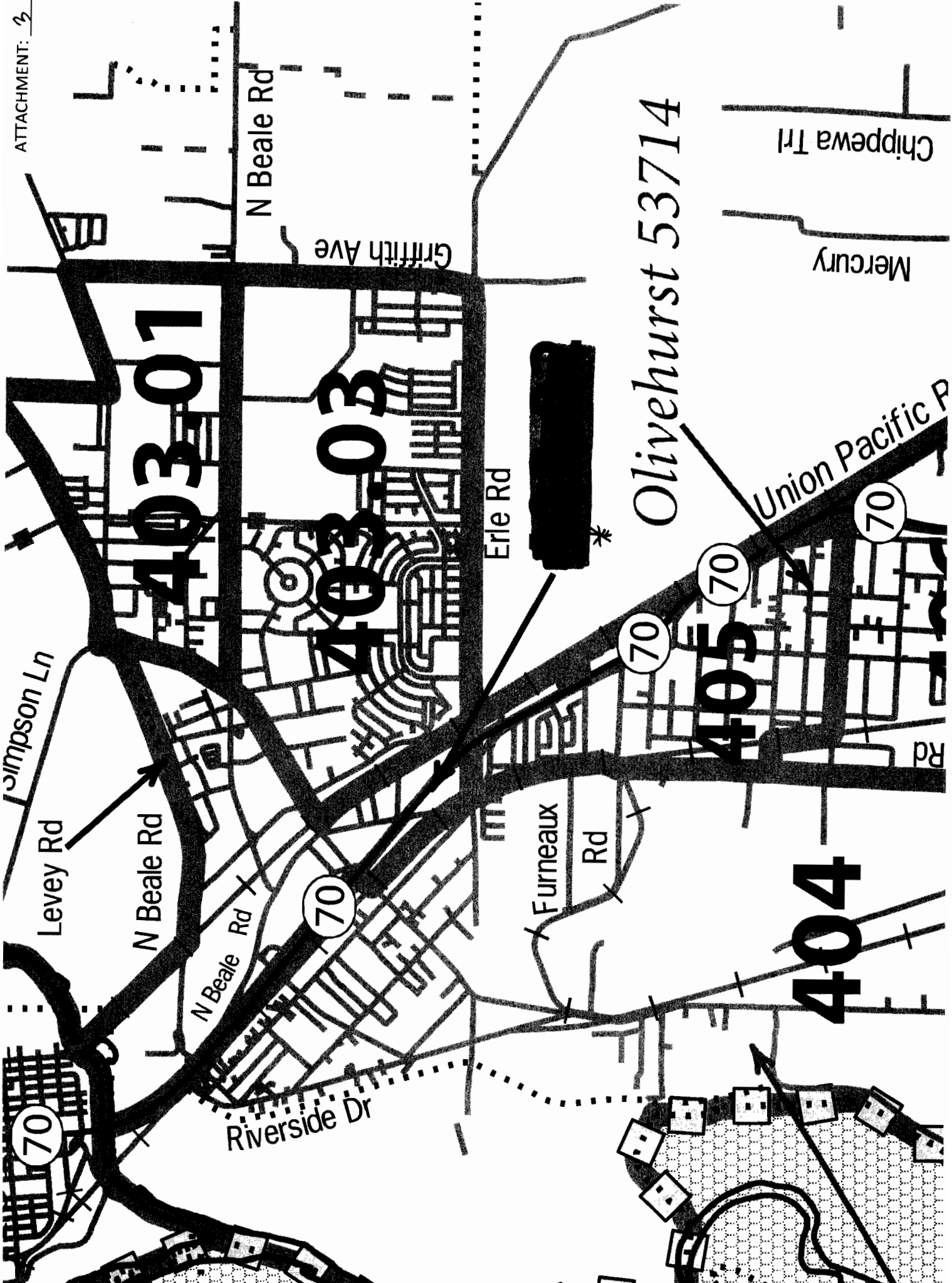
**California Department of Alcoholic Beverage Control
For the County of YUBA - (Off-Sale Licenses)
and Census Tract = 403.02**

Report as of 4/9/2014

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	395941	ACTIVE	21	9/4/2003	8/31/2014	SAVE MART SUPERMARKETS 6000 LINDHURST AVE MARYSVILLE, CA 95901-8129 Census Tract: 0403.02	FOOD MAXX 472	PO BOX 4664 MODESTO, CA 95352-4664	5800
2)	400587	ACTIVE	21	8/1/2003	8/30/2014	WAL MART STORES INC 1131 N BEALE RD MARYSVILLE, CA 95901-8107 Census Tract: 0403.02	WAL MART STORE 5136	702 SW 8TH ST, DEPT 8916 ATTN: TIM FARRAR BENTONVILLE, AR 72716-6209	5800
3)	446636	ACTIVE	20	12/13/2006	11/30/2014	LINDA PETROLEUM INC 1129 N BEALE RD MARYSVILLE, CA 95901-8107 Census Tract: 0403.02	LINDA PETROLEUM INC	13401 FOLSOM BLVD FOLSOM, CA 95630-4701	5800
4)	469983	ACTIVE	21	11/7/2008	10/31/2014	MINHAS, PARDEEP SINGH 1545 N BEALE RD MARYSVILLE, CA 95901-8304 Census Tract: 0403.02	J & J LIQUOR	5424 WATERVILLE WAY SACRAMENTO, CA 95835-2455	5800
5)	478251	ACTIVE	20	8/2/2009	10/31/2014	SUPER X MARKET 1480 N BEALE RD MARYSVILLE, CA 95901-8205 Census Tract: 0403.02	SUPER X MARKET		5800

--- End of Report ---

For a definition of codes, view our [glossary](#).



Olivehurst 53714

Chippewa Trl

Mercury

Union Pacific P

404

Simpson Ln

Levey Rd

N Beale Rd

N Beale Rd

Riverside Dr

Furneaux Rd

Erle Rd

Griffith Ave

N Beale Rd

70

70

70

70

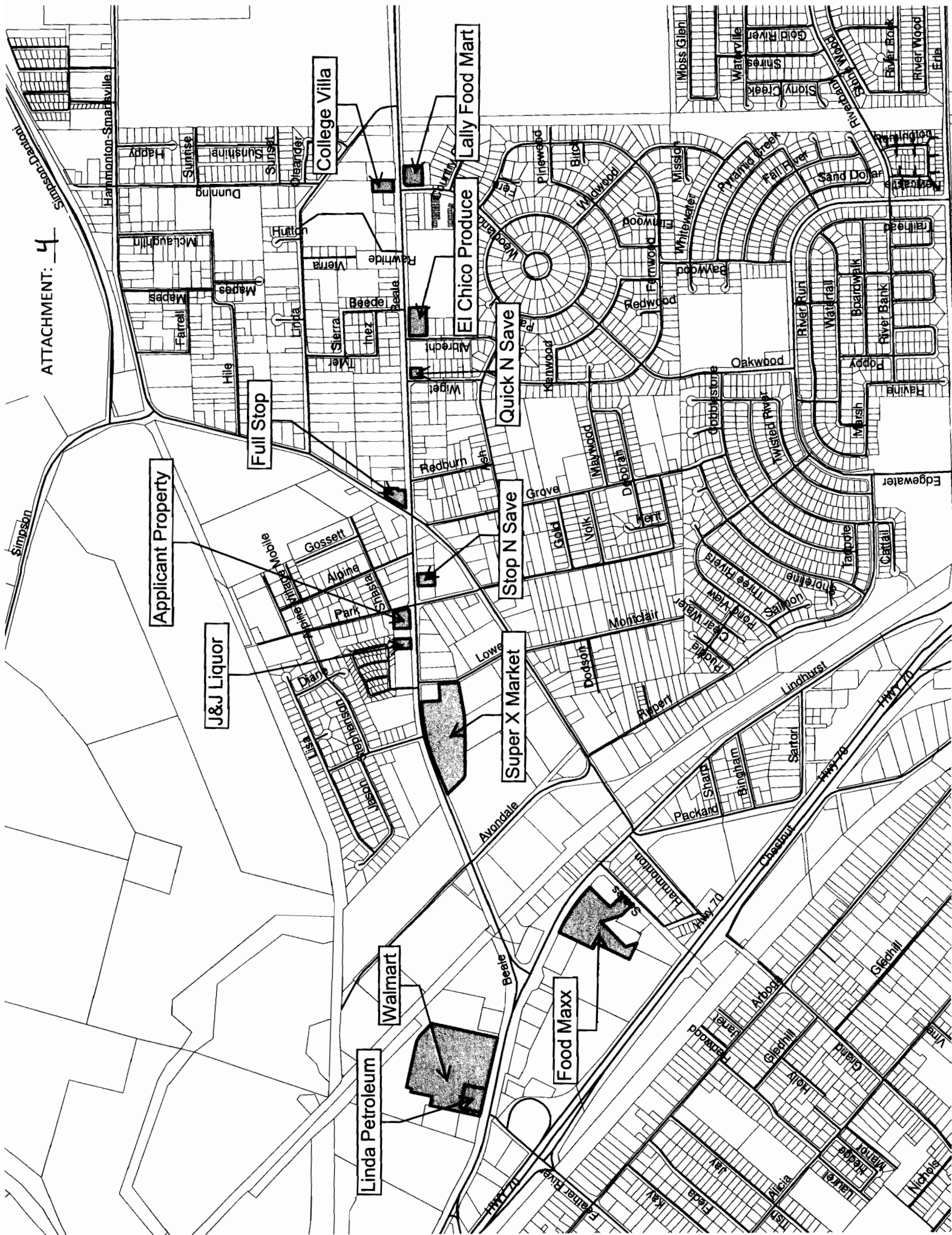
70

40301

40303

405

ATTACHMENT: 4



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228-14

Subject: Board of Supervisors final copy

From: Donald E [REDACTED]

To: [REDACTED]

Date: Tuesday, May 27, 2014 10:33 PM

May 29, 2014

Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville , CA 95901

District 1	Andrew Vasquez Jr.
District 2	John Nicoletti
District 3	Mary Jane Griego
District 4	Roger Abe
District 5	Hal Stocker

RECEIVED

Clerk/Board of Supervisors

**Re: Hammond Grove Camp Site
Sycamore Ranch Camp Site**

Dear Supervisors:

The Cherokees of California is a non-profit group, founded in 1975 and based in Marysville , CA .

We are writing you today to encourage you to reduce your camping fee of \$250.00 to our usual \$100.00 per camp-out. We try to have at lease two camp outs a year, an over night and a day camp one in June and September. The public is invited to all of our gatherings. You do not have to be Cherokee to join our gatherings. We have monthly meetings. After the meeting, we have a pot luck for lunch (meaning everyone brings a dish to share) and then we have a craft class, speaker, etc.

Historically, we have camped at Hammond Grove or what is now the Sycamore Ranch day camp. We have an excellent reputation for leaving the grounds cleaner than how we found it.

Our first choice would be Hammond Grove camp site. If at Sycamore Ranch we do not want to camp in tents on cement slabs as currently designated at the over night area.

We provide breakfast for the group for Saturday and Sunday mornings. For breakfast we ask for a \$1.00 donation per plate. There is no place you can go to get breakfast like that for \$1.00.

Cherokees of California provide the following:

- Paper Plates
- Paper Cups
- Eating Utensils

5/28/2014

Napkins

We also provide craft classes for the group. (Supplies are at the Cherokees of California's expense).
We provide Native American Games.

We have a pot luck on Saturday evening. Everyone is asked to bring a dish to share. Cherokees of California will provide the following:

Paper Plates
Paper Cups
Eating Utensils
Napkins

After the pot luck we have drumming from the Cherokees Thunder Drum group.

We run on a very thin budget of a few \$100 a year in donations and create programs that reach scores, sometimes hundreds of people each year. We do not allow drugs and alcohol at any of our gatherings. We appreciate your consideration in this matter.

Sincerely,

Marilyn Lowe
Secretary
Cherokees of California

FRANCES E. HOFMAN
[REDACTED]
OLIVEHURST, CA 95961

RECEIVED

May 27, 2014

Clerk/Board of Supervisors

John Nicoletti, Chairman
Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Re: Request Appearance on the Board's Meeting of June 10, 2014.

Dear Mr. Nicoletti:

Request the Yuba County Board of Supervisors to restore the power on the attached easement dated May 25, 1998.

The easement was accepted May 26, 1998 by the County of Yuba . The easement makes the County liable for the improvements which were power for the existing pump located on the west side of Forty Mile Road and the pipeline located on the North side of Plumas Arboga Road. Power was severed during the construction of Forty Mile Road and has not been restored to date.

The attached plan sheet shows the power pole to be removed. The County is responsible for the reinstallation of the power to the pump by the terms of the easement on page 1 of the Grant Deed. The Permit issued by Yuba County Public Works does not cover the reconstruction to restore the power.

The value of the water to be pumped is approximately \$1,450.00 per day, I am requesting payment of this amount starting May 19, 2014, until the power is restored and the pump is fully operational. The Public Works Department was contacted again the first part of March, 2014, to restore the power nothing has happened to date.

I met with Mr. Kevin Mallen on or about May 21, 2014, regarding the matter of the power to the existing pump. He indicated he did not interpret the Deed to state the County was responsible for the replacement of the power. Mr. Mallen could not give me the meaning of the words "improvement" as stated in the Deed.

Sincerely,



Frances E. Hofman
Attachments Grant Deed, Permit, Construction Plan Sheets (2) and (2) Drawing Sheets by
Public Works

98007252 47

Road Plumas-Arboga Road
 Map No. 25
 A.P. No. 014-410-015, 014-400-10

After Recording Return To:

County of Yuba
 Department of Public Works
 938 14th Street
 Marysville, CA 95901

OFFICIAL RECORDS
 RECORDED AT REQUEST OF
 FIDELITY NATIONAL TITLE CO.

98 JUN 26 AM 11:42

YUBA CO. RECORDER
 FRANCES J. FAIREY
 FEE *No Fee*

TX *0*RCPT *02*UNRECORDED *✓*

TY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED RIGHT OF WAY EASEMENT

For value received Hofman Ranch, a partnership, pursuant to the Order Authorizing Sale of Real Property free and clear of liens and encumbrances pursuant to Confirmed Plan of Reorganization issued out of the United States Bankruptcy Court, Case No. 96-25812-A-11 and which is recorded concurrently herewith

GRANT to the COUNTY OF YUBA

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

The undersigned, hereby warranting they constitute all of the owners thereof, hereby grant a right of way easement for ingress and egress situate in the County of Yuba and hereinafter described.

The undersigned further irrevocably offers to dedicate to the County of Yuba forever a right of way easement for public road purposes, in, over, through and across those portions of the undersigned's real property herein described, such dedication to be accepted only when the Board of Supervisors or its successor agencies and assigns, adopts and records in the office of the Recorder of the County of Yuba a resolution accepting such offered right of way for any and all of the purposes set forth herein. Until such resolution is recorded the County of Yuba shall not be responsible for and shall incur no liability with respect to such offered right of way and easement of any improvement hereon.

If any change in alignment, length or width of roadway approved by the County of Yuba results in vacation of any part of the real property dedicated herein, such vacation shall terminate the dedication as to the part vacated.

98007252 2/7

The undersigned shall not erect or construct any building, swimming pool or other structure or dig or operate any well within said strip(s) or parcel(s) of the undersigned's real property.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of respective parties hereto.

Said aforementioned strips(s) or parcel(s) is (are) described as follows:

(LEGAL DESCRIPTION)
(EXHIBIT "A" ATTACHED)
(EXHIBIT "B" ATTACHED)

Dated this 26th day of June, 19 98

GRANTOR(S)

Francesca Hoffman
(Print Name)
6/25/98

Emma G. Hoffman
(Print Name)
6-25-98



Fidelity National Title

COMPANY OF CALIFORNIA

98007252

3/1

STATE OF CALIFORNIA

County of Yuba

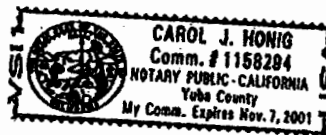
On June 26, 1998 before me Carol J. Honig personally appeared
Frances E. Hofman and Emma A. Hofman

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol J. Honig
Notary Public in and for said County and State

(Seal)



120 Fifth Street • Marysville, California 95901

Certificate of Acceptance

This is to certify that the interest in real property conveyed by the individual Grand Deed dated June 26, 1998 to the County of Yuba, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the County of Yuba pursuant to authority conferred by resolution of the Yuba County Board of Supervisors adopted on May 16, 1995, and the grantee consents to recordation thereof by its duly authorized office.

Dated June 26, 1998

Jim Burcham
Jim Burcham, Director, Yuba County
Department of Public Works

EXHIBIT "A"

981083041 wp 98

Road Right-of-Way boundary for Forty Mile Road and Plumas-Arboga Road connection.

All that certain real property situate in the County of Yuba, State of California, being a portion of the West one-half of Section 27 and a portion of the Southeast one-quarter of Section 28, T14N, R4E, M.D.M, more particularly described as follows:

Commencing at the South one-quarter corner of said Section 27, thence Westerly along the South line of said Section 27, South $88^{\circ}08'30''$ West 2630.40 feet to the Section corner common to Sections 27, 28, 33, and 34; thence Westerly along the South line of said Section 28, South $88^{\circ}13'46''$ West 499.58 feet; thence leaving said Section line, North $01^{\circ}46'14''$ West 30.00 feet to the true point of beginning of the herein described strip or parcel of land; thence from said true point of beginning, North $01^{\circ}46'14''$ West 12.00 feet; thence North $86^{\circ}52'39''$ East 1011.45 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 2135.00 feet, through a central angle of $88^{\circ}22'44''$ the chord of which bears North $43^{\circ}32'16''$ East 2976.33 feet; thence on the arc of said curve a distance of 3293.25 feet to the end of said curve; thence North $00^{\circ}39'06''$ West 127.95 feet; thence North $88^{\circ}08'30''$ East 15.00 feet to a point on the westerly right of way line of that certain County Road known as Forty Mile Road as described in deed from Elizabeth W. Burdick to the County of Yuba in Book 30 Deeds at Page 73, Yuba County Records; thence Southerly along the westerly line of said existing right of way, South $00^{\circ}39'06''$ East 1464.40 feet; thence leaving said right of way line, North $15^{\circ}34'36''$ West 198.34 feet; thence North $62^{\circ}02'58''$ West 141.67 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 2249.00 through a central angle of $33^{\circ}44'43''$, the chord of which bears South $44^{\circ}49'23''$ West 1305.52 feet; thence on the arc of said curve a distance of 1324.58 feet; thence South $27^{\circ}17'06''$ East 84.69 feet to the beginning of a curve to the left having a radius of 140.00 feet through a central angle of $64^{\circ}34'24''$, the chord of which bears South $59^{\circ}34'18''$ East 149.56 feet; thence on the arc of said curve a distance of 157.78 feet to a point on the Northerly right of way line of that certain county road known as Plumas-Arboga Road described in deed to the County of Yuba in Book 25 Deeds at Page 312, Yuba County Records; thence Westerly along said Right of Way line, South $88^{\circ}08'30''$ West 165.69 feet to a point on a non-tangent curve concave to the Northeast having a radius of 220.00 feet through a central angle of $17^{\circ}33'33''$, the chord of which bears North $36^{\circ}03'52''$ West 67.16 feet; thence on the arc of said curve a distance of 67.42 feet to the end of said curve; thence North $27^{\circ}17'06''$ West 82.61 feet to a point on a non-tangent curve concave to the Northwest having a radius of 2240.00 feet, through a central angle of $10^{\circ}02'42''$, the chord of which bears

X
EA H.

98007252

6/7

South 68°45'38" West 392.21 feet; thence on the arc of said curve a distance of 392.71 feet to a point on the Northerly right of way line of said Plumas-Arboga Road; thence Westerly along the Northerly right of way line of said Plumas-Arboga Road, South 88°08'30" West 1051.73 feet; thence South 88°13'46" West 499.55 feet to the place of beginning.

SUBJECT TO easements, right-of-way and rights of record.



Donald L. Solheim

E. A. J.

EXHIBIT "B"

98108.505 wp 98

Additional Road Right-of-Way Plumas-Arboga Road.

All that certain real property situate in the County of Yuba, State of California, being a portion of Section 28, T14N, R4E, M.D.M., more particularly described as follows:

Commencing at the South one-quarter corner of Section 27, T14N, R4E, M.D.M., thence Westerly along the South line of said Section 27, South $88^{\circ}08'30''$ West 2630.40 feet to the Section corner common to Sections 27, 28, 33, and 34; thence Westerly along the South line of said Section 28, South $88^{\circ}13'46''$ West 499.55 feet; thence leaving said Section line North $01^{\circ}46'14''$ West 30.00 feet to the true point of beginning of the herein described strip of land; said strip of land having parallel sides and a uniform width of twelve (12.00) feet lying 12.00 feet Northerly of and adjacent to the following described reference line; said reference line also being on the northerly right-of-way line of that certain County Road known as Plumas-Arboga Road as described in Deed to Yuba County in Book 25 Deeds at Page 312, Yuba County Records; thence from said true Point of beginning along said reference line on the existing Northerly right-of-way line of said County Road South $88^{\circ}13'46''$ West 2142.54 feet; thence South $88^{\circ}49'41''$ West 2009.84 feet, more or less, to the Easterly line of that certain parcel of land described in Deed to the Sacramento - San Joaquin Drainage District being the Westerly 630 feet of said Section 28 and there terminating.

*Donald L. Solheim**E. H. 24.*

file: permit.dwa

Permit No. 6264

- Plumas-Arbutus Road and Forty Mile Road LOCATED N S E W OF
(Address) (Distance) (Intersecting Road or Landmark)

APN: 014 410

- Owner: Yuba County Motorplex LLC - Norm Richards Applicant: Baldwin Construction

Address 2793 Forty Mile Road Address: 830 Yukon Street
Marysville, CA Phone: 741-3100 Marysville, CA 95901 Phone: 742-5141

1. Applicant shall notify Underground Service Alert at least 48 hrs. prior to excavation by calling (800) 642-2444.
2. Before starting work, the permittee shall notify Yuba County D.P.W. inspection, Phone (916) 741-6421, one working day in advance of the date work is to begin. See notice, Provisions for delay.
3. Attention is directed to the General provisions and to any specific conditions attached hereto and made a part hereof.

Signature:

Date: _____

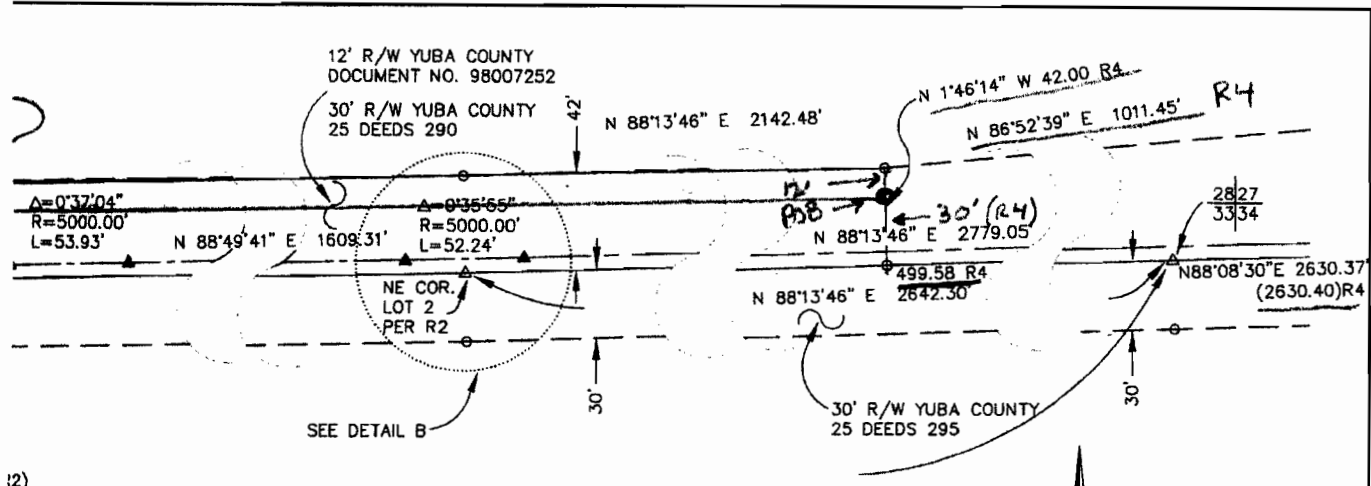
APN: 014 410

DATE: 4-11-00

NO: 6267

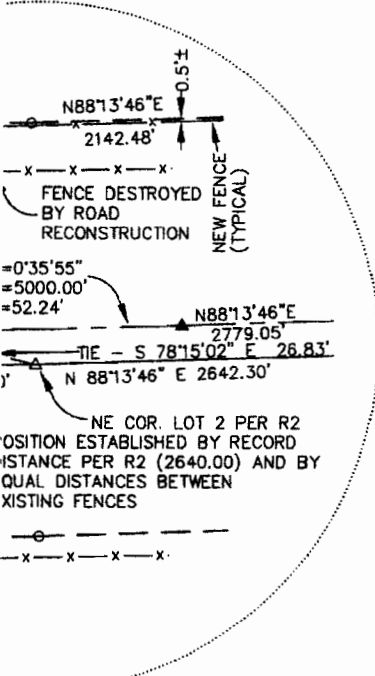
**ADDITIONAL CONDITIONS OF
ENCROACHMENT PERMIT # 6264**

- 1) The Erosion Control Plan that was written in the form of a letter by Mike Smith of MHM on October 6, 1998 shall be in place prior to disturbance of soil in the areas requiring erosion control measures.
- 2) Prior to closing Plumas Arboga Road detour signing shall be in place so as to properly notify traffic. Plumas Arboga Road shall remain open to local property owners and to emergency vehicles at all times.
- 3) Prior to start of work on the Kimball Creek Crossing Public Works shall be provided with a construction schedule.
- 4) Provide Public Works with a copy of the bonds and the insurance documents. Yuba County shall be named as additionally insured and the County shall have the final authority to release the bonds.
- 5) Permits to enter or temporary construction easements from adjoining property owners are required prior to work performed outside of the County right of way along Plumas Arboga Road and/or Forty Mile Road (except the Arciero property).
- 6) Before any storm water drainage is allowed to drain on or across the triangular piece of property located on the southwest corner of Plumas Arboga Road and Plumas Arboga School Road the property or a drainage easement shall be deeded to the County of Yuba.
- 7) Before construction of improvements on Forty Mile Road through STA 115+20 to 180+50 (AP 14-28-58) the right of way in excess of 30 feet must be granted to the County of Yuba.



(2)

NOTE:
NEW FENCE IS LOCATED 0.5'±
SOUTHERLY FROM NORTHERLY R/W
LINE OF PLUMAS ARBOGA ROAD



DETAIL B
1" = 20'

LEGEND

- ▲ BRASS MONUMENT STAMPED "LS 3341" IN STANDARD COUNTY MONUMENT WELL
- FOUND CORNER AS NOTED
- △ FOUND CORNER AS NOTED -- REPLACED WITH BRASS MONUMENT STAMPED "LS 3341" IN STANDARD COUNTY MONUMENT WELL
- △ FOUND CAL-TRANS CONTROL MONUMENT AS NOTED
- DIMENSION POINT -- NOTHING FOUND OR SET
- R2 "PLAT OF HARDING TRACT" FILED IN BOOK 1 OF MAPS AT PAGE 30, YUBA COUNTY RECORDS
- R4 DOCUMENT NO. 980007252 YUBA COUNTY RECORDS

RECORD OF SURVEY NO. 2000-15

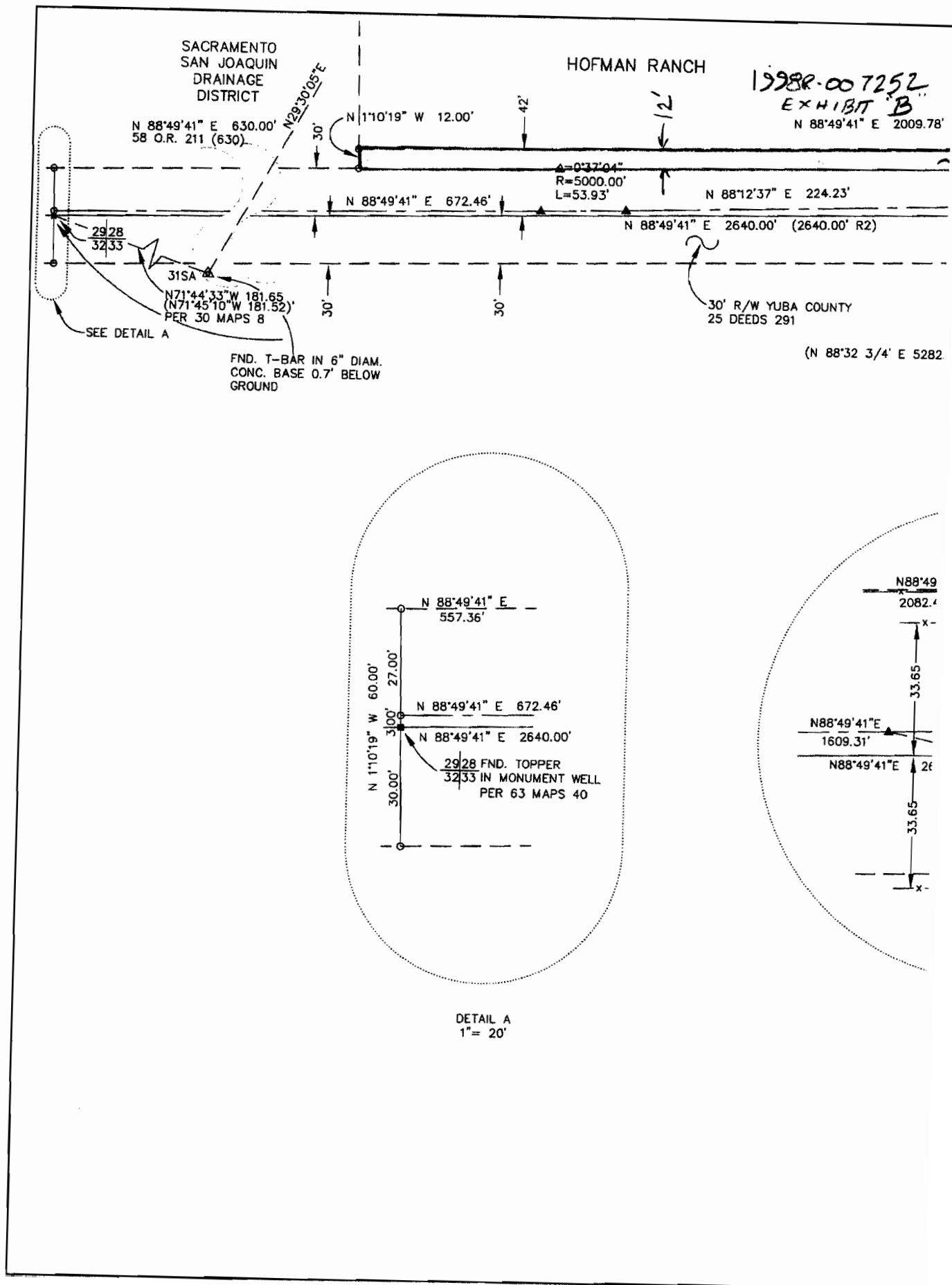
FOR YUBA COUNTY MOTORPLEX LLC
SITUATE IN SECTIONS 15,22,27,28,33 AND 34, T.14N.,R.4E., M.D.M.
YUBA COUNTY CALIFORNIA
NOVEMBER, 2000
SCALE: AS SHOWN

M.H.M.
ENGINEERING-SURVEYING
523 "J" STREET
MARYSVILLE, CALIF. 95901-1074
Ph: (530)742-6486/Fax:(530)742-6639
ENGINEERS & SURVEYORS SINCE 1892

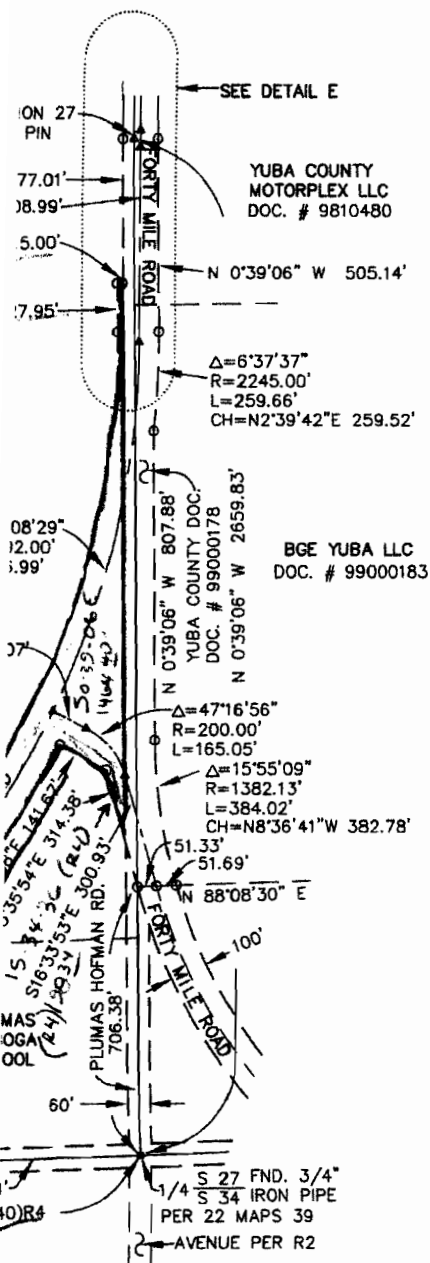
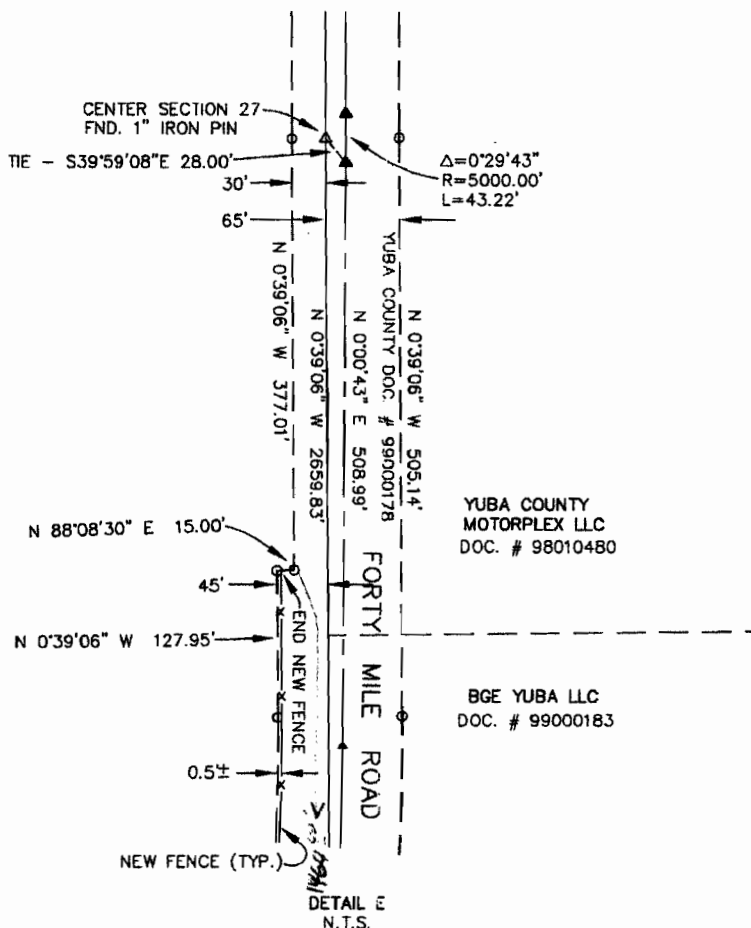
JOB NO. 00694RM2

SHEET 2 OF 5

72 35



IS LOCATED 0.5' ±
FROM NORTHERLY R/W
UMAS ARBOGA ROAD



LEGEND

- ▲ BRASS MONUMENT STAMPED "LS 3341" IN STANDARD COUNTY MONUMENT WELL
- FOUND CORNER AS NOTED
- △ FOUND CORNER AS NOTED - REPLACED WITH BRASS MONUMENT STAMPED "LS 3341" IN STANDARD COUNTY MONUMENT WELL
- △ FOUND CAL-TRANS CONTROL MONUMENT AS NOTED
- DIMENSION POINT - NOTHING FOUND OR SET
- R2 "PLAT OF HARDING TRACT" FILED IN BOOK 1 OF MAPS AT PAGE 30, YUBA COUNTY RECORDS
- R4 DOCUMENT NO. 980007252 YUBA COUNTY RECORDS

RECORD OF SURVEY NO. 2000-15

FOR YUBA COUNTY MOTORPLEX LLC

SITUATE IN SECTIONS 15, 22, 27, 28, 33, AND 34, T.14N., R.4E., M.D.M.

YUBA COUNTY
CALIFORNIA

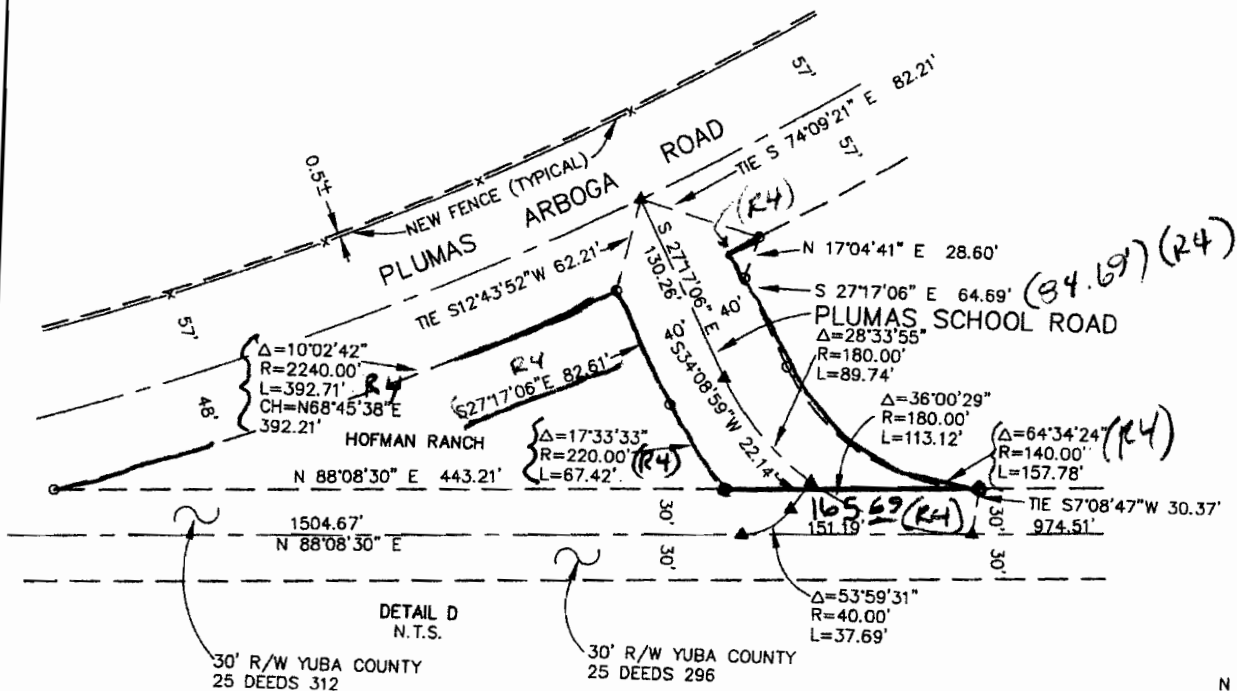
NOVEMBER, 2000
SCALE: AS SHOWN

M.H.M.

ENGINEERS & SURVEYORS SINCE 1892

ENGINEERING-SURVEYING
523 "J" STREET
MARYSVILLE, CALIF. 95901-1874
Ph: (530)742-6486/Fax (530)742-6639

NO
NEW
SOL
LINE

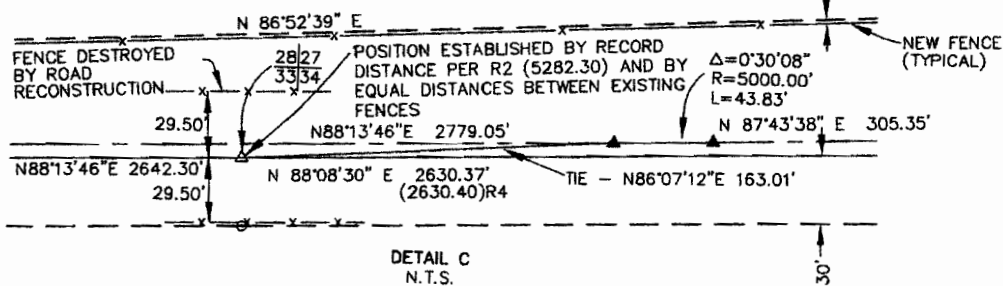


CENTER
FND. 1'

N 0°39'06"
N 0°00'43"

N 88°08'30"

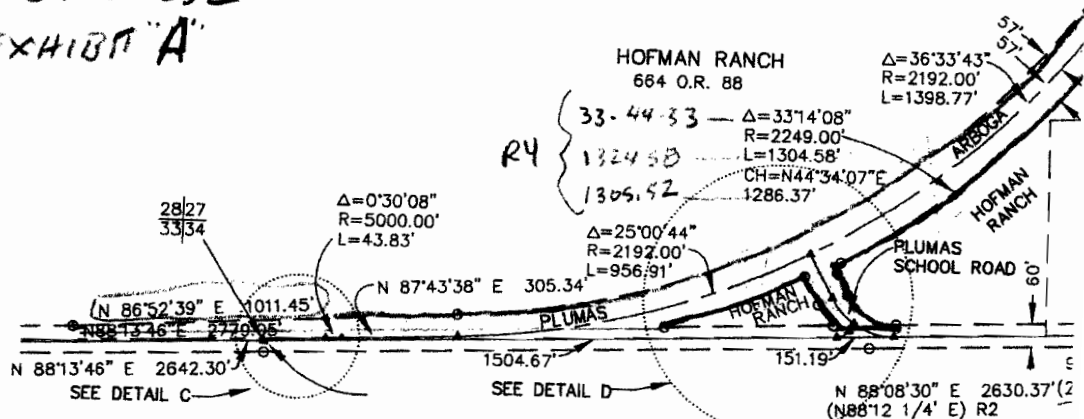
N 0°39'06"

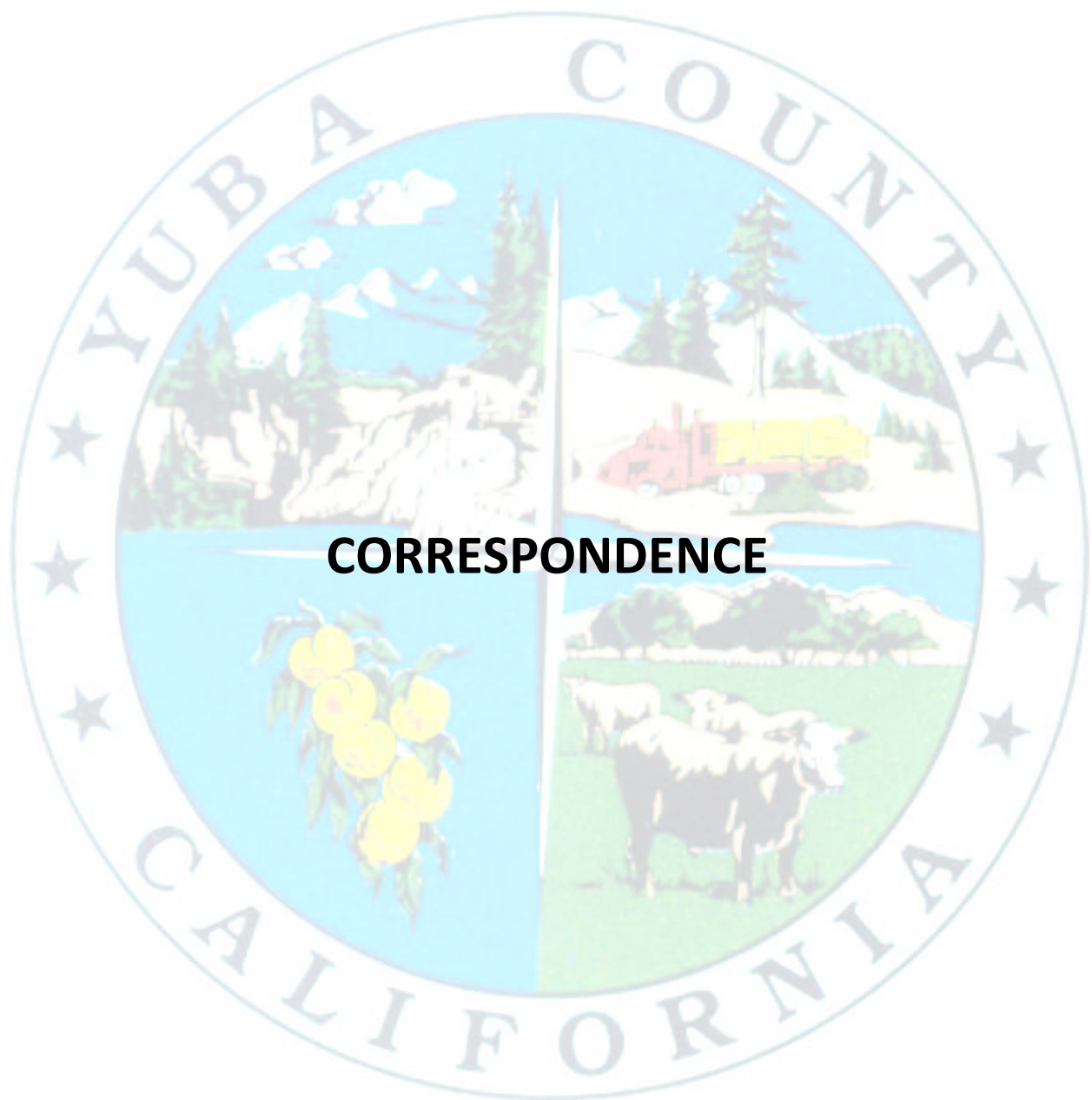


S 63°50'49" E

(NON-TANGENT)
Δ=88°22'44"
R=2135.00'
L=3293.25'
CH=N43°32'16" E 2976.33'

1998R-007252
EXHIBIT "A"







EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

A

State Water Resources Control Board

RECEIVED BY EACH
BOARD MEMBER

**NOTICE OF PETITION FOR TEMPORARY CHANGE
INVOLVING THE TRANSFER OF WATER
UNDER PLUMAS MUTUAL WATER COMPANY
LICENSE 7296 (APPLICATION 480)**

On May 2, 2013, Plumas Mutual Water Company (PMWC) filed a Petition for Change with the State Water Resources Control Board involving the temporary transfer of water pursuant to Water Code § 1725-1732. The proposed project would allow PMWC to transfer up to a total of 5,000 acre-feet (af) of water from May through October 2014 to the following State Water Contractor Agencies: County of Kings, Dudley Ridge Water District, Kern County Water Agency, Napa County Flood Control & Water Conservation District, and Oak Flat Water District. The transfer water would be made available at proposed additional points of diversion by groundwater substitution for surface water under PMWC's License 7296. The proposed transfer would include the following changes: (1) add the State Water Project's Harvey O. Banks Pumping Plant and Barker Slough Pumping Plant as points of diversion, (2) add San Luis Reservoir as a point of diversion, (3) add a portion of the service area of the State Water Project as an additional place of use, and (4) add municipal, industrial, and domestic purposes of use to PMWC's License 7296.

PMWC's petition, License 7296, and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_to_notices/index.shtml

Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding the petition. **Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on May 27, 2014.**

Send comments to both:

Emily Hyland
Permitting Section
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812
Emily.Hyland@waterboards.ca.gov

Plumas Mutual Water Company
c/o Darren Cordova
MBK Engineering
1771 Tribute Road, Suite A
Sacramento, CA 95815
cordova@mbkengineers.com

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov

Should you have any other questions regarding this matter, please contact Emily Hyland at (916) 341-5803 or by email at emily.hyland@waterboards.ca.gov.

Date of Notice: **May 9, 2014**



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

RECEIVED BY EACH
BOARD MEMBER

RECEIVED

MAY 13 2014

Clerk/Board of Supervisors

NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING THE TRANSFER OF UP TO 7,500 ACRE-FEET OF WATER FROM GARDEN HIGHWAY MUTUAL WATER COMPANY TO SAN LUIS & DELTA-MENDOTA WATER AUTHORITY UNDER LICENSE 2033 (APPLICATION 1699)

On May 2, 2014, Garden Highway Mutual Water Company (GHMWC) filed a petition for temporary change to transfer up to 7,500 acre feet of water pursuant to Water Code section 1725 et seq., under water right License 2033 (Application 1699). The water will be transferred to San Luis & Delta-Mendota Water Authority via groundwater substitution. The proposed changes include the addition of (1) the State Water Project's Harvey O. Banks Pumping Plant and the Central Valley Project's (CVP) CW "Bill" Jones Pumping Plant as points of diversion; (2) San Luis Reservoir as a point of rediversion; (3) the service area of the CVP to the place of use; and (4) municipal, industrial, and domestic uses as additional purposes of use. Temporary changes under Water Code section 1725 may be effective for a period of up to one year.

GHMWC's petition, License 2033, and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/index.shtml.

Pursuant to California Water Code section 1726(f), any interested person may file a comment regarding the petition. Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on **May 27, 2014**.

Send comments to both:

Jane Ling
Permitting Section
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812
jane.ling@waterboards.ca.gov

Garden Highway Mutual Water Company
c/o Darren Cordova
MBK Engineering
1771 Tribute Road, Suite A
Sacramento, CA 95815
cordova@mbkengineers.com

For more information regarding this project, including procedures for filing objections, please contact Jane Ling at (916) 341-5335 or jane.ling@waterboards.ca.gov.

DATE OF NOTICE: **May 9, 2014**

EVILIA MARGIER, CHAIR | THOMAS HOWARD, EXECUTIVE OFFICER

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

RECEIVED BY DIVISION
BOARD MEMBERS

RECEIVED

MAY 20 2014

**NOTICE OF PETITION FOR TEMPORARY CHANGE
TO MODIFY THE DEPARTMENT OF WATER RESOURCES
PERMIT 16479 (APPLICATION 14443)
FOR TRANSFER OF WATER TO WESTLANDS WATER DISTRICT**

Clerk/Board of Supervisors

On May 8, 2014, the Department of Water Resources (DWR) filed a petition for temporary change to transfer water pursuant to California Water Code section 1725 et seq. The requested temporary change involves the transfer of up to 15,225 acre-feet (af) of water from Biggs-West Gridley Water District (Biggs) to Westlands Water District (Westlands). In order to facilitate the transfer, DWR has petitioned the State Water Resources Control Board to modify the authorized place of use of DWR's Permit 16479 to include the service area of Westlands.

Biggs diverts water at Thermalito Afterbay on the Feather River under pre-1914 water rights and a water right settlement agreement with DWR. A water user within Westlands executed a water purchase agreement with Biggs for the transfer of 15,225 af of water made available through idling land that would have been planted to rice. Due to the critically dry hydrologic conditions in 2014 and the agreement of DWR to store transfer water made available in May and June until it can be exported at Banks Pumping Plant, a portion of the transfer water will rely on water available under Permit 16479. Westlands is not within the authorized place of use of DWR's State Water Project. Temporary changes involving the transfer/exchange of water may be in effect for one year from the date of approval.

Any correspondence directed to the petitioner should be mailed to the Department of Water Resources, c/o Nancy Quan, P.O. Box 942836, Sacramento, CA 94236-0001 or via email at nancy.quan@water.ca.gov;

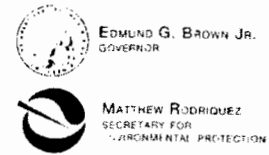
Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding the petition. **Comments must be received by the Division of Water Rights by 4:30 p.m. on June 3, 2014. A copy must also be provided to the petitioner at the address above.** To obtain detailed information regarding the proposed transfer, you may view the petition by visiting the Division's website at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/petitions/transferp etitions.shtml

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at patricia.fernandez@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: May 19, 2014

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE OFFICER

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov



State Water Resources Control Board

NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING THE TRANSFER OF WATER UNDER SOUTH SUTTER WATER DISTRICT LICENSE 11118 (APPLICATION 14804)

On May 23, 2014, South Sutter Water District (District) filed a Petition for Change with the State Water Resources Control Board involving the temporary transfers of water pursuant to Water Code SECTION 1725-1732. The proposed project would allow the District to transfer up to 10,000 acre-feet (af) of water from July 1 through September 30, 2014 to the following State Water Contractor Agencies: County of Kings, Dudley Ridge Water District, Kern County Water Agency, Oak Flat Water District, and Napa County Flood Control & Water Conservation District. The proposed transfer would include the following changes: (1) add the State Water Project's Harvey O. Banks Pumping Plant, Barker Slough Pumping Plant, and San Luis Reservoir as points of rediversion, (2) add a portion of the service area of the State Water Project as an additional place of use, and (3) add municipal and industrial purposes of use to the District's License 11118.

The District's petition, License 11118, and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/index.shtml

Pursuant to California Water Code section 1726(f), any interested person may file a comment regarding the petition. **Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on June 16, 2014.**

Send comments to both:

Division of Water Rights
Attn: Justine Herrig
P.O. Box 2000
Sacramento, CA 95812
Justine.Herrig@waterboards.ca.gov

South Sutter Water District
c/o Sara Harper
MBK Engineering
1771 Tribute Road, Suite A
Sacramento, CA 95815
Harper@mbkengineers.com

For more information regarding this matter please contact Justine Herrig at (916) 341-5759 or by email at Justine.Herrig@waterboards.ca.gov.

Date of Notice: **May 30, 2014**

FELICIA MARINO, CHIEF OF THE DIVISION OF WATER RIGHTS

1001 I Street, Sacramento, CA 95814 | Telephone: (916) 341-5759 | P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

RECEIVED

MAY 30 2014

Clerk/Board of Supervisors

NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING A PROPOSED TRANSFER OF WATER UNDER PLACER COUNTY WATER AGENCY PERMIT 13856 (APPLICATION 18085)

On May 23, 2014, Placer County Water Agency (PCWA) submitted a Petition for Change involving the transfer of water pursuant to Water Code §1725-1732. The proposed project would allow PCWA to transfer 35,000 acre-feet (af) of water to Westlands Water District. The transfer would involve surplus water currently stored in PCWA's Middle Fork Project reservoirs under Permit 13856. The proposed transfer would begin around mid-June, and be completed by September 30, 2014. Temporary changes involving the transfer of water may be in effect for one year from the date of approval. The proposed transfer would include the following temporary changes to PCWA's permit: (1) add the Central Valley Project's (CVP) Bill Jones Pumping Plant and/or State Water Project's Harvey O. Banks Pumping Plant as points of diversion; (2) add San Luis Reservoir as a point of diversion and storage; and (3) add the Westlands CVP service areas as a place of use for irrigation, municipal, and industrial purposes of use.

PCWA's petition, Permit 13856, and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_to_notices/

Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding the petition. **Comments must be received by the Division of Water Rights by 4:30 p.m. on June 13, 2014.**

Send comments to both:

Greg Brown
Permitting Section
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812
greg.brown@waterboards.ca.gov

Placer County Water Agency
c/o Andrew Fecko
P.O. Box 6570
Auburn, CA 95604
afecko@pcwa.net

Should you have any other questions regarding this matter, please contact Greg Brown at (916) 323-1847 or by email at greg.brown@waterboards.ca.gov

Date of Notice: May 30, 2014

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE OFFICER

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov



Yuba County, California

May 14, 2014

RECEIVED

MAY 16 2014

Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Clerk/Board of Supervisors

Refer:

- To email from Suzanne Armstrong dated April 23, 2014 to Reclamation District 784 requesting support to close the Shad Pad County Park Gate from dusk to dawn.
- To email from Jerrad Fisher dated April 29, 2014 to Reclamation District 784 requesting support to close the Shad Pad County Park Gate from dusk to dawn.

Subject: Closure of the Shad Pad County Park Gate from dusk to dawn.

Dear Chairman Nicoletti and Supervisors,

At the May 6th, 2014 Reclamation District 784 Board Meeting the Trustees were asked to support a request from Dale Armstrong of E Street MX and Jerrad Fisher of MMX Racing to close the Shad Pad County Park Gate from dusk to dawn. The request letters explained:

1. The old gate is no longer functional and would have to be rebuilt.
2. The existing signage states the Shad Pad Park is closed from dusk till dawn daily which is consistent with current Yuba County ordinances.
3. They believe that the vandalism, the garbage dumping, the illegal drug and sex for hire that begins at night fall would be greatly reduced if the Shad Pad County Park was closed at dusk.

Mr. Dale Armstrong of E Street MX and Mr. Jerrad Fisher of MMX Racing agreed to work together to provide the following:

1. They would reconstruct the Shad Pad County Park gate at their expense.
2. They would close the gate at dusk and open the gate at daylight.

In addition to supporting their request to the Yuba County Board of Supervisors for permission to close the Shad Pad County Park gate, Mr. Armstrong and Mr. Fisher asked the RD784 Board to provide lock(s) to secure the Shad Pad County Park gate.

Law enforcement, fire and emergency medical providers possess keys to the RD784 levee locks so that emergency services would not be impeded by the gate closure.

The proposal would be revenue neutral for Yuba County with one exception: Person(s) trapped waterside of the Shad Pad County Park gate after hours would need to call the Yuba County Sheriff's Office to open the gate. However, Yuba County Ordinance 8.76.120.Enforcement advises that "the provisions of this Chapter may be enforced by any duly appointed peace officer recognized by the State of California. Any such person authorized to enforce the provisions of this Chapter may issue an arrest, citation or a notice to appear before a magistrate as appropriate per applicable statute."


The Reclamation District 784 Board voted to support the request to the Yuba County Board of Supervisors to close the Shad Pad County Park gate from dusk to dawn. The closure is consistent with current Yuba County Ordinances and historical practices. There is anecdotal evidence that levee damage is occurring during the hours of darkness within the Shad Pad County Park area.

The Reclamation District 784 Board also voted to provide RD784 levee locks for the Shad Pad County Park gate if the Yuba County Board of Supervisors decided to honor the request to close the Shad Pad County Park gate during the hours of darkness.

The Reclamation District 784 Board of Trustees directed staff to send a letter of support to the Yuba County Board of Supervisors as well as copies to Mr. Armstrong and Mr. Fisher.

If I can be of any additional assistance please feel free to contact me.

Respectfully submitted,


Steve Fordice, General Manager
Reclamation District 784
1594 Broadway Street
Arboga, CA 95961
Cell: 530-682-0303

Cc: Mr. Dale Armstrong, E Street MX
Mr. Jerrad Fisher, MMX Racing

Steve Fordice

From: Suzanne Armstrong <scottsdaleplumbing@yahoo.com>
Sent: Wednesday, April 23, 2014 12:22 PM
To: Steve Fordice

We are asking for your board to request and support the the closing of the shad pad gate (existing) from dusk to dawn as the signage states (existing).

This is a county road leading to a county park.

Yuba County Ordinances outline the closing times.

We also would like permission to use RD784 Locks on any gates installed in the river bottoms.

This we feel would help stop the vandalism, illegal dumping, illegal living on our property that is very unsanitary and hurts our business as well as stop the drug use and sex for hire that starts after dark each day.

We also would ask the board to support the installation of a gate at the base of unit #1 levee to further reduce the above problems.

E Street MX Park. Manager Dale Armstrong.

Dear RD784,

Hello, Due to heavy traffic of drugs, vandalism, and theft MMX racing is requesting the support of RD784 to support us on a request to the Yuba County Board of Supervisors for closure of the Shad Pad Road river access gate from dusk to dawn. The Shad Pad Road is a county Road leading to a County park. Yuba County Ordinances outline those closing times.

Also I am requesting that we use RD784 locks on these gates to better control the vandalism.

Thank you,

Jerrad Fisher, Owner
MMX Racing Inc.
Po Box 4715
Chico, Ca 95927



Reclamation District 2103

P.O. Box 208
Wheatland, CA 95692
(530) 870-4503

May 16, 2014

Terry A. Hansen, Registrar of Voters
Yuba County, California
915 8th Street, Suite 107
Marysville, CA 95901

Re: Appointment to Fill Vacancy on Reclamation District No. 2103 Board of Trustees

Dear Mrs. Hansen:

On May 12, 2014, I notified you that there was a vacancy on the Reclamation District No. 2103 (RD 2103) Board of Trustees. This letter is to notify the County elections official that the remaining members of the Board of Trustees filled that vacancy, after publishing notice of the vacancy within RD 2103 for three consecutive days pursuant to Government Code section 1780(d)(1). Wayne Bishop, who qualifies for the position of Trustee, has agreed to serve on the RD 2103 Board and was appointed by a vote of 2-0 on May 15, 2014.

Mr. Bishop's appointment will last until the coming 2014 fall election—i.e., the next general District election scheduled at least 130 days after the date of his appointment.

Very truly yours,

A handwritten signature in black ink, appearing to read "T. Engler", with a stylized flourish at the end.

Tom Engler, E.I.T., CFM
MBK Engineers

cc: Board of Trustees, Reclamation District 2103

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COUNTY
DEPARTMENTS

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County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Status of and landowner request regarding Community Facilities District 2005-1
DATE: June 10, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors receive a report and provide direction to staff regarding CFD 2005-1 related to a request by Woodside Homes to levy a special tax and issue Community Facilities District bonds.

BACKGROUND

In May 2005 three builder / property owners approached County staff requesting the County consider forming a Community Facilities District. (CFD) The location of the CFD would be within the community of Linda, one mile east of State Highway 70, north of Erle Road, west of Griffith Avenue and south of Linda Avenue. In September 2005 those three property owners, Dunmore, JMC and Woodside Homes petitioned the County to undertake proceedings to form that Community Facilities District (CFD 2005-1). Once formed the CFD could levy special taxes and be authorized to issue bonds, from which the proceeds would be used to reimburse the builders for infrastructure constructed related to the development.

On October 5, 2005 the Board of Supervisors adopted a Resolution of Intention to establish a CFD and authorize the levy of a special tax. Following provision of a Public Hearing Notice and that Public Hearing being held, a landowner election and other required legal proceedings, the CFD was formed. On November 8, 2005, the Board of Supervisors approved the Resolution of Formation approving a Resolution of Formation and authorizing the levy of a special tax. Bond authorization for the CFD was established at an amount not to exceed \$25,000,000. The maximum Special Tax per residential unit was established @ \$1,550 annually.

Construction of infrastructure within the CFD was initiated in late 2006 to early 2007. JMC and Woodside infrastructure improvements have been completed and accepted by the County. Documentation has been provided to the County that the required infrastructure is complete and accepted by the County and Linda County Water District. Woodside has completed in excess of \$10 Million infrastructure as approved by the Acquisition Agreement. Also, Woodside has provided the County with approximately \$4 Million of cost-verification documentation. JMC has constructed approximately \$6 Million of potentially reimbursable infrastructure. Dunmore built no infrastructure and subsequent to CFD formation declared bankruptcy.

Home closings within CFD 2005-1 started approximately in September 2007 but due to the economic disruption of the recession, the special tax has never been levied. Therefore, some property owners have resided in their homes for over six years without being assessed the special tax. However, homeowners were advised of and signed at home closing, acknowledgements of the special tax in their purchase disclosure documents. As of this date, out of 301 homes planned JMC has built and closed 90 units. There are 7 model homes and 16 homes under construction of which 11 are sold but not yet closed. The remaining units are either finished or paper lots. Woodside currently has 207 lots approved. A tentative map is being processed for 24 lots that would bring the total to 231 lots. Woodside has constructed, sold and closed 159 units, there are 3 models and 17 homes are under construction. The remaining lots are finished or part of the 24 going through the tentative map process.

Assessed values within the Woodside project area average approximately \$177,000. In the current market and based on recent actual sales, prices are higher than the assessed value. Based on various assumptions, the actual average values in the area could range from approximately \$215,000 to \$260,000. The current overall tax rate for this area is approximately 1.14 %. Various annual fixed parcel charges add to the tax rate resulting in an approximate 1.31% overlapping total tax rate prior to the potential levy of the CFD Special Tax. A summary of the area's total property tax breakdown is attached

Acquisition Agreements govern the conditions the County would acquire the completed infrastructure from the builders / property owners. Those agreements specify bidding procedures, procedures for acquisition and payment, insurance requirements, conditions of termination and other requirements to be met for the County to acquire the infrastructure and reimburse the property owners. The Acquisition Agreement denotes the process and conditions for bonds to be issued, Section 3.01 states "that nothing herein shall be construed as requiring the County to issue the Bonds or any portion thereof". The Acquisition Agreement originally specified if the County did not issue bonds for the CFD by December 31, 2013 the Acquisition Agreement would terminate. Per builder request and to allow time for the County's financial advisor to study the feasibility of issuing bonds, the Board approved a one year extension of the Acquisition Agreement in December 2013. The Acquisition Agreement currently terminates at the end of calendar year 2014.

Woodside has requested that the County levy the special tax, issue CFD bonds and partially reimburse Woodside for infrastructure completed that allowed development to occur.

Statutory and Policy Issues

As required by State law prior to initiating proceedings to form a CFD, the County, on April 20, 2004, adopted a resolution approving policies for land secured financings. Those policies provide guidance on matters such as public facilities eligible for CFD financing, priorities for acquiring those facilities, value to lien ratios if bonds are issued, limitations on annual amount of any assessment or special tax and other conditions and terms for bond issuance. These policies need to be considered when evaluating the status of CFD 2005-1 as they could impact both the amount of a potential levy of the Special Tax and the amount of bonds that could be issued.

The most critical County policy as it related to CFD No. 2005-1 is the limitation on the annual amount of special tax. The policy states in part; “the maximum annual special tax submitted to the qualified electors of the CFDdoes not exceed eight-tenths of one percent (0.8%). Furthermore the total direct and overlapping debt in aggregate should not exceed one and eight-tenths percent (1.8%) of the ...value of the property.”

Should the Board levy the special tax and issue bonds, the special tax is paid by existing and future homeowners in the CFD 2005-1. Those tax proceeds are then primarily used to pay debt service on any bonds issued.

Woodside Request

Woodside has requested that the County levy the special tax beginning in Fiscal Year 2014/15. It is assumed that Woodside would also request that bonds be issued during calendar year 2014 to provide their reimbursement. Though the maximum authorized special tax is \$1,550 per residential unit the Woodside request provides for an annual special tax of \$1,240. This is a reduction of \$310.00 or approximately 20%. This reduction would decrease bond proceeds by \$788,000 thereby reducing Woodside’s reimbursement. With this scenario the total reimbursement to Woodside would be approximately \$ 2.8 million. This scenario would also result in a total tax rate of approximately 1.77 %, an amount less than the maximum amount in the County policies.

Board Options

Option 1: The Board can hear Woodside’s request and agree to levy the special tax at the level requested or some other amount deemed prudent. This would result in the special tax being added to the Fiscal Year 2014/15 property tax bills for all parcels with building permits issued. Granting the request would result in an increase on tax bills from an average 1.31% to 1.77%. Based on the increased tax levels bonds could then be issued and Woodside would be reimbursed approximately \$2.8 Million for the infrastructure completed.

Option 2: The Board can hear Woodside's request and decide not to levy the tax. In this case Woodside would not receive any reimbursement and it is likely the Acquisition Agreement would expire December 31, 2014 and bonds would never be issued.

Summary

Due to the extended recession and the collapse of the housing market, home construction was delayed within CFD 2005-1. Since home sales were slow and individual property owners under financial stress the special tax within the CFD has never been levied. Some property owners have lived there for several years with no levy of the approved special tax. Through Acquisition Agreements the County agreed to reimburse builders for the required public infrastructure constructed. Though the authorized special tax is \$1,550 per year Woodside has requested that the County authorize a reduced special tax levy of \$1,240. At that tax level bonds could be issued to enable a partial reimbursement of Woodside in the amount of approximately \$2.8 Million.

- CURRENT PROPERTY TAX CFD 2005-1

TAX RATE DESCRIPTION	PERCENTAGE/DOLLARS
Yuba County Base Tax Rate	1.000000%
MJUSD GO Bond Series 2006	0.028904%
MJUSD GO Bond Series 2008	0.031088%
MJUSD GO Bond Series 2009	0.059803%
YCCD GO Bond Series 2006A	0.006207%
YCCD GO Bond Series 2006B	0.011561%
YCCD GO Bond Series 2006C	0.009655%
Tax Rate Before Fixed Charges	1.147218%

- Other annual fixed charges per parcel are assumed related to TRLIA Levee and Flood Control, CSA #52 Zone B and CSA #70 Law Enforcement. Total assumed average overlapping tax rate is 1.31% prior to the levy of the CFD Special Tax.

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Memorandum

To: Robert Bendorf, Yuba County Administrator
From: DPFG
Date: April 28, 2014 – Discussion Draft
Subject: Yuba County CFD 2005-1 — Bond Issuance Proposal

At the request of Woodside Homes, we have prepared this memo to provide background information regarding the history of CFD 2005-1 and to summarize a proposal for the issuance of CFD bonds for the Project. This memorandum serves as a follow up to previous conversations with County staff and is intended to summarize the proposed deal points for consideration by the County.

A. Background:

1. Woodside Homes of Northern California (“Woodside”) has been developing the Countryside at Montrose neighborhood for the past several years.
2. The project originally included 207 lots, but has been revised to include a **total of 231 lots**; a tentative map is currently being processed to add 24 lots to bring the total to 231.
3. Of the 231 lots, 159 homes have been sold and closed, 3 lots are included in the model home complex, 17 homes are currently under construction, 28 lots are in a “finished” condition, and an additional 24 lots included in a pending tentative map.

B. Proposed Deal Point Summary:

In consideration of previous conversations with the County, and further internal discussions by Woodside, the proposed deal points are as follows:

1. The maximum annual special tax rate, as approved by the Board of Supervisors in 2005 and again in 2007, and subsequently disclosed to all homebuyers, is **\$1,550**.
 - a. Woodside proposes to reduce the special tax rate by **20% to \$1,240**; a reduction of \$310 to all homeowners.
2. If the **\$1,550** special tax would remain in place, it would generate approx. **\$3.6MM** of net bond proceeds.
 - a. The proposed reduced special tax would generate approx. **\$2.8MM** in net bond proceeds.
 - b. A reduction of more than **\$788,000, or approximately 22%**.
3. The resulting total tax rate for the homeowners would be **1.77%**, on average, which is below the County’s **1.80% policy**.
4. Woodside has completed in excess of **\$10MM in backbone infrastructure** that is eligible for funding via the CFD and has previously submitted cost-verification documentation to the County for more than \$4MM of these costs. The proposal described herein would request only \$2.8MM of these eligible costs to be reimbursed.
5. Woodside is proposing a **\$788K reduction** in the net bond proceeds to the benefit of the homeowners and to move the process forward.
6. Time is of the essence; the term of the special tax for CFD 2005-1 expires in Fiscal Year 2044/45. Any delays in the process would reduce the amount of CFD proceeds available, as the issuance of 30 years bonds is constrained by the expiration of the tax in 2044/45.

Table 1.
Yuba County CFD 2005-1
Summary of CFD Bonding Scenarios

	<u>Scenario 1</u> Full Special Tax Levy of \$1,550	<u>Scenario 2</u> Special Tax Levy at 20% Reduction	Difference	Percent Change
Total Parcels	231	231	-	-
Average "Fair Market Value"	\$266,728	\$266,728	-	-
Existing Tax Rate Before Fixed Charges	1.1473%	1.1473%	-	-
Total Fixed Charges	\$428.30	\$428.30	-	-
Total Average Tax Rate Estimate Before CFD Special Tax	1.31%	1.31%	0.00%	0.00%
Total Tax Rate With CFD Special Tax	1.89%	1.77%	-0.116%	
CFD Special Tax "Capacity"	0.581%	0.465%	-0.116%	
Estimated Special Tax Amount	\$1,850	\$1,240	(\$310)	-20.0%
Total Estimated Annual CFD Revenue	\$358,050	\$286,440	(\$71,610)	-20.0%
Priority Admin and 110% Debt Coverage	(\$43,914)	(\$37,404)	n/a	
Total Revenue Available for Bonding	\$314,136	\$249,036	n/a	
Gross Bond Amount @ 6.0%, 29 Year Term	\$4,269,340	\$3,384,584	(\$884,756)	
Reserve Fund (Annual Debt Service)	(\$314,136)	(\$249,036)	\$65,100	
Capitalized Interest (3 mos.)	(\$64,040)	(\$50,769)	\$13,271	
Cost of Issuance (Estimate)	(\$200,000)	(\$200,000)	\$0	
Underwriter Discount (2.00%)	(\$85,387)	(\$67,692)	\$17,695	
Per Parcel Net Proceeds	\$15,609	\$12,195	(\$3,414)	-21.9%



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

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



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Health and Human Services Committee

FROM: Jennifer Vasquez, Interim Health & Human Services Director
Kathy Cole, Health & Human Services Deputy Director

DATE: June 10, 2014

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the California Department of Public Health for Centers for Disease Control and Prevention Public Health Emergency Preparedness, and State General Fund Pandemic Influenza Funds

RECOMMENDATION: Health and Human Services Committee approval of the Resolution of the Board of Supervisors authorizing the Health and Human Services Department to enter into an Agreement with California Department of Public Health (CDPH) for Centers of Disease Control and Prevention Public Health Emergency Preparedness (CDC PHEP), and State General Fund Pandemic Influenza (State GF Pan Flu) funds for the period of July 1, 2014 through June 30, 2015; and further, authorizing the Chair of the Board to execute documents as required by the grant and to accept funds is recommended.

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

DISCUSSION: For the grant funding period of July 1, 2014 through June 30, 2015, CDPH will provide funds in the amount of \$203,285.00; consisting of \$140,810.00 for CDC PHEP and \$62,475.00 for State GF Pan Flu. With these funds, the public health infrastructure of the County will be better prepared to recognize, respond to and minimize illness and injury resulting from public health emergencies, including pandemic influenza.

FISCAL IMPACT: Adoption of this Resolution of the Board will not impact County funds. There is no County Match requirement for the CDC PHEP or State GF Pan Flu funds.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE YUBA)	
COUNTY HEALTH AND HUMAN SERVICES)	
DEPARTMENT TO ENTER THE 2014-15)	
PUBLIC HEALTH EMERGENCY	)	Resolution No. _____
PREPAREDNESS (PHEP), STATE GENERAL)	
FUND PANDEMIC INFLUENZA (GF PAN FLU),)	
FUNDING AGREEMENT WITH THE)	
CALIFORNIA DEPARTMENT OF PUBLIC)	
HEALTH AND FURTHER, AUTHORIZES THE)	
CHAIRMAN TO EXECUTE DOCUMENTS AS)	
REQUIRED BY THIS AGREEMENT)	
_____)	

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

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

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors authorizing the Yuba County Health and Human Services Department to enter into the 2014-15 Public Health Emergency Preparedness (PHEP), State General Fund Pandemic Influenza (GF Pan Flu), funding agreement with the California Department of Public Health;

BE IT FURTHER RESOLVED the Chairman of the Yuba County Board of Supervisors is authorized to:

- (1) accept funds totaling \$203,285.00 (\$140,810.00 PHEP funds, and \$62,475.00 State GF Pan Flu funds) for public health preparedness for the period and any subsequent funds awarded;
- (2) to execute, upon review and approval of the County Counsel, documents as required by the contract;
- (3) execute and authorize the transfer and allocation of funds for the stated period; and

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- (4) to amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

A copy of the said contract or any amendment thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

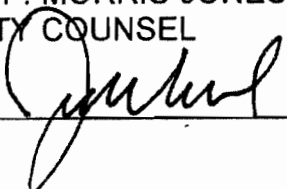
County of Yuba

BY: _____
Chair

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

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

By:  _____



Land Use and Public Works Committee



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



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BUILDING

749-5440 • Fax 749-5441

CODE ENFORCEMENT

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

To: Yuba County Land Use & Public Works Committee

From: Michael Lee, Public Works Director 

Date: June 10, 2014

Subject: Updating PLSP/NASA Traffic Impact Fees

Recommendation:

Adopt the attached resolution approving the Plumas Lake Specific Plan/North Arboga Study Area Road Fee Nexus Study (PLSP/NASA) Update and establishing revised PLSP/NASA Road Improvement Impact Fees, and make a finding that the action is statutorily exempt from the California Environmental Quality Act (CEQA).

Background/Discussion:

Yuba County's current PLSP/NASA traffic impact fees are based on a nexus study and associated resolution adopted by the Board of Supervisors in 2005. Development impact fees are a common mechanism utilized by local governments in California to fund the expansion of facilities and infrastructure to accommodate new development in order to minimize impacts to existing residences and businesses. The fee is based on the transportation infrastructure needs to develop the plan areas.

The existing fee structure consists of a base fee and an advance funding charge (AFC). The AFC was established in order to construct projects on a timeline that best protected the safety of the traveling public and was essentially a loan that was to be repaid after the highest priority transportation infrastructure was built. Collection of the AFC was suspended for the last couple years because adequate funds had been collected to construct the most needed infrastructure and to help foster development during the economic downturn.

Since adoption of the initial PLSP/NASA traffic impact fee program, most of the high priority projects have been constructed. These include the Plumas Lake Boulevard Interchange, large portions of River Oaks Boulevard, two park and ride facilities, and the Feather River Boulevard Interchange (currently under construction). Given this, we are proposing to eliminate the AFC as part of this impact fee update. Furthermore, we are proposing to eliminate repayment of any paid AFC by past developers who do not have approved reimbursement agreements with the County. This is appropriate for two reasons: i) the developer failed to timely enter into a reimbursement agreement with the County, and ii) essentially all of the projects on which AFC was paid are no longer owned by the developer who paid the AFC, because the properties were lost to foreclosure, bankruptcy, or sold under market value during the huge real estate crash. The only exception to this is KB Homes' Cobblestone subdivision, in which

case the County will honor reimbursement of the AFC as stipulated in the approved reimbursement agreement with KB Homes.

The most notable changes included with the update of the PLSP/NASA Impact Fee Study and associated fee program are summarized below.

- Elimination of the Advanced Funding Charge going forward.
- Elimination of repayment for past collected AFC, except for approved reimbursement agreements (KB Homes).
- Inclusion of the approved Bear River and Country Club Estates projects into the fee study area.
- Elimination of portions of the McGowan Parkway corridor from the impact fee study area since essentially none of the projects to be funded by the fee program is along that corridor. This area is located south of McGowan Parkway, north of the Cross Canal, west of SR 70, and east of the Union Pacific Railroad.

Further discussion in the Nexus Study Update includes an overview of the necessity of impact fees, purposes for which impact fees have been collected to date and projects completed, planned residential and non-residential growth and the associated needed expansion of transportation facilities, and changes to the fee structure and administrative processes to improve facilitation of the impact fee program.

Below are the proposed fee amounts (2014 \$) for traffic development impact fees in the PLSP/NASA fee study area.

Development Impact Fee – Residential (per unit)

Land Use Type	Proposed PLSP/NASA Road Fee	Existing PLSP/NASA Road Fee	Percent Change*
Single Family Residential	\$4,594	\$6,718	-31.6%
Multi-Family Residential	\$2,756	\$5,038	-45.3%

Development Impact Fee – Non-Residential (per s.f.)

Land Use Type	Proposed PLSP/NASA Road Fee	Existing PLSP/NASA Road Fee	Percent Change*
Convenience Commercial	\$2.76	\$18.42	-85.0%
Community Commercial	\$2.76	\$11.64	-76.3%
Travel Commercial	\$2.76	\$16.11	-82.9%
Other Highway Commercial	\$2.76	\$10.87	-74.6%
Office	\$2.76	\$4.21	-34.5%
Other Business Park	\$2.76	\$3.45	-20.1%
Light Industrial	\$0.06	\$2.40	-97.5%

*Note savings are even higher if we take into account elimination of the AFC.

Environmental Review:

The adoption of this resolution is statutorily exempt from the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15273(a), including Section 15273(a)(4), pertaining to rates, tolls, fares, and charges necessary for meeting operational expenses.

Fiscal Impact:

Adoption of traffic development impact fees at the levels recommended in the PLSP/NASA Road Fee Nexus Study are necessary to mitigate the costs of traffic impacts associated with new development in the Study area, and fees collected should offset the cost of the needed improvements.

RESOLUTION ADOPTING)
PLSP/NASA ROAD FEE NEXUS)
STUDY UPDATE AND)
ESTABLISHING REVISED PLSP/)
NASA ROAD IMPROVEMENT FEES)

WHEREAS, costs of construction will continue to escalate and annual adjustments to development impact fees are necessary to keep pace with such construction cost increases. Such annual adjustments for construction cost escalation do not represent a relative increase in the amount of any development fee but rather a method of retaining parity between the amount of the fee and the costs of construction.

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

Section 1 Purpose and Findings

A. Purpose: In order to implement the goals and objectives of the Plan Areas and comply with the requirements of the Mitigation Fee Act (Gov. Code, § 66000 et seq.) the County has caused to be prepared the Nexus Study, a copy of which is on file with the Clerk of the Board of Supervisors. This report sets forth the public facilities and equipment that would likely be required to be constructed/acquired, or which have already been constructed/acquired, in order to meet the needs caused by new development. The Board of Supervisors does hereby accept the Nexus Study and in so doing determines that development impact fees are needed to be imposed upon persons obtaining building permits for new structures within the Plan Areas (herein “Developers”) in order to finance these public facilities and equipment, and to pay for new development’s fair share of the acquisition/construction cost of these improvements.

B. Findings: The Board of Supervisors finds and determines:

1. The facilities set forth in the Nexus Study are representative of the facilities required to implement the circulation elements of the Plan Areas.
2. The Nexus Study and related information, including the basis upon which the fees are calculated, has been available to the public at the Public Works Department for a minimum of 14 days.
3. In establishing the fees described in the following Sections, the Board of Supervisors has found the fees to be consistent with the Specific Plans, and Pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the County’s housing needs as established in the Housing Element of the General Plan.
4. The Nexus Study includes various required determinations including:
 - a. it identifies the purpose of the fee;
 - b. it identifies the use to which the fee will be put;
 - c. it shows a reasonable relationship between the fee’s use and the types of development projects on which the fee is imposed;
 - d. it shows a reasonable relationship between the need for the public facilities and types of development projects on which the fee is imposed; and

- e. it shows a reasonable relationship between the amount of the fee and the cost.

These determinations are incorporated by reference into this resolution.

Section 2 Levy of Fee

- A. **Road Improvement Fee:** PLSP/NASA Road Improvement Fees are calculated at the time of issuance of the building permit triggering their collection and due prior to final inspection of said building permit for development in the Plan Areas, for the purpose of paying for roadway and circulation improvements. The revenues raised from Road Improvement Fees, shall be held, maintained, used and accounted for by the County as required in section 66013 of the Fee Mitigation Act. The initial amount of the fee shall be as set forth on Attachment "A" hereto, which is incorporated herein by reference.

The County reserves the right to use the proceeds on other circulation improvements within the Plan Area boundaries as long as the expenditures are consistent with the goals, intent and purposes of the Plan Areas and the circulation objectives identified in the Nexus Study.

- B. **Calculation/Classification of Uses:** For purposes of calculating the applicable fee, the County adopts the use table attached hereto as attachment "B", which is incorporated herein by reference. For uses not listed on the table, the Community Development and Services Agency Director shall make a determination as to the most similar use. For unique circumstances on uses listed on the table, the Community Development and Services Agency Director may make a determination as to an appropriate adjustment to the amount of use that is applicable.

Section 3 Collection of the Fee

The fees shall be collected prior to issuance of final building permit.

Section 4 Credits

A Developer may request a credit against the Road Improvement Fee for improvements constructed and accepted by the County. Credits will only be given for improvements which would have been constructed and accepted by the County. Any request for a credit shall be in writing on such forms as may be developed by the Public Works Director. Administration of credits shall be consistent with the principles set forth in the Nexus Study.

In the event that a Developer is entitled to credits in excess of Road Impact Fees otherwise due, the Developer and the County may enter into a reimbursement agreement by which the Developer is reimbursed from future Road Impact Fees. Priority of

reimbursement shall be consistent with the Nexus Study.

Section 5 Interfund Borrowing

The County may use the Fee proceeds for interfund borrowing, as long as the fees are used solely for improvements necessary to implement the Plan Areas and the loans are accounted for in compliance with the Mitigation Fee Act.

Section 6 Effective Date

Any fee imposed pursuant to this Resolution shall not take effect until sixty (60) days after the date of adoption by the Board of Supervisors.

Section 7 Annual Adjustment

An annual adjustment to account for construction cost escalations shall be applied to all development impact fees in the manner and time specified herein:

- A. Prior to the end of each fiscal year, the Public Works Director shall report his or her finding on the annual escalation of construction costs for the prior twelve (12) months through May and the Road Improvement Fees shall be adjusted accordingly.
- B. The basis for this annual adjustment shall be the percentage increase in the average of the San Francisco and 20-Cities Construction Cost Index (CCI) as published by Engineering News Record, for the period ending May of the previous fiscal year, or other similar construction cost index.
- C. The Department of Public Works shall post the annual adjustment in fees as specified in this section.

Section 8 Referrals and Appeals

The Public Works Director or Community Development and Services Agency Director may refer any determination or approval required by this Resolution to the Board of Supervisors.

Any party may appeal any decision of the Public Works Director or Community Development and Services Agency Director to the Board of Supervisors by filing a written appeal with the Clerk of the Board within ten (10) days of any decision. For appeals that protest the imposition or amount of the fee, the protested amount as determined by the Community Development and Services Agency Director shall first be tendered to the County. The Board may adopt a fee schedule for

considering appeals. The Clerk of the Board shall set the hearing within thirty (30) days of submission of the appeal and the hearing shall occur within ninety (90) days of its receipt. The Board may continue the matter if necessary, however the Board shall issue a written decision no later than 30 days after making its decision. The written decision shall be final.

Section 9 Severability

If any provision, clause, sentence, or paragraph of this Resolution or the imposition of any fee authorized by this Resolution in its application to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provisions or application of fees. To this end, the provisions of the Resolution are declared to be severable.

Section 10 Adoption

The foregoing Resolution was introduced at a regular meeting of the Board of Supervisors this ____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

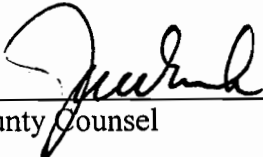
ABSENT:

Chair

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



County Counsel