

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, the County Library, 303 Second 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.

MARCH 8, 2011

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. Thank you.

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego

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. Approve lease agreement with Yuba County Office of Education for space occupied at the One Stop in Marysville and authorize the Chairman to execute same. (097-11)

B. **Clerk of the Board of Supervisors**

1. Reappoint John P. Taylor as residential representative in lieu of technical representative and Donald Rae as residential representative to Plumas Lake Specific Plan Design review Committee for terms to expire March 8, 2012. (098-11)
2. Approve minutes of the regular meeting of February 22, 2011. (099-11)

C. **Community Development and Services**

1. Adopt resolution to approve the submittal of an application to CalRecycle for rubberized asphalt concrete and chip seal projects on various county roads and authorize the Public Works Director to execute the grant and any related documents for the administration of the grant. (100-11)
2. Approve agreement with MHM Inc. for updating South Yuba Drainage Master Plan, authorize the Chairman to execute same, and authorize Budget Transfer in the amount of \$15,000 from Trust 253 to various line items to cover shortfall. (101-11)

D. **Emergency Services**

1. Authorize Budget Transfer in the amount of \$100,000 to allocate additional revenue from California Emergency Management Agency/Public Safety Interoperable Communication funding. (102-11)

E. **Health and Human Services**

1. Approve memorandum of understanding with Sutter Yuba Mental Health Services for therapeutic services and authorize the Chairman to execute same. (Human Services Committee recommends approval) (103-11)

F. **Library**

1. Approve closing the Library on May 28, July 2, and September 3, 2011. (Human Services Committee recommends approval) (104-11)

IV. **SPECIAL PRESENTATION**

- A. View video entitled "Yuba County, A California Gem." (No background material.) (Fifteen minute estimate) (105-11)

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

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Adopt resolution approving the environmental purchasing policy for Yuba County. (Five minute estimate) (106-11)

B. Community Development and Services

1. Retroactively approve Change Order No. 1; accept La Porte Road Pavement Rehabilitation ARRA Project as complete; and retroactively approve Public Works Director executing notice of completion. (Five minute estimate) (107-11)

C. Human Resources

1. Adopt resolution amending the Departmental Position Allocation Schedule No. 2010-112 by abolishing a Senior Welfare Fraud Investigator and establishing a Supervising Welfare Fraud Investigator; and adopt a resolution amending the Classification System - Basic Salary Schedule No. 2009-89, as they relate to Health and Human Services Department effective March 1, 2011. (Ten minute estimate) (108-11)

VII. **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.

- A. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$5,261.50 and the recording of a lien located at 5792 A Rupert Avenue, East Linda (Wayne W. and Patricia A. Wallis). (Ten minute estimate) (109-11)
- B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$8,284.25 and the recording of a lien located at 1637 Park Avenue, East Linda (Bank of America). (Ten minute estimate) (110-11)
- C. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$27,274.00 and the recording of a lien located at 4847 North Beale Road, East Linda (Francis L. Cook). (Ten minute estimate) (111-11)

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

IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Threatened litigation pursuant to Government Code §54956.9(b) - Seven Claims/Bock

- B. Pending litigation pursuant to Government Code §54956.9(a) - James Brown vs. Patrick McGrath et al/Case No. 110000140
- C. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County vs. Tull et al/Five Cases
- D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: County of Yuba Kevin Mallen Negotiation: Terms of Payment
- E. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release
- F. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner

X. **ADJOURN**

COMMITTEE MEETINGS

11:30 A.M. Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider request for qualifications for architectural consultant services for design and construction of new Sheriff's Department facility - Administrative Services (Five minute estimate) (112-11)
- B. Consider contract extension with Applied Forest Management for timber management at the 4H property - Administrative Services (Five minute estimate) (113-11)

3/08/2011 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

3/11/2011 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 American 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 one full business day 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.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may

provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas.

End



CONSENT
AGENDA

THIS PAGE INTENTIONALLY LEFT BLANK



097-11

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services
Date: March 8, 2011
Re: Lease for space at the One Stop

Recommendation

Recommend the Board approve and authorize the Chair to sign the attached lease between the County of Yuba and the Yuba County Office of Education for the space occupied at the One Stop facility in Marysville

Background

Several entities of the Health & Human Services organization occupy space at the One Stop facility in Marysville. HHS has recently reduced its footprint in this facility which coincided with the time to renew their lease.

Discussion

The only change to this lease from previous versions is under previous leases the County paid for all uniformed security services for the One Stop facility and then would deduct a portion of cost from our rent with the Office of Education. The reconciliation process had room for improvement.

Under this new lease, Office of Ed has incorporated a cost of security into each tenants' rent. Administrative Services will pay for security, but we will now journal the rent payment to Office of Ed, and they journal the cost of security to Admin Services on a monthly basis; thereby eliminating any delays. And any fluctuations will be reconciled on a quarterly basis.

Committee Report

This item was not taken to committee due to the routine nature of the item.

February 23, 2011

Financial Impact

The reduction in the amount of space occupied by the County at the One Stop facility has resulted in a reduction on the rent. The new monthly rent will be \$14,541.

We do not anticipate impact to the general fund at this time.

**GROSS LEASE
BETWEEN YUBA COUNTY OFFICE OF EDUCATION
AND YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
1114 Yuba Street, Marysville, California**

Recitals

Section 1.	Lease
Section 2.	Warranty by Landlord
Section 3.	Term
Section 4.	Renewal Extension Option
Section 5.	Holding Over
Section 6.	First Refusal
Section 7.	Rent
Section 8.	Service, Utilities and Supplies
Section 9.	Use of Premises
Section 10.	Insurance
Section 11.	Insurance for Tenant's Personal Property
Section 12.	Indemnification
Section 13.	Assignment and Subletting
Section 14.	Other Provisions of Lease
Section 15.	No Broker
Section 16.	Notices
Section 17.	Successors and Assigns
Section 18.	Entry
Section 19.	Late Charge and Interest
Section 20.	Compliance with Legal Requirements; Tenant's Obligations
Section 21.	Environmental Certification
Section 22.	Parking
Section 23.	Attorney Fees
Section 24.	Entire Agreement
Section 25.	Time of Essence
Section 26.	Governing Laws
Exhibit "A"	Rentable Area Reference Plan Drawing
Exhibit "B"	Technical Support of Computers, Phone Systems, and Security Systems
Exhibit "C"	C.B.W.D. Rules

This Lease ("**Lease**") is made between SCOTIA HOLMES SANCHEZ, the Yuba County Superintendent of Schools, solely in her official capacity as an elected public official of Yuba County, California (**Landlord**), and Yuba County, a political subdivision of the State of California, (**Tenant**).

Recitals

Landlord is the authorized agent of the Yuba County Board of Education, ("**Owner**") the real property located in the City of Marysville, County of Yuba, State of California, described as One Stop Center for Business and Workforce Development ("**Premises**").

Section 1. Lease.

Landlord leases to Tenant on the terms and conditions in this Lease the following portion of the Premises:

Portions of a two-story office building located on Premises as set forth in Exhibit "A", attached hereto and by reference incorporated herein, and more specifically referred to as One Stop Center for Business and Workforce Development located at 1114 Yuba Street, Marysville, California.

Section 2. Warranty by Landlord.

Landlord warrants to Tenant that the Landlord is an authorized agent of the Owner and is empowered to enter into this Lease agreement on the Owner's behalf.

Section 3. Term

The term of this Lease will commence on the latter of January 1, 2011, or when Tenant obtains required approval of the Yuba County Board of Supervisors for leasing space of the subject office building to be occupied by Tenant, <**Commencement Date**>, and ends on May 31, 2015 <**Termination Date**> (**Term**), unless terminated sooner in accordance with the provisions of this Lease. If the Term commences on a date other than the Commencement Date, Landlord and Tenant will execute a memorandum setting forth the actual date of commencement of the Term. Upon Tenant's possession of the Premises (Possession), tenancy will continue in accordance with terms of the lease until the Termination Date of this lease.

Section 4. Renewal Extension Option.

(a) Landlord grants to Tenant the option to negotiate a new Lease upon written notification of intent to renew the Lease to Landlord from Tenant at least ninety (90) days prior to the Termination Date of this Lease. Tenant's privilege to exercise this option is expressly conditioned upon Tenant not having previously defaulted on the terms of the Lease, not being in default at the time the option is exercised, and not being in default between the time the option is exercised and the start of the new lease term.

(b) In the event the Tenant sustains a loss of CalWORKS funding for the programs located on the Premises, the parties hereby agree that this Lease can be terminated or the amount of space leased to Tenant under this Lease can be decreased at the same amount of rent per square foot in effect at that time, upon the 60 day written request of the Tenant.

Section 5. Holding Over.

Any holding over after the expiration of the Term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancelable upon ninety (90) days written notice with a Monthly Rent as existing during the last year of the Term of this Lease, and upon terms and conditions as existing during the last year of the Term of this Lease, until a new Lease is negotiated. Any holding over after the expiration of the Term, without the consent of Landlord, shall be construed to be a tenancy-at-will at a Monthly Rent of two hundred percent (200%) but otherwise on the terms and conditions in this Lease.

Section 6. First Refusal.

If the Landlord elects to lease any space in the Premises other than that space presently occupied by Tenant, then Landlord shall first offer such space in writing to Tenant on terms and conditions no less favorable than those offered in their original lease agreement. If within ten (10) working days after receipt of such offer, Tenant does not notify Landlord in writing that Tenant elects to lease such space, Landlord shall be relieved of any obligations to Tenant with regard to any such offering. If Tenant elects to lease space in accordance with the terms herein, Landlord shall allow the Tenant forty-five additional days to obtain necessary approvals to consummate lease.

Section 7. Rent

Commencing on the Commencement Date, the Tenant shall pay monthly, in advance, a rent ("Monthly Rent") without notice or demand, as set forth below:

- (a) For the first year period of the Term of the Lease commencing from the date that Landlord delivers possession of the entire Premises and ending May 31, 2012, the Monthly Rent shall be computed at one dollar and forty-two cents (\$1.42) per Square Foot for 10,198 square feet of rentable completed office space.
- (b) The rentable space is divided into two parts: The Veterans square footage is 1,296. Health and Human Service rentable space is 8,902 square feet for a total of 10,198 square feet.
- (c) The Monthly Rent for each of the remaining years of the Term of the Lease (June 1, 2012 through May 31, 2015) shall be increased annually, upon ninety (90) day written notice from the Landlord prior to adjustments, as determined by the annual United States Consumer Price Index (CPI), up to, but not exceeding, 10% over the term of the Lease. CPI adjustment will be applied June 1st, 2012, June 1, 2013, and June 1st, 2014, respectively.

The 10,198 square feet of rentable completed Tenant office space is set forth in Exhibit "A" Rentable Area Reference Plan Drawing. The Monthly Rent includes base lease space rental for the Premises, and services, utilities, supplies and maintenance as set forth in more detail in Section 7. of this Lease.

The Monthly Rent shall be payable on the Commencement Date and continuing thereafter on the first day of each month. Monthly Rent payment shall be completed by journal transfer prepared by tenant. Yuba County Office of Education will provide tenant with line item account number for deposit of funds. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months will be prorated on a per diem basis.

- (d) In addition to the monthly rent specified in Section 7 (a) and Section 7 (c) above and to the parking provided by Landlord as specified in Section 22, twenty-six (26) additional assigned open and lighted parking spaces, and two (2) SECURED parking spaces within a fenced lighted area adjacent to the Building in

which the Premises are located shall be leased at a computed rate of \$30.00 per parking space monthly for the term of the lease, which yields \$60.00 per month. The computed per parking space monthly rate includes exterior parking lot camera system surveillance services of premises. Tenant additional parking space lease payment shall be remitted in addition to the computed gross monthly rent. The Tenant may have the option to pay the additional parking in full in advance of the Commencement Date or pay parking space rent monthly over the lease term.

Section 8. Services, Utilities and Supplies.

Landlord, at Landlord's sole cost and expense, during the term of this lease, shall furnish the following services, utilities, and supplies to the areas leased by the Tenant:

- (a) Elevator service.
- (b) Maintenance of Premises in good operating condition and appearance to include, but not necessarily limited to, the following:
 - 1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
 - 2) Furnishing remedial painting as necessary to maintain the premises in a neat and clean condition.
 - 3) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.
 - 4) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
- (c) Security monitoring service with access fobs and security codes. Gross lease services do not include physical on-site security services.

- 1) On-Site Security Services. Tenant shall provide the on-site security services required. On a monthly basis during the Term of this Lease, The Landlord shall journal transfer to the Tenant designee (Yuba County Administrative Services) the fees collected from the tenants located on-site for security services applicable to the Premises. Under this Lease a statement of the costs for security will be presented to the Landlord at the end of each quarter. Upon receipt of this quarterly statement, Landlord shall evaluate and reconcile the actual cost for security with the amount collected from the occupants of

the building. The amount the Landlord is obligated to reimburse for security shall not exceed seven cents (.07) per square foot or the actual cost for security which ever is less. The Square footage that is not occupied by tenants will be excluded from the Landlords obligation to pay the Tenant for security service. The Tenant retains the opportunity to discontinue security services with a sixty day (60) day written notice to the Landlord.

2. Base security costs for the building are scheduled for 51.5 hours per week at \$13.44 per hour. Weekly cost is \$692.16 and \$2,876.16 per month. From time to time additional security is required. The Landlord will journal transfer each month to the tenant \$2,936.16 in anticipated security costs.
- (d) Janitorial services sufficient to maintain the interior in a clean well-maintained condition to the greatest practical degree possible, by more specially performing the following:

***Daily:**

- 1) Empty and clean all trash containers, and dispose of all trash and rubbish.
 - 2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls and urinals.
 - 3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, and toilet tissue.)
 - 4) Clean and damp-mop or vacuum reception area daily.
 - 5) Carpet sweep all carpeted areas
- * *Extent of janitorial services dependent on Tenant spaces being kept in a manner whereby surfaces and areas to be cleaned can be accessed without moving and replacing personal items and equipment.*

Twice Weekly:

- 1) Vacuum all carpets.
- 2) Dust the tops of all furniture, counters, cabinets, and window sills
- 3) Pest control services will be provided by Landlord as needed.

As Needed:

- 1) Spot clean all walls
- 2) Sweep parking areas and sidewalks
- 3) Dust all window blinds

- 4) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- 5) Wash all windows, window blinds, light fixtures, walls and painted surfaces.
- 6) Steam clean carpets to remove all stains and spots

The utility baseline expenses incurred by the Landlord are established at the Commencement Date. The Tenant's Commencement Date baseline utility costs are established at an averaged monthly cost of \$0.20 per square foot of rentable area leased per month. Baseline utility expense rate established covers the Tenant's share of the Landlord's utility costs related to electric, gas, water, sewer and garbage in providing the services and utilities, as set forth below:

- (a) Sewer, trash disposal, and water service including both hot and cold water to the lavatories.
- (b) Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning.

Landlord reserves the right to adjust the Monthly Rent upwards in the event of an increase in the established baseline utility costs. For purposes of this section, an increase in utilities costs means a cumulative increase in any such charges in excess of five percent (5%) aggregate over the term of the Lease. Utility increases will shall be documented and solely reflect the increase in costs of utility operation of the Premises.

Landlord may make available a telephone system for the Premises. Tenant may utilize said telephone system and receive local area phone service at Landlord's expense. Landlord shall make available a local area network for computers and a Security System on the Premises. Landlord may provide technical and support services for phone system, and shall provide technical and support services for computer local area network, and Security Systems in accordance with Exhibit "B".

Section 9. Use of Premises.

The Premises will be used and occupied only for office, classroom, and education purposes in accordance with both this Agreement and the Center for Business and Workforce Development (C.B.W.D.) Rules as set forth in Exhibit "C", and for any necessary and related use or purpose, and for no other use or purpose. Any extended use of the Premises beyond the Tenant's normal business hours

shall result in a pro rata increase in rental assessments to compensate Landlord for such extended use. Tenant's normal business hours shall be deemed to be 8:00 am to 6:00 pm Monday through Friday. Tenant shall maintain the Premises in a professional manner and appearance. This does not alter in any fashion any obligation of Landlord to maintain the Premises and the common areas of the Premises. Tenant shall not undertake any remodeling, redecoration, or alteration, including painting and wall coverings, to the Premises without first receiving Landlord's written permission.

Section 10. Insurance

For the mutual benefit of Landlord and Tenant, Tenant shall, during the term of this lease, cause to be issued and maintained public liability insurance in the sum of at least \$1,000,000 for injury to or death of one person, and \$3,000,000 for injury to or death of more than one person in anyone accident, insuring the Tenant against liability for injury and/or death occurring in or on the Premises or the common areas. Landlord shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this Lease and shall pay all premiums for the insurance. Tenant shall furnish the Landlord a current copy of their public liability insurance policy to be maintained on file by the Landlord. Subsequent insurance premium renewals shall be provided the Landlord upon renewal. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by Tenant and may be maintained in the form of self-insurance by Tenant.

Section 11. Insurance for Tenant's Personal Property.

Tenant agrees at all times during the term of this Lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment or, in the alternate, Tenant shall waive any claim against Landlord for any such loss or damage.

Section 12. Indemnification

Each party to this Lease shall indemnify and hold harmless the other party from any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by the party, its agents, servants, employees, or invitees.

Section 13. Assignment and Subletting

Tenant will not assign this Lease or further sublet all or any part of the Premises without the prior written consent of Landlord. Tenant further agrees that it shall not assign or sublet all or any part of the Premises to any party other than a public, governmental, or municipal entity.

Section 14. Other Provisions of Lease

Landlord reserves the right to terminate the Lease in the event of the partial or total damage, destruction, or condemnation of the Premises or the building or project of which the Premises are a part. The exercise of this right by Landlord will not constitute a default or breach, and the parties will be relieved of any further liability or obligation under this Lease.

Section 15. No Broker.

Landlord and Tenant each warrant that they have not dealt with any real estate broker in connection with this transaction. Landlord and Tenant each agree to indemnify, defend, and hold the other harmless against any damages incurred as a result of the breach of the warranty contained in this Section.

Section 16. Notices.

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by the Landlord to Tenant will be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address in this Lease below, or to any other place that Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to Landlord will be sent by United States Mail, postage prepaid, addressed to the Landlord at the address in this Lease, and to any other person or place that the Landlord may from

time to time designate in a notice to the Tenant.

To Landlord: SCOTIA HOLMES SANCHEZ
Yuba County Superintendent of Schools
935 Fourteenth Street
Marysville, California 95901

To Tenant: SUZANNE NOBLES, Director
Yuba County Health and Human Services
Department
Suite 100
5730 Packard Avenue,
Marysville, California 95901

With a copy to: Director, Administrative Services
Yuba County
Suite 119
915 8th Street
Marysville, CA 95901

Section 17. Successors and Assigns.

This Lease will be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 18. Entry

Landlord reserves the right to enter the Premises on reasonable notice to Tenant to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease and, during the last six months of the Term, to show the Premises to prospective Tenants. In an emergency, no notice will be required for entry.

Section 19. Late Charge and Interest.

The late payment of any Monthly Rent will cause Landlord to incur additional costs, including the cost to maintain in full force the Lease, administration and collection costs, and processing and accounting expenses. If Landlord has not received any installment of Monthly Rent within five (5) days after that amount is due, Tenant will pay five percent (5%) of the delinquent amount, which is agreed

to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate as established by applicable California law. In no event will the Applicable Interest Rate exceed the maximum interest rate permitted by law that may be charged under these circumstances. Landlord and Tenant recognize that the damage Landlord will suffer in the event of Tenant's failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Landlord will suffer. If a late charge becomes payable for any three (3) installments of Monthly Rent within any twelve (12) month period, the Monthly Rent will automatically become payable quarterly in advance.

**Section 20. Compliance with Legal Requirements;
Tenant's Obligations.**

(a) Compliance with Legal Requirements. At Landlord's sole cost, Landlord will promptly comply with all laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of all municipal, state, and federal authorities now or later in force, including, but not limited to all provisions of the Americans with Disabilities Act; the requirements of any board of fire underwriters or other similar body now or in the future constituted; and any direction or occupancy certificate issued by public officers (**Legal Requirements**), insofar as they relate to the construction, condition, use, or occupancy of the Premises.

(b) Tenant's Obligations. Tenant will comply in a timely manner with all Legal Requirements that are not Landlord's responsibility under this Section to the extent that noncompliance would adversely affect Landlord's use or occupancy of the Premises.

(c) The judgment of any court of competent jurisdiction or Landlord's admission in any action or proceeding against Landlord that Landlord has violated any Legal Requirement in the condition, use, or occupancy of the Premises will be conclusive of that fact as between Tenant and Landlord.

Section 21. Environmental Certification.

Landlord certifies to Tenant that Landlord has complied with all applicable Environmental Laws and the requirements of all applicable Agencies and that no soil or groundwater contamination has occurred on

or under or originated from the Premises.

Section 22. Parking.

Landlord shall, at Landlord's sole cost and expense, provide Tenant twenty-six (26) parking space adjacent to the Building in which the Premises is located. Building parking spaces are assigned at a ratio of 1:397 square feet of rentable square footage. Twenty-six unassigned visitor parking spaces and handicap parking sufficient to comply with municipal codes shall be provided to the building in addition to parking spaces assigned Building Tenants.

Section 23. Attorney Fees.

If either party brings an action to enforce or declare rights hereunder, the prevailing party in action shall be entitled to reasonable attorney fees fixed by the court.

Section 24. Entire Agreement.

This Lease and the C.B.W.D. Rules for the Office Building set forth all the agreements between Landlord and Tenant concerning the Premises, and there are no agreements, either oral or written, other than as set forth in this Lease.

Section 25. Time of Essence.

Time is of the essence in this Lease.

Section 26. Governing Law.

This Lease will be governed by and construed in accordance with California law. In the event of any litigation arising from this Lease, the parties agree that any such dispute shall be submitted to the jurisdiction of the courts of Yuba County, State of California.

In Witness Whereof, the parties have executed this Lease as of the date first above written.

Tenant: _____ **Date:** _____

ROGER ABE

Chairman, Board of Supervisors of the County of Yuba,
A Political Subdivision of the State of California

Landlord: Scotia Holmes Sanchez **Date:** 1/20/2011

SCOTIA HOLMES SANCHEZ

Superintendent of Schools

Yuba County Board of Education

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Sharon L. Fara

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

098-11



Office of Clerk of the Board of Supervisors

To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Plumas Lake Specific Plan Design Review Committee – Re-appoint Two Representatives

Date: March 8, 2011

Recommendation

Reappoint John P. Taylor as residential representative in lieu of technical representative and Donald Rae as residential representative to Plumas Lake Specific Plan Design review Committee for terms to expire March 8, 2012.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. Applicants currently serve on the committee and request reappointment as their terms are due to expire. Applications have been received from Mr. Taylor and Mr. Rae and, are attached for your review and consideration.

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

Fiscal Impact

None

Committee Action

None required.

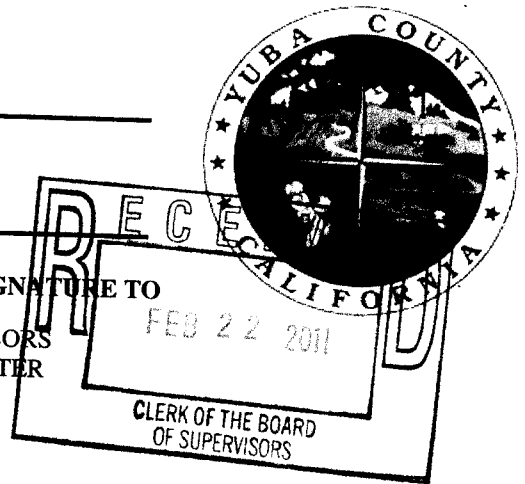
attachments

The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510



Plumas Lake Specific Plan Design Review
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

John P. Taylor

MAILING ADDRESS:

PHYSICAL ADDRESS:

(SAME)

TELEPHONE:

HOME:

WORK: -

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Commercial real estate broker and real estate
consultant

REASONS YOU WISH TO
SERVE ON THIS BODY:

I HAVE closely studied the growth of Plumas Lake
& been deeply involved in its development

QUALIFICATIONS:

Commercial real estate broker, organized and managed
all residential builders into Plumas Lake cooperative marketing program

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

1) current Plumas Lake Design Review committee
2) citizen representative on General Plan Committee South Yuba

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

SIGNATURE

John P. Taylor

DATE

2-17-11

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

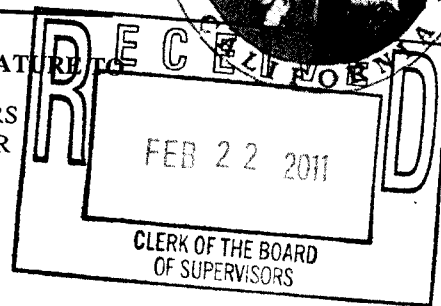
The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510



Plumas Lake Design Review Committee

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

Donald A. RAE

MAILING ADDRESS:

PHYSICAL ADDRESS:

same

TELEPHONE:

HOME:

WORK:

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER:

H.R. Consultant

3

REASONS YOU WISH TO
SERVE ON THIS BODY:

To serve my local community

QUALIFICATIONS:

2 Terms on this committee

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Hearing Officer, FKAQMD

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

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE. ☐ YES ☒ NO

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

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

SIGNATURE

[Signature]

DATE

02-22-11

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

BOARD OF SUPERVISORS

FEBRUARY 22, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:32 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Supervisor Griego was absent. Also present were County Administrator Robert Bendorf, Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Griego 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: Hal Stocker
 AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe
 NOES: None ABSENT: Mary Jane Greigo ABSTAIN: None

SECOND: John Nicoletti

A. Agricultural Commissioner

1. Approve letter supporting California Fire Safe Councils request for three (3) million dollars of the remaining proposition 84 funds to be used to fund Fire Safe Coordinators in the Sierras and authorize the Chairman to execute same. (073-11) Approved.

B. Board of Supervisors

1. Approve removing Paul Shelgren from the Fish and Game Advisory Commission as recommended by the Commission. (Ten minute estimate) (074-11) Approved.

C. Clerk of the Board of Supervisors

1. Approve minutes of the meetings of February 8 and 9, 2011. (075-11) Approved as written.

D. Community Development and Services

1. aAward contract to R.M. Harris Company, Inc., apparent low bidder, for the Honcut Creek Bridge project and authorize the Chairman to execute same upon review and approval of Counsel. (076-10) Approved.

- IV. PUBLIC COMMUNICATIONS: No one came forward.

V. COUNTY DEPARTMENTS

A. Health and Human Services

1. Adopt resolution authorizing the Director of Health and Human Services Department to submit proposals to the State of California, Department of Veterans Affairs to obtain funding for the purposes of improving utilization of veterans benefits for California veterans and authorizing the Chairman to accept, if awarded, any and all funds on behalf of the County. (Ten minutes estimate) (077-11) Director Suzanne Nobles recapped request to apply for grants and responded to Board inquiries.

Adopted Resolution No. 2011-15, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN SERVICES DEPARTMENT TO SUBMIT PROPOSALS TO THE STATE OF CALIFORNIA, DEPARTMENT OF VETERANS AFFAIRS, TO OBTAIN FUNDING FOR THE PURPOSES OF IMPROVING UTILIZATION OF VETERANS BENEFITS FOR CALIFORNIA VETERANS AND AUTHORIZING THE CHAIRMAN TO ACCEPT, IF AWARDED, ANY AND ALL FUNDS ON BEHALF OF THE COUNTY."

MOTION: Move to adopt

MOVED: John Nicoletti

SECOND: Hal Stocker

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

B. Board of Supervisors

1. Consider letter from Brigit Barnes regarding Ostrom Road Landfill Conditional Use Permit and take action as appropriate. (Continued from February 8, 2011) (Thirty minute estimate) (065-11) Supervising Environmental Health Specialist Paul Donoho and Planning Director Wendy Hartman provided a Power Point presentation on the process which approved the Conditional Use Permit for the Ostrom Road Landfill including the following:
 - Local Enforcement Agency (LEA) – Yuba County Environmental Health Department
 - Properly trained and equipped staff
 - Development and State of California Department of Resources Recycling and Recovery (CalRecycle) approval of an LEA Program Plan
 - Maintain a Hearing Panel for permit enforcement and appeal process
 - Bi-County Solid Waste Independent Hearing Panel
 - California Environmental Quality Act (CEQA) process for Conditional Use Permit (CUP) 92-06 Amendment No 2.
 - Ostrom Road Landfill zoning designation of Exclusive Agriculture (AE-80)
 - Sludge Drying
 - Proposed land treatment unit reviewed by Regional Water Quality Control Board and LEA
 - Landfill Gas to Energy System
 - Determined CUP 92-06 and 1998 Environmental Impact Report (EIR) explicitly allowed methane gas extraction
 - Approved variance (VAR2009-0001) to setbacks to allow for expansion of the cogeneration facility
 - Reviewed by Feather River Air Quality Management District for compliance with clean air standards

Supervisor Abe left the meeting at 9:55 a.m. and returned at 9:56 a.m.

- Berm height for flood protection
 - Joint Technical Document section 4.4.2 and Appendix B:
 - Landfill flood study: 2 foot raised roadway in specified areas
- Modified Gravel Pack Thickness
 - from 12 inches to 9 inch and does not affect the integrity of the liner system beneath
- Liner does not eliminate risk of failure
 - Includes extensive monitoring system to provide early detection of leakage that might occur
- Modified alternative design to the five (5) foot to groundwater separation
 - Review and approved by Regional Water Quality Control Board
- Review Alternative Daily Cover (ADC) and affect on landfill
 - Eliminates the necessity to import soil for daily cover and lessens the impact on landfill
 - ADC's are industry standards that have been tested and approved by CalRecycle
- Ratio of waste-to-cover being used at the landfill
- Impacts of rail spur and San Francisco project on life of landfill
 - Issue to be evaluated as part of the application request for CUP 2009-0001

Ms. Hartman recapped the process for CUP 2009-0001: Rail spur and CUP modification

- Landfill capacity obligation
 - Material from San Francisco contract projected to take up less than 20 percent of landfill capacity

Ms. Hartman advised complaints received are treated as a code violation and investigated, advising the department had not found any violations of the Conditional Use Permit or the current EIR and requested direction from the Board.

Recology Ostrom Road General Manager Phil Graham responded to specific inquiries regarding:

- Quarterly checks of ground water monitoring wells, and analyzed leachate for contamination
- Monitor well depth of 35 to 40 foot
- Leachate not stored in the liner system; but collected in a sump and pumped out
- A portion of leachate is recycled to help degrade refuse and increases the amount of methane gas

County Administrator Robert Bendorf responding to inquiries regarding contamination advised Golder and Associates staff collects samples and forwards them to an analyzing company, results are then returned to Recology and forwarded to the County.

Recology General Manager Dave Vaughn responded to inquiries on the following:

- Curbside sorting program
- Transfer stations
- Sampling for hazardous waste reviewed by LEA

Golder and Associates Civil Engineer Tim Haskell, responded to specific questions regarding similar landfills located near waterways with shallow ground water and in a 100 year flood plan.

Ms. Wendy Hartman responded to specific inquiries regarding the cogeneration aspect in CUP 2009-0006.

Responding to inquiries from the Board whether Recology Ostrom Road landfill was operating legally and within the Conditional Use Permit, the following individuals responded affirmatively:

- Mr. Paul Donoho advised the County is diligent in conducting inspections, reviewing reports, and follow-up on complaints
- Environmental Health Director Tej Maan advised Recology Ostrom Road landfill operates legally and complies with all local and state rules
- Mr. Tim Haskell concurred

The Board recessed at 11:33 a.m. and reconvened at 11:45 with all members present as indicated above.

The following individuals spoke:

Ms. Brigit Barnes
Mr. Kelly Smith
Mr. David Tam
Ms. Sandra Gilbert
Mr. Matt Comant
Ms. Louise Ahart
Mr. Phil Graham
Mr. Dave Vaughn
Mr. Richard Paskowitz

MOTION: Move to proceed with scoping meeting, and no issues out of compliance with the Conditional Use Permit

MOVED: John Nicoletti

SECOND: Andy Vasquez

AYES: John Nicoletti, Andy Vasquez, Hal Stocker

NOES: Roger Abe ABSENT: Mary Jane Griego ABSTAIN: None

VI. CORRESPONDENCE - (078-11)

- A. Letter from State of California Department of Child Support Services regarding medical support requirement in child support orders to comply with Senate Bill 580, effective January 1, 2011.
- B. Two letters from Mr. Jeffrey Olson requesting support of a resolution for General Vang Pao's burial at Arlington National Cemetery and the naming of a county conference room in honor of Ms. Sandy Fonley.

MOTION: Move to accept and file

MOVED: Hal Stocker

SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Greigo ABSTAIN: None

VII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Stocker:

- Memorial adjournment - Ms. Mary Elizabeth Stone
- Memorial adjournment - Mr. Arthur Warren Umland
- Commended Public Works Department for snow removal efforts
- County policy on flags
- Fire Safe Council feasibility study on biomass plants and recent letter of support for Teichert's grant request

Supervisor Vasquez: Discussions regarding adoption of Yuba County Ordinance Code

Supervisor Nicoletti:

- Peace Officer of the Year dinner held February 19, 2011
- Friday Night Live Reach Program held February 17, 2011 and town hall meeting to be held March 26, 2011
- Budget challenges for Senior Center in Olivehurst and opportunities seniors could provide to the community
- Memorial adjournment on behalf of Supervisor Griego - Mr. Wallace McClain
- Memorial adjournment - Mr. Louis J. Menghini

Supervisor Abe: Sierra Sacramento Valley EMS meeting held February 18, 2011 and fingerprint background checks

Chairman Abe:

- Established an ad hoc committee to review the Yuba County Ordinance Code appointing Supervisors Vasquez and himself to remain active until December 31, 2011
- Received Board consensus for a letter of support for Teichert's grant request

County Administrator Robert Bendorf: Attended Peace Officer of the Year dinner held February 19, 2011, and consideration of officers honored for recognition before the full Board

VIII. ADJOURN: 12:49 p.m. by Chairman Abe in honor of Ms. Mary Elizabeth Stone, Mr. Arthur Warren Umland, Mr. Wallace McClain, and Mr. Louis J. Menghini.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

BY: Rachel Ferris, Deputy Clerk

Approved: _____

THIS PAGE INTENTIONALLY LEFT BLANK

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



BUILDING
49-5440 • Fax 749-5616

CODE ENFORCEMENT
49-5455 • 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

March 8, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE RESOLUTION AND AUTHORIZE REQUEST TO APPLY FOR A CALRECYCLE RUBBERIZED ASPHALT CONCRETE AND CHIP SEAL GRANT

RECOMMENDATION:

Approve the resolution endorsing an application for the CalRecycle Rubberized Asphalt Concrete Grant Program and authorizing the Public Works Director to execute the grant.

BACKGROUND:

The Department of Resources Recycling and Recovery (Cal Recycle) offers the Rubberized Asphalt Concrete (RAC) Grant Program to promote markets for rubberized pavement products derived from recycled California generated waste tires. There are two portions of the grant:

- The **Targeted Rubberized Asphalt Concrete Incentive (Targeted) Grant** is aimed at assisting first-time or limited users of RAC. Grant awards are based on the differential cost of using RAC versus conventional asphalt concrete and the tonnage of RAC used.
- The **Rubberized Asphalt Concrete Chip Seal (Chip Seal) Grant** is aimed at first-time or limited users of rubberized chip seal material for road repair and maintenance. Grant awards are based on a fixed dollar amount per square yard of material used.

DISCUSSION:

First-time recipients are eligible to receive a total of \$500,000 (\$250,000 each from the RAC and Chip Seal grants) from this program. Most of the paving projects during the 2011 and 2012 construction seasons would use rubberized asphalt concrete. Chip seal projects would use a rubberized binder to make them more flexible and increase the useful life of the project. The grants are competitive and there is no guarantee of receiving funding.

COMMITTEE ACTION:

The issue was not discussed at the Land Use and Public Works Committee due to grant deadlines.

FISCAL IMPACT:

There is no local match required for this grant.

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

**APPROVE THE SUBMITTAL OF AN)
APPLICATION TO CALRECYCLE FOR)
RUBBERIZED ASPHALT CONCRETE)
AND CHIP SEAL PROJECTS ON VARIOUS)
COUNTY ROADS AND TO AUTHORIZE)
THE PUBLIC WORKS DIRECTOR TO)
TO EXECUTE THE GRANT AND ANY)
RELATED DOCUMENTS FOR THE)
ADMINISTRATION OF THE GRANT)**

RESOLUTION NO. _____

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the submittal of application to CalRecycle for rubberized asphalt concrete and chip seal projects on various County roads; and

BE IT FURTHER RESOLVED that the Public Works Director, or his/her designee, is hereby authorized and empowered to execute in the name of the County of Yuba all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED this _____ day of _____ 2011, by the
Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

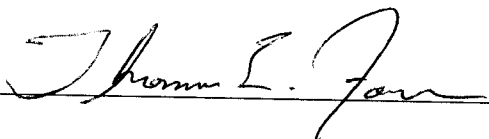
ABSTAIN:

Chair

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL



THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

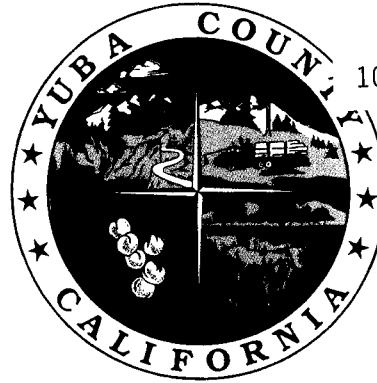
Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

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

March 8, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: APPROVE CONTRACT WITH MHM INC. FOR UPDATING THE SOUTH YUBA DRAINAGE MASTER PLAN AND APPROVE A BUDGET AMENDMENT FOR \$15,000 FROM TRUST 253 TO COVER SHORTFALL

RECOMMENDATION:

Approve the attached contract with MHM Inc. for updating the South Yuba Drainage Master Plan (SYDMP) and approve the attached budget amendment for \$15,000 authorizing the use of Trust 253 money to cover the shortfall.

BACKGROUND:

Over the past decade, Public Works has made significant strides improving drainage conditions in the south county area. We have implemented significant portions of the South Yuba Drainage Master Plan (SYDMP) resulting in several large scale projects to solve drainage problems in the communities of Olivehurst and Linda. These projects include the Olivehurst Interceptor, South Olivehurst Detention Basin, and improvements to Clark Lateral/Slough. These projects dramatically improved drainage in the Olivehurst/Linda communities, removing thousands of parcels from the floodplain, and saving homeowners a great amount of money on flood insurance.

Public Works requested funding from the Yuba County Water Agency, and was granted \$75,000, to update the SYDMP in fiscal year 2010/2011. This Plan was last updated in 1992 and since that time a large portion of the work has been accomplished. We would like to update the study to reflect current conditions, while taking a new look at what improvements are still needed in the Linda/Olivehurst area to fully realize optimum drainage conditions. An update to this study will also allow us to update the County's drainage impact fees to reflect more current conditions.

DISCUSSION:

Public Works has an approved short list of engineering firms to provide on-call civil engineering services as needed. MHM Inc. is on our short list and due to the nature of the proposed scope of work, is ideally suited for the project. MHM has an

overwhelming understanding of local drainage conditions and patterns because of the company's longstanding service in the Yuba/Sutter area. Additionally, MHM prepared the initial SYDMP in 1981, as well as the update to the Plan in 1992.

Public Works negotiated a scope of work and cost with MHM, and an agreed upon project cost is \$90,000.

Public Works is requesting a budget amendment authorizing the use of \$15,000 from Trust 253 to cover the shortfall.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the approved FY 2010/11 budget.

FISCAL IMPACT:

The total contract amount is \$90,000. Funding for this project will come from the Yuba County Water Agency (\$75,000) under an approved MOU, with the remaining \$15,000 funded from Trust 253, Special Drainage Impact Fees.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

101-11

D. Sellers

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: March 8 20 11

DEPARTMENT CDSA / Public Works / Drainage Maintenance

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2011

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT
101-3300-425-23-00	Prof Svc	15,000
101-3300-425-90-00	Reimb	(15,000)

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: To cover shortfall in the budgeted amount for the contract to update the South Yuba Drainage Master Plan. Costs will be reimbursed from Trust 253 Special Drainage

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

CAD / CDSA
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

THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional civil engineering services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

MHM, 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: March 1, 2011

Termination Date: February 29, 2012

The term of this Agreement shall become effective on March 1, 2011, and shall continue in force and effect for a period of One (1) year, 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 designated representative of the COUNTY and will administer this Agreement for the COUNTY. Sean Minard is the designated 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 - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Exhibit 1 – Scope of Services

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 _____, 2011.


"COUNTY"

"CONSULTANT"

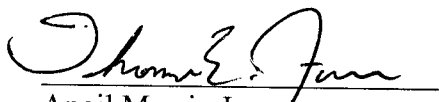
COUNTY OF YUBA

Chair

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil Morris-Jones,
County Counsel

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

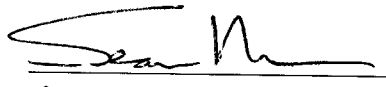
Agreement on _____, 2011.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Chair


Project Manager

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones,
County Counsel

ATTACHMENT A

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 Scope of Services labeled as Exhibit 1.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed NINETY THOUSAND DOLLARS (\$90,000); 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 THOUSAND DOLLARS (\$90,000) 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 specifically 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 a formal written agreement signed by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

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, which may arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct 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":

Department of Public Works
County of Yuba
Attn: Public Works Director
915 8th Street, Ste. 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

MHM, Inc.
ATTN: Sean Minard
1204 E Street
Marysville, CA 95901
Phone: (530) 742-6485

ATTACHMENT E

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

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

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

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

bodily injury by disease

5. Errors & Omissions \$1,000,000 per occurrence
Liability:

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

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

- a. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
- b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultants insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

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

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the 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, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the County for review.
5. 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 the definition of "Pollution" shall include microbial matter including mold.

E.2 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect 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 consultant, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4 Verification of Coverage. Consultant shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms provided those endorsements conform to County requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT 4

M·H·M

ENGINEERS & SURVEYORS SINCE 1892

January 4, 2011

Mr. Mike Lee
County of Yuba
915 8th Street, Suite 125
Marysville, CA 95901

Subject: Proposal to Provide Consultant Engineering and Surveying Services
2011 Revised South Yuba Drainage Master Plan

Dear Mike:

MHM Incorporated is pleased to submit this proposal and quotation in response to the request for proposal for the 2011 Revised South Yuba Drainage Master Plan. We are a local engineering and surveying firm established in 1892 and incorporated in the State of California in 1975. The Company has maintained its main office in Marysville for over sixty-five years and is a certified California Small Business #7781.

Our team consists of highly qualified group of professionals, including Professional Civil Engineers, Geotechnical Engineers, and Professional Land Surveyors as well as a support staff of experienced technicians. The key team members proposed in this RFP have been with the company many years. Our clients include numerous public agencies such as cities, counties and special districts, as well as private entities. MHM prepared the original South Yuba County Drainage Master Plan and the 1995 Revised South Yuba Drainage Master Plan. Since 1995 portions of the Olivehurst Inceptor and other drainage improvements have been completed but the most significant change is the elimination of the Marysville Bypass and construction of residential development within the East Linda Specific Plan Area. Our goal would be to update the South Yuba Drainage Master Plan and selection of a preferred alternative for the future development of the area. The report would be prepared such a way it could be the basis for potential hazard mitigation grant funding and for a nexus study to update the drainage impact fees in the East Linda Area.

The South Yuba Drainage Master Plan original goal was to protect the community of Olivehurst and drain the community of East Linda. The Olivehurst Interceptor was completed in 1998 which directed water around the community of Olivehurst. The area of Olivehurst to be relieved is described as south of Erle Road, west of Highway 70, east of the Clark Lateral, and North of McGowan Road. The area of East Linda to be relieved is described as south of Hammonton Smartsville Road, west of Alberta Avenue, east of State Route 70, and north of Erle Road. The lack of adequate downstream facilities from North Beale Road south to Reeds Creek causes water to backup into the community of Linda. The problem in Olivehurst was water from the Linda and Olivehurst Drains carrying the runoff from the east side of State Route 70 through the area in a system that cannot even handle local runoff. As stated before, the Olivehurst Interceptor was constructed to divert this water around the Community of Olivehurst. The project as presented will provide facilities capable of handling a 100 year storm event for the Community of East Linda and prevent water from entering the Community of Olivehurst. All water will be directed from Erle Road south to Reeds Creek. The Olivehurst Interceptor and Eastside Interceptor will be sized for future build-out flows, which in the interim will provide a linear detention throughout its length

such that downstream flows into the Reeds Creek/Western Pacific Interceptor system will remain the same as historic flows.

We would like the opportunity to meet with you to discuss our proposal to assure that it is complete and that it conforms to your needs. The scope of work is as follows:

Surveys and Mapping. MHM will perform minor field surveys to update existing LiDar and other mapping using GPS equipment and field. All data will be reported in WGS 84 and converted to NAD 83 such that the information can be overlaid onto the County Base Map and Aerial Photo. The Aerial Photos will be obtained through Terra Server and/or photo within MHM database as a reference tool and preparation of the study.

Preparation of Revised South Yuba Drainage Master Plan. MHM will prepare a revised South Yuba Drainage Master Plan. The goal will to address all work completed to date and two design alternatives for the build-out of the East Linda Specific Plan and other areas included in the 2030 General Plan. The plan will include the options to replace the eastside interceptor which previously ran parallel to the Marysville Bypass. The Marysville Bypass is no longer being considered by Caltrans and residential subdivisions have been constructed within the previously proposed right-of-way. The County has considered and prepared a PSR for a County Bypass of Marysville. This proposed bypass will be incorporated into the report. Portions of the Eastside Interceptor were constructed which would need to be considered in the Revised South Yuba Drainage Master Plan Area. MHM will consider the Planning Reserve Area south of Erle Road not to be a near term project. We will consider improvements required due to development north of Erle Road but will assume the Planning Reserve improvements will be addressed in a Specific Plan and detailed Master Drainage Plan. This allows the Nexus for impact fees to be will defined for the area north of Erle.

If the County elects to hire MHM for the proposed professional services for Revised South Yuba Drainage Master Plan, MHM will perform the services as described above, and will strive to meet or exceed expectations in every detail. The total not-to-exceed price to perform the Report would be \$90,000.00. We look forward to providing the services requested by the County. I can be reached at (530) 742-6485 with any questions.

Sincerely,

MHM INCORPORATED



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

Enclosures

LABOR HOUR AND FEE ESTIMATE
County of Yuba
Revised South Yuba Drainage Master Plan
Consulting Civil Engineering Services

TASK	Principal \$170.00	Project Manager \$140.00	Project Engineer \$125.00	Senior Engineer \$115.00	Project Surveyor \$125.00	Senior Surveyor \$115.00	Associate Surveyor \$110.00	Associate Engineer \$110.00	Survey Crew 1 Man \$230.00	Survey Crew 2 Man \$300.00	Senior CAD/D \$180.00	Senior Technician \$100.00	Office \$80.00	Total Hours	Direct Labor Costs	Salary Increases* 1.5%	Travel	EXPENSES	TOTAL
Task 1 - Project Management, Field Review, and Data Collection																			
Quality Control/Project Management Administrative		4.0												2.0		\$11.00	\$0.00		\$720.00
Design Kick-off Meeting with County (based on one meeting at 2 hours at County)		2.0		2.0										4.0		8.00	0.00		\$10.00
Coordination Meetings with County of Yuba (based on two meetings @ 1.5 hours each at Yuba County)		3.0		3.0										6.0		11.00	0.00		765.00
Presentation to County of Yuba Board of Supervisors (based on one meeting at 4.0 hours each at Yuba County)		4.0		4.0										8.0		15.00	0.00		1,020.00
Prepare Maintain Project Schedule		4.0												4.0		8.00	0.00		500.00
Site Visit, Field Review, and Data Collection		8.0		16.0					8.0					32.0		3,840.00	0.00		58.00
Monthly Status Reports Invoices		4.0							4.0					4.0		500.00	0.00		8.00
														Subtotal	\$7,975.00	\$19.00	\$0.00	\$0.00	\$8,094.00
Task 2 - Surveys and Mapping																			
Survey Control (Horizontal and Vertical)																			
Supplement LIDAR Topographic Field Surveys		2.0		2.0		8.0								0.0		\$0.00	\$0.00		\$0.00
Preparation of Digital Terrain Model (using supplement topo and LIDAR)		2.0		2.0		4.0			4.0					6.0		10,150.00	152.00		0.00
Research/Revised Information for Roadside - No property surveys - no field reports included in the scope														48.0		5,410.00	81.00		0.00
Aerial Photography		2.0		4.0										6.0		6.00	6.00		6.00
									16.0					22.0		2,500.00	38.00		500.00
														Subtotal	\$18,660.00	\$271.00	\$0.00	\$500.00	\$19,831.00
Task 3 - Studies and Reports																			
Hydrologic Modeling - Existing Conditions (MHM will update existing hydrologic model for the PAL Area LOMR to determine the 10-, 50-, 100-, and 200-year design flows as well as the supporting documentation and appropriate HEC-1 input files.)		4.0		16.0					4.0					24.0		\$2,440.00	\$43.00		\$0.00
Hydrologic Modeling - Alternative Conditions (MHM will develop two alternatives for development/impoundment existing hydrologic model for the PAL Area LOMR to determine the 10-, 50-, 100-, and 200-year design flows as well as the supporting documentation and appropriate HEC-1 input files.)		4.0		32.0					12.0					48.0		5,560.00	81.00		0.00
Hydrologic Modeling - Existing Conditions (MHM will update existing hydrologic model for the PAL Area LOMR to determine the 10-, 50-, 100-, and 200-year design flows as well as the supporting documentation and appropriate HEC-1 input files.)		4.0		16.0					4.0					24.0		2,440.00	43.00		0.00
Hydraulic Modeling - Alternative Conditions (MHM will prepare hydraulic models for two alternatives.)		16.0		64.0					16.0					96.0		11,360.00	170.00		0.00
Preparation of Cost Estimate for the two Alternative Conditions (the preferred condition will include some proposed phasing - Estimate can be used for basis of Nexus Study)		4.0		24.0		16.0								44.0		5,400.00	81.00		0.00
Draft Hydrology/Hydraulic Study (Revised South Yuba Drainage Master Plan)		32.0		48.0								8.0		16.0		14,720.00	221.00		0.00
Final Hydrology/Hydraulic Study (Revised South Yuba Drainage Master Plan)		4.0		24.0					8.0					56.0		7,200.00	108.00		0.00
Miscellaneous Engineering and Surveying Support - Contingency		16.0		40.0					8.0					64.0		7,770.00	116.00		0.00
														Subtotal	\$57,640.00	\$865.00	\$0.00	\$352.00	\$58,857.00
Direct Expenses																			
Communications (cell phone, fax, internet, email)														6.0		\$0.00	\$0.00		\$0.00
Computer and Peripherals (\$450.00)														0.0		0.00	0.00		\$0.00
Vehicle Equipped with Survey Equipment (\$12,500.00)														0.0		0.00	0.00		1,559.40
Vehicle Equipped with GPS Survey Equipment (\$60,000.00)														0.0		0.00	0.00		280.00
Vehicle Equipped with Machine Gauge Equipment (\$8,000.00)														0.0		0.00	0.00		1,728.00
Misc. Supplies Expenses Postage														6.0		6.00	6.00		6.00
Parking														0.0		0.00	0.00		50.00
Title Reports														6.0		6.00	6.00		6.00
Deliverables Reproduction														0.0		0.00	0.00		400.00
Vehicle - 2 Wheel Drive (\$8,000.00)														6.0		6.00	6.00		6.00
Vehicle - 4 Wheel Drive (\$8,000.00)														0.0		0.00	0.00		50.00
All-Terrain Vehicle (\$5,000.00)														6.0		6.00	6.00		6.00
Mileage - 2 Wheel Drive (\$0.60/mi)														0.0		0.00	0.00		400.00
Mileage - 4 Wheel Drive (\$0.60/mi)														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														0.0		0.00	0.00		240.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00	6.00		6.00
														6.0		6.00</			



ENGINEERS & SURVEYORS SINCE 1892

2011

PROFESSIONAL STAFF RATES

Standard Rates

Principal	\$ 170.00 /Hrly
Project Manager	140.00
Project Engineer / Project Surveyor	125.00
Senior Engineer / Surveyor	115.00
Associate Engineer / Surveyor	110.00
Assistant Engineer / Surveyor	100.00
Junior Engineer / Surveyor	95.00
Expert Witness/Expert Testimony/Deposition	250.00
Hydraulic Engineer	120.00

TECHNICAL STAFF RATES

Standard Rates

Survey Crew – 2 Man (prevailing)*	\$200.00 /Hrly
Survey Crew – 3 Man (prevailing)*	260.00
Survey Crew – 2 Man (non-prevailing)	180.00
Survey Crew – 3 Man (non-prevailing)	230.00
Senior CADD Operator	95.00
CADD Operator / Draftsperson	85.00
Senior Technician	100.00
Associate Technician	90.00
Assistant Technician	75.00
Senior Inspector (prevailing)	125.00
Construction Inspector (non-prevailing)	120.00
Senior Inspector (non-prevailing)	110.00
Construction Inspector (non-prevailing)	105.00
Administrative / Word Processor	80.00
Clerical	65.00

Overtime

Over 8 Hours: 1.5 x Hourly Rate
Before 7:00 am or after 5:00 pm: 1.5 x hourly rate
Rush Charge (less than 24 hours notice: 1.5 x Hourly rate
Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments)
Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr. increments)

VEHICLES

Standard Rates

Vehicle – 2 Wheel Drive	\$ 7.25 /Hrly
Vehicle – 4 Wheel Drive	8.50
Vehicle Equipped with Survey Equipment	14.50
Vehicle Equipped with GPS Survey Equipment	90.00
Vehicle Equipped with Nuclear Density Testing Equipment	7.50
Mileage – 2 Wheel Drive	0.85 /Mi.
Mileage – 4 Wheel Drive	0.90

OFFICE EQUIPMENT

Standard Rates

Computer & Peripherals	\$ 4.60 /Hrly
Reproduction (less than 11x17 sizes)	0.50 /Page
Large Format Drawing Copies – 20lb Bond	0.40 /Sq. Ft.
Large Format Drawing Copies – Mylar	6.00 /Sq. Ft.
AutoCAD Drawing Plots	1.80 /Minute

Outside Equipment & Services

15% Markup

THIS PAGE INTENTIONALLY LEFT BLANK



THE COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY SERVICES OFFICER

CINDY PARSONS
EXECUTIVE ASSISTANT

102-11

BOARD MEMO

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Services

Re: Increased allocation to the Public Safety Interoperability Communications Grant (PSIC)

Date: March 8, 2011

Recommendation:

The Board of Supervisors authorize the receipt of an additional \$100,000.00 in PSIC funding from the California Emergency Management Agency. Increase the estimated revenue in emergency services account 101-0000-361-58-06 and increase appropriations in emergency services account 101-4200-427-28-04.

Background:

In July 2008, your Board approved a resolution authorizing the Director of Emergency Services or designee to execute and submit an application for the FY 07 PSIC Grant. This was a competitive grant process which emergency services was successful in receiving \$161,000. These funds were utilized to enhance radio infrastructure, by adding radio repeaters, bring a state of the art interoperability solution to Yuba County and train staff in several areas of radio operations.

Discussion:

The FCC has set a deadline of January 2013 for all users of the 25KHz radio spectrum to narrow their frequency to 12.5KHz. An assessment was completed and found at least an additional \$260,000 were needed for county departments alone to meet this deadline, as many departments are using older radio equipment that cannot be programmed to the required 12.5 KHz. These funds will be utilized to decrease the burden on public safety county departments, by directly purchasing radios which meet the required standards.

Committee Action:

None due to the routine nature of the request.

Fiscal Impact:

There will be no negative impact to the general fund. The 20% required matching funds have been met.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

102-11

AUDITOR - CONTROLLER TRANSFER NO. _____

COUNTY OF YUBA

DATE: 2/14 20 11

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

DEPARTMENT EMERGENCY SERVICES / CAO

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-4200-427-28-04		\$100,000
101-0000-361-5806		\$100,000

ACCOUNT NO.	NAME	AMOUNT
101-4200-427-28-04		\$100,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: EMERGENCY SERVICES WAS ALLOCATED AN ADDITIONAL \$100,000 OF DELEGATED FUNDS THROUGH CALENA FROM THE PUBLIC SAFETY INTEROPERABILITY COMMUNICATIONS GRANT. APPROVAL TO SEER FUNDING THROUGH THIS GRANT WAS APPROVED BY THE BOS IN 2008.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

Emergency Svs Officer
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

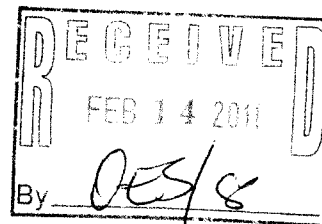
Date



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

February 5, 2011

Scott Bryan
Yuba County Emergency Services
Office of the County Administrator
915 8th St. #117
Marysville, CA 95901



SUBJECT: NOTIFICATION OF ADDITIONAL FUNDING
Fiscal Year (FY) 2007 Public Safety Interoperable Communications (PSIC)
Grant Program
Yuba County
Cal EMA ID #: 115-00000
Grant # 2007-2008

Dear Mr. Bryan:

The California Emergency Management Agency (Cal EMA) has identified the grantee named above to receive additional Public Safety Interoperable Communication (PSIC) funding in the amount of \$100,000. In order to complete this reimbursement of funds, Cal EMA will need to receive and approve a FY 2007 Financial Management Forms Workbook with additional award funds added by means of a Modification.

Funds awarded under this allocation will be subject to the requirements set forth in the FY 2007 PSIC Federal Guidance and Application Kit.

Cal EMA is available to provide technical assistance throughout the entire grant process. For assistance, please contact your Program Representative, Peter Town, at (916) 322-1503 or Peter.Town@calema.ca.gov.

Thank you for your work in protecting California. We look forward to working with you and appreciate your cooperation and support.

Sincerely,

BRENDAN A. MURPHY
Director of Grants Management

3650 SCHRIEVER AVENUE MATHER, CA 95655
HOMELAND SECURITY, PROP1B AND EMERGENCY MANAGEMENT BRANCH
(916) 324-9200 PHONE • (916) 322-9053 FAX

2/14/11 copy to CAG(s)

The County of Yuba

OFFICE OF EMERGENCY SERVICES



(530) 749-7520 - PHONE
(530) 749-7524 - FAX

BOARD MEMO

COPY

To: Board of Supervisors

From: Aaron Ward
Office of Emergency Services

Subject: FY 07 Public Safety Interoperable Communications Grant (PSIC)

Date: July 22nd, 2008

Recommendations:

Adopt resolution authorizing the Director of Emergency Services or his designee to execute and submit an application for the FY 07 Public Safety Management Performance Grant and follow through herein.

Background/Discussion:

The FY 07 PSIC supports radio operable and interoperable communications in the Operational Area, Region, and State level by improving communications infrastructure. This will help to support first responders such as law enforcement, fire services, OES, Public Health and other agencies and/or departments utilizing radio communications.

Committee Action:

This grant was developed and approved on November 20th, 2007 by the Multi-Jurisdictional Terrorism Task Force, a sub-committee of the Yuba County Operational Area Disaster Council.

Fiscal Impact:

The FY 07 PSIC grant has a 20% match requirement, for equipment purchases only. This match will be met by in-kind man hours and benefits paid to county employees and through equipment purchases included in the budgets of participating agencies. This grant will have no additional impact on the general fund. The total amount awarded to the Yuba County Operational Area for the FY 07 PSIC is \$161,000 with a match of \$30,250.

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING	)	RESOLUTION NO. 2008-93
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES OR ITS DESIGNEE TO SUBMIT)	
FY 07 PUBLIC SAFETY INTEROPERABLE)	
COMMUNICATIONS GRANT PROGRAM)	
AND FOLLOW THROUGH THEREON)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or its designee is hereby authorized to execute and submit a grant application for and on behalf of the County of Yuba, a public entity established under the laws of the State of California, and to execute other necessary documents, subject to approval by County Counsel, to obtain funds if the grant is awarded to the County of Yuba under the FY 07 PSIC Grant Program and is hereby authorized to accept and make budget transfers of funds for the term of the grant agreement.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the 22nd, day of July 2008, by the following vote:

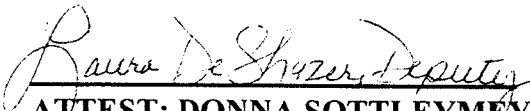
AYES: Supervisors Logue, Nicoletti, Griego, Schrader, Stocker

NOES: None

ABSENT: None



DAN LOGUE
Chairman



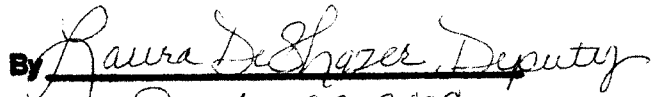
ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



DANIEL G. MONTGOMERY
COUNTY COUNSEL

The foregoing instrument is a Correct Copy of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the County of Yuba, State of California

By 
Date: July 23, 2008

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT




103-11

Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: March 1, 2011

SUBJECT: Memorandum Of Understanding (MOU) with Sutter-Yuba Mental Health Services for therapeutic services

RECOMMENDATION: Board of Supervisors approval of the attached two original copies of the MOU between Sutter-Yuba Mental Health Services (SYMHS) and the County of Yuba, on behalf of its Health and Human Services Department, for therapeutic services provided under the Supportive and Therapeutic Options Program (STOP) is recommended.

BACKGROUND: Health and Human Services is annually allocated State General funds for the STOP program, which provides funding for therapeutic treatment and services for at risk children and their families who are unable to access needed services through other existing funding mechanisms.

DISCUSSION: Since 2001, the Health and Human Services and Probation Departments of Yuba County have joined in a collaborative arrangement with Sutter-Yuba Mental Health Services for the provision of therapeutic treatment and services to youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall under the STOP program. This MOU is a two-year renewal of that agreement for the term of July 1, 2010 through June 30, 2012. The STOP allocation for fiscal year 2010/2011 is \$21,392.00 and the same amount of allocation is anticipated for fiscal year 2011/2012. Funding for STOP is shared at 70 percent state and 30 percent matching county funds. Sutter-Yuba Mental Health will invoice Yuba County Health and Human Services for the entire cost of services provided and Sutter-Yuba Mental Health will be reimbursed the amount claimable (70 percent) to STOP funding. The 30 percent county match is met by the unreimbursed costs for services provided by Sutter-Yuba Mental Health Services. By utilizing the STOP funds in this manner, the County is providing needed therapeutic services to children who would not otherwise have access to these services.

COMMITTEE: The Human Services Committee recommended approval on February 22, 2011.

FISCAL IMPACT: Approval of this MOU will not impact County funds. Through STOP funding, this MOU will allow Sutter-Yuba Mental Health Services to be reimbursed 70 percent of its costs for providing therapeutic treatment services.

THIS PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2010, by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of therapeutic services under the Supportive and Therapeutic Options Program ("STOP").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated under a Joint Powers Agreement between Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for the administration of its STOP program pursuant to its STOP County Plan approved by the California Department of Social Services; and
- d. MENTAL HEALTH has the experience and the expertise to provide therapeutic services under the STOP program.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2010

Termination Date: June 30, 2012

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety days. The purpose of this

RECEIVED

automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a novation or renewal agreement for MENTAL HEALTH and YCHHSD approval.

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

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles is the representative of YCHHSD and will administer this Agreement for YCHHSD. Brad Luz is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. MENTAL HEALTH shall:

- A. Provide therapeutic services to youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall either with MENTAL HEALTH staff or through a separate agreement with a subcontractor. Under this MOU, two therapists will provide a combination of assessment, crisis intervention, and individual, group and family counseling services to these youth in compliance with the program requirements of the STOP program.
- B. MENTAL HEALTH agrees to collect, compile and provide all statistical data on the youths served pursuant to this MOU, as required under the STOP program for reporting purposes. This data shall include but may not be limited to:
 - The number and ages of children that received "aftercare" services;
 - The number and ages of children that received "prevention" services;
 - The living arrangement of the children served at the time services began; and
 - The types of services provided.

- C. To provide this data, MENTAL HEALTH agrees to complete and submit the Quarterly Statistical Report (Attachment A) for each fiscal quarter for which MENTAL HEALTH submits an invoice for STOP funding. This Quarterly Statistical Report shall include all of the data requested for the children that MENTAL HEALTH provided therapeutic services to during the report period. The report period for the Quarterly Statistical Report shall coincide with the fiscal quarter invoiced.

4. FISCAL PROVISIONS

- A. Upon receipt of proper claims, YCHHSD agrees to reimburse MENTAL HEALTH for the cost of services provided in accordance with the following schedule:

- 1) The maximum initial reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be 70 percent of the amount invoiced. The maximum initial amount reimbursed by YCHHSD to MENTAL HEALTH shall not exceed the amount of \$21,392.00 (Twenty-One Thousand Three Hundred Ninety Two Dollars) allocated YCHHSD for the STOP program by the California Department of Social Services for each fiscal year during the term of this MOU. By mutual agreement, at the beginning of the second fiscal year in which this MOU is in effect, the maximum initial amount payable under this MOU may be reviewed, renegotiated and amended as agreed upon by both parties.
- 2) MENTAL HEALTH shall submit detailed invoices, with copies of back-up documentation and a completed Quarterly Statistical Report attached, for payment after completion of services on a quarterly basis. Such invoices shall be submitted no later than the fifteenth (15th) day of the month following the end of the fiscal quarter in which services were provided (*i.e. Fiscal Quarter: July through September; invoice due by 10/15*).
- 3) Once the maximum initial reimbursable amount of \$21,392.00 (Twenty-One Thousand Three Hundred

Ninety Two Dollars) has been paid to MENTAL HEALTH for any fiscal year in which this MOU is in effect, MENTAL HEALTH shall continue to submit detailed invoices for services, which YCHHSD shall report to the California Department of Human Services. In the event that, as a result of an annual audit closeout, the California Department of Human Services allocates additional unspent funds for any fiscal year in which this MOU is in effect, YCHHSD shall utilize these funds to reimburse MENTAL HEALTH 70 per cent of the costs of services invoiced but unpaid by the initial allocation, to the extent covered by the additional funds made available for that particular fiscal year.

4) MENTAL HEALTH agrees and understands that in order to receive reimbursement through STOP funding, the costs of services provided by MENTAL HEALTH must be funded by other than state or federal funds.

B. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.

C. This MOU is valid and enforceable only if sufficient funds are made available to YCHHSD from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process which affect the provision or terms of this MOU in any manner.

D. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. MENTAL HEALTH shall reimburse the

YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

5. GENERAL PROVISIONS

- A. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- B. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of four (4) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited four (4) year period.
- C. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- D. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- E. MENTAL HEALTH warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.
- F. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

6. TERMINATION

Notwithstanding any other provision of this MOU, This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

7. ENTIRE AGREEMENT

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MENTAL HEALTH and contains all the covenants and agreements between parties with respect to the rendering of such services in any manner whatsoever. This MOU may be modified only by written agreement executed by all of the parties to this MOU.

8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCHHSD:
Suzanne Nobles, Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Ste 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th St., Ste 111
Marysville, CA 95901

If to MENTAL HEALTH:
Brad Luz, Director
Sutter-Yuba Mental Health
Services
1965 Live Oak Blvd
P.O. Box 1520
Yuba City, CA 95992

With A copy to:
County Counsel
County of Sutter
1160 Civic Center
Dr.
Yuba City, CA 95991

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

YUBA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

by: Suzanne Nobles
Suzanne Nobles, Director

On: 2/10/2011
(Date)

APPROVED AS TO FORM:

Angil P. Morris-Jones
Angil P. Morris-Jones
YUBA COUNTY COUNSEL

YUBA COUNTY BOARD OF
SUPERVISORS

ATTEST:
DONNA STOTTMAYER
YUBA COUNTY CLERK OF THE
BOARD

Roger Abe, Chair (Date)

SUTTER-YUBA MENTAL HEALTH

by: Brad Luz
Brad Luz, Director

On: 1-24-11
(Date)

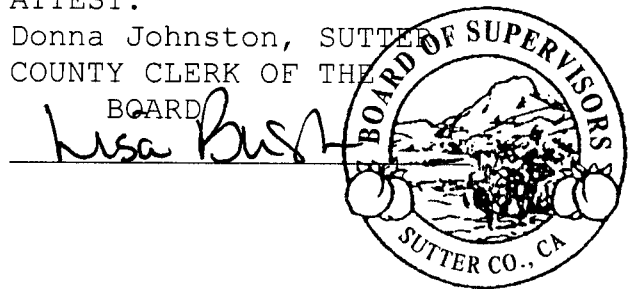
APPROVED AS TO FORM:

Ronald S. Erickson
For: RONALD S. ERICKSON
SUTTER COUNTY COUNSEL

SUTTER COUNTY BOARD OF
SUPERVISORS

ATTEST:
Donna Johnston, SUTTER
COUNTY CLERK OF THE
BOARD

James Gallagher 2-1-11
James Gallagher, Chair (Date)



YUBA COUNTY SUPPORTIVE and THERAPEUTIC OPTIONS PROGRAM (STOP)

Quarterly Statistical Report

Agency Name: _____

Report Period: _____

Name of Person Completing Report: _____

Telephone Number of Above Person: _____

I. NUMBERS SERVED

For those youth served for whom STOP funds will be claimed for the Report Period, please identify:

1. Of the number of children that received "Aftercare" services,

a. The total unduplicated count of children ages 0-18 served _____

b. The total unduplicated count of children over age 18 and up to age 19 served _____

2. Of the number of children that received "Prevention" services,

a. The total unduplicated count of children ages 0-18 served _____

3. Of the children served, the total unduplicated number residing in each type of living arrangement at the time or immediately prior to services claimed :

a. Group Home _____

b. Foster Family Home _____ *

*Of those is foster Family Homes, how many were under

the umbrella of FFA? _____

c. At home (parent/relative) _____

II. SERVICES DELIVERY

For those children that received "Aftercare" services and for whom STOP funds will be claimed for the

Report Period, please check the services provided:

Individual counseling _____

Group counseling _____

Family counseling _____

Respite care _____

Crises response _____

Anger Management _____

Tutoring _____

Other (List) _____

GED preparation _____

Day treatment _____

Vocational skills training _____

Recreational services _____

Parent Education _____

Job counseling _____

Transportation _____

Medical/Dental _____

For those children that received "Prevention" services and for whom STOP funds will be claimed for the

Report Period, please check the services provided:

Individual counseling _____

Group counseling _____

Family counseling _____

Respite care _____

Crises response _____

Anger Management _____

Tutoring _____

Other (List) _____

GED preparation _____

Day treatment _____

Vocational skills training _____

Recreational services _____

Parent Education _____

Job counseling _____

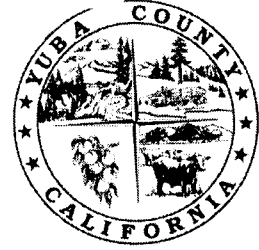
Transportation _____

Medical/Dental _____

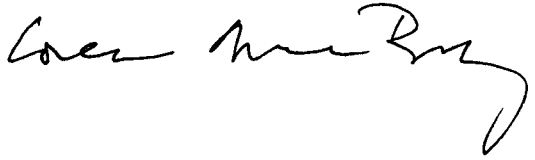
Attachment A

Yuba County Library

303 Second Street
Marysville, CA 95901
FAX: (530) 741-3098 TELEPHONE: (530) 749-7380



Memorandum

To: Board of Supervisors
From: Loren McCrory, Library Director 
Date: March 8th, 2011
Subject: Closure of Library on 5/28/2011, 7/2/2011 & 9/3/2011

Recommendation:

The library requests the Board of Supervisors approve the modified closure schedule for the library: Saturday, 28th May 2011, Saturday 2nd July, 2011 and Saturday, 3rd September, 2011.

Background:

The usage of the library during long weekends is traditionally very low. Therefore the library requests BOS approval to be closed on Saturday, 28th May 2011, for the legal holiday of Memorial Day on 5/30/2011. Saturday 2nd July, 2011, for the Independence Day holiday on 7/4/2011. Saturday, 3rd September, 2011 for the Labor Day holiday on 9/5/2011.

Committee Action:

The Human Services Committee recommended approval at their March 1st, 2011 meeting.

Fiscal Impact:

There is no fiscal impact.

THIS PAGE INTENTIONALLY LEFT BLANK



COUNTY

DEPARTMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOUG McCOY - Director

TARA REPKA FLORES - Assistant Director



106-11

(530) 749-7880
FAX (530) 749-7884

March 8, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, DIRECTOR OF ADMINISTRATIVE SERVICES

SUBJ: APPROVE RESOLUTION TO ADOPT ENVIRONMENTAL PURCHASING POLICY

RECOMMENDATION:

Approve the resolution endorsing an Environmental Purchasing Policy and authorize the Chair to sign same.

BACKGROUND:

To be consistent with the requirement of Assembly Bill 939, requiring a 50% reduction of material going to landfills, and the economics of effectively managing costs for solid waste disposal, Yuba County wishes to adopt and promote the use of recycled/recyclable supplies and material as a County priority.

DISCUSSION:

The purpose of this policy is to support the purchase of recycled and environmentally preferred products, when feasible, in order to minimize environmental impacts relating to the performance of County functions. Through this policy the County will endeavor to purchase environmentally preferable products whenever they perform satisfactorily and are available at a reasonably competitive price, reduce the amount of waste of consumable materials and encourage staff to reduce their consumption of resources.

When/if the resolution to adopt an environmental purchasing policy is approved, Public Works will be eligible to apply for grants funded through the Department of Resources Recycling and Recovery (Cal Recycle) for contributions towards rubberized asphalt concrete and chip seal projects.

COMMITTEE ACTION:

The issue was not discussed at the Land Use and Public Works Committee due to grant deadlines.

FISCAL IMPACT:

There is no local match required for this grant.

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

**ADOPT THE ENVIRONMENTAL)
PURCHASING POLICY FOR)
YUBA COUNTY)**

RESOLUTION NO. _____

WHEREAS, the California Integrated Waste Management Act of 1989 (AB 939) mandates that cities and counties reduce the amount of waste being disposed by 50 percent, and that they participate in and promote waste reduction, reuse, and recycling programs; and

WHEREAS, the County of Yuba's participation in and promotion of recycling programs can significantly reduce the volume of material entering the waste stream, thereby conserving natural resources; and

WHEREAS, in order for recycling programs to be effective, markets for recycled post-consumer materials must be developed; and

WHEREAS, implementation of this policy is intended to broaden the use of recycled content products currently purchased and increase the recycled content of products purchased and used by the County of Yuba, its contractors and customers; and

WHEREAS, the County of Yuba's commitment to the purchase of recycled materials will foster market development for recycled products; and

WHEREAS, this policy will further contribute to the County's compliance with State requirements that counties undertake and support market development activities.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors adopts the attached Environmental Purchasing Policy for the County of Yuba to purchase recycled content products and engage in sustainable practices.

PASSED AND ADOPTED this _____ day of _____ 2011, by the
Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

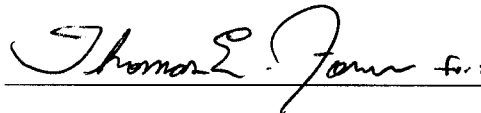
ABSTAIN:

Chair

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL



County of Yuba
Waste Reduction and Recycling Directive

I. Purpose

The purpose of this policy is to support the purchase of recycled and environmentally preferred products in order to minimize environmental impacts relating to the performance of County functions. We strongly encourage the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonably competitive price.

Consistent with the requirement of Assembly Bill 939, requiring a 50% reduction of material going to landfills, and the economics of effectively managing costs for solid waste disposal, Yuba County shall adopt and promote the use of recycled/recyclable supplies and materials as a County priority. In doing so, the Department shall:

1. Encourage waste prevention, recycling, market development and use of recycled or recyclable material through lease agreements, contractual relationships and purchasing practices with vendors, contractors, businesses and other governmental agencies.
2. Adopt waste prevention, recycling and use of recycled supplies or materials as a County policy, where possible.
3. Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed.

II. General Policies

1. The County will incorporate the concept of resource conservation including waste reduction and recycling as practical.
2. The County shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
3. The County will decrease the amount of waste of consumable materials by reducing the amount of consumable materials wherever possible and ensuring that consumable materials are fully utilized prior to disposal.
4. The County shall encourage staff to reduce their consumption of resources by encouraging recycling of their paper products.

III. Exemption

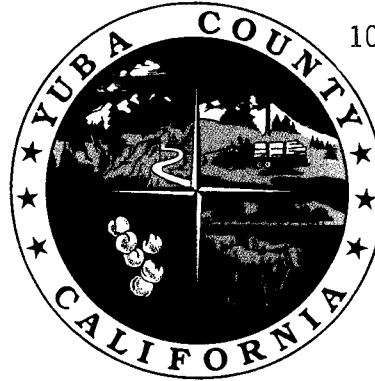
The above policy shall not be construed as requiring the purchase of products that do not perform adequately and/or not reasonable available at a reasonable cost.

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



107-11

BUILDING
749-5440 • Fax 749-5616

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

March 8, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Retroactively: Approve Change Order No 1, Accept La Porte Road Pavement Rehabilitation ARRA Project as Complete and Authorize Public Works Director to Sign Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors retroactively approve Change Order No. 1, accept the La Porte Road Pavement Rehabilitation ARRA project as complete and retroactively authorize the Public Works Director to sign the Notice of Completion.

BACKGROUND:

Knife River, Inc. was awarded the contract for the La Porte Road ARRA Project in the amount of \$718,417.00 on June 16, 2009. The project consisted of placing a hot mix asphalt overlay over pavement reinforcing fabric, placing shoulder backing and traffic striping on La Porte Road from Challenge Cut Off Road to the westerly Yuba/Butte County Line and from the easterly Yuba/Butte County Line past Road 100.

DISCUSSION:

A mistaken quantity in Bid Item 3 "Hot Mix Asphalt, Type A" was found after award of the project. The quantity was adjusted to fit the approved project scope and limits. The additional AC tonnage was placed without getting prior approval from the Board since stopping the project to get such approval would have increased the cost of the project by incurring additional mobilization expenditures. The placement of the additional material resulted in a contract change order, including traffic control and acceptance testing, in the amount of \$99,788.76. As per Public Contract Code 20137 a four-fifths (4/5) vote by the board of Supervisors is required for approval of a contract change order of this size. The Contractor completed the work in 2009 and provided adequate documentation for project close out to Public Works.

COMMITTEE ACTION:

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

FISCAL IMPACT:

There is no impact to the General Fund. This project was funded 100% through the American Recovery and Reinvestment Act.

Yuba County Public Works

CONTRACT CHANGE ORDER NO. 1

Road/Project La Porte Road Rehabilitation Sheet 1 Of 1 Sheets

Federal No.(s) _____ Contract No. 2009 - 2216

To Knife River Construction, Inc. Contractor

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment is actually used and no allowance will be made for idle time.

Change requested by: **Engineer**

The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

1. Furnish additional Traffic Control.

Cost = \$10,000.00

2. Furnish additional Acceptance Sampling and Testing.

Cost = \$1,500.00

2. Furnish and place 1,522.22 tons additional hot mix asphalt (Bid Item No. 3) at unit cost of \$58.00 per ton.
(1,522.22 x 58 = \$88,288.76)

Cost = \$88,288.76

Total Estimated Cost : \$99,788.76

By reason of this order the time of completion will be adjusted as follows: **No Additional Working Days**

Submitted by: Retetsdory Date 8-6-09

Resident Engineer

Approval Recommended: Tam Date 8/6/09

Approved: Engineer by Director of Public Works Date 8/10/09

Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date 8/5/09 Contractor Todd

By TODD GARMAN Title CONSTRUCTION MANAGER

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

THIS PAGE INTENTIONALLY LEFT BLANK

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: March 8, 2011
TO: Board of Supervisors *Martha K. Wilson*
FROM: Martha K. Wilson, Human Resources Director
Suzanne Nobles, Director of Health & Human Services

RECOMMENDATION

Approve recommendation to abolish a Senior Welfare Fraud Investigator and establish a Supervising Welfare Fraud Investigator and adopt Resolution(s) amending the Departmental Position Allocation Schedule and the Classification System - Basic Salary/Hourly Schedule as they relate to the Health and Human Services Department effective 3/1/2011.

BACKGROUND

Currently there is a Senior Welfare Fraud Investigator classification allocated to provide lead direction to the Welfare Fraud Unit in Health and Human Services. The Welfare Fraud Unit reports directly to a Deputy Director. The organizational structure currently presents several challenges.

DISCUSSION

The Welfare Fraud Investigation unit has historically reported to a Chief Investigator under a Deputy Director. After the Chief Investigator position became vacant at the end of 2003 the unit reported temporarily to a Deputy Director. The Chief Investigator classification was permanently removed in 2004 leaving the Welfare Fraud Unit reporting directly to the Deputy Director. The current reporting structure is not the most efficient use of resources at a time when the Department is seeking to minimize cost and increase efficiency. It is not only organizationally efficient but economically sensitive to abolish the Senior Welfare Fraud Investigator position and establish a Supervising Welfare Fraud Investigator classification to assume the first-level supervisory duties for the Welfare Fraud unit. There is no salary change necessary as a recent salary study of the Supervising Welfare Fraud Classification market reveals that Yuba County is already at parity with supervisory level compensation. This change was initiated as part of the Mid-Year process but was not complete prior to adoption of the Mid-Year budget.

COMMITTEE

This item has bypassed committee due to a time sensitive nature and comes directly to the Board.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS:

1. Supervising Welfare Fraud Investigator Classification Specification

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

IN RE:

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM – BASIC SALARY
SCHEDULE NO. 2009-89

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective **March 1, 2011**.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
SWFI	Senior Welfare Fraud Investigator	3	4,870	28.10	6	5

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
SUWF	Supervising Welfare Fraud Investigator	5	4,870	28.10	6	5

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2011 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna C. Stottmeyer
Clerk of the Board

APPROVED AS TO FORM: Angil P. Morris-Jones
County Counsel

By: _____

By: 

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

IN RE:

RESOLUTION AMENDING THE
DEPARTMENTAL POSITION ALLOCATION
SCHEDULE NO. 2010-112

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department is amended effective **March 1, 2011** as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Health and Human Services	Senior Welfare Fraud Investigator	1

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Health and Human Services	Supervising Welfare Fraud Investigator	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2011 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottmeyer
Clerk of the Board

APPROVED AS TO FORM: Angel P. Morris-Jones
County Counsel

By: _____

By:  _____

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Supervising Welfare Fraud Investigator
ALLOCATION: Health and Human Services Department
FLSA STATUS: Non-exempt
UNION AFFILIATION: YCEA

ESTABLISHED: February 2011

JOB SUMMARY:

Under general direction supervises, plans, assigns, directs, monitors, reviews and evaluates the work of Welfare Fraud Investigators and associated staff; performs the full range of field service and legal investigative work for the Health and Human Services Department primarily involving welfare fraud matters; recoups money obtained through error or fraudulent methods; locates a variety of individuals involved in potential welfare fraud cases; prepares cases for prosecution; may serve subpoenas, warrants and other legal documents and arrest suspects as required; performs related work as assigned.

This is the supervisory level in the investigative series assigned to the Health and Human Services Department.

CLASS CHARACTERISTICS:

This position reports directly to the Deputy Director of Health and Human Services. This class is distinguished from the Deputy Director of Health and Human Services in that the latter is responsible for planning, organizing and administering major departmental functions for a wide range of programs. This class is further distinguished from sworn staff with investigative assignments in the Sheriff's department or the District Attorney's office by the fact that investigations relate specifically to the area of welfare fraud. Although this is a peace officer position under Penal Code 830.35 it is not designated as 'safety' by PERS for retirement purposes.

EXAMPLES OF DUTIES:

Essential:

- Supervise, assign, plan, review, and evaluate the work of welfare fraud investigative staff; review completed investigations to determine completeness, adequacy of charge and sufficiency of documentation in accordance with the appropriate rules of evidence..
- Implement County, departmental and divisional policies, procedures, and service standards in conjunction with management; evaluate workforce and resource needs of assigned staff; ensure adherence to quality standards, deadlines, and proper procedures, correcting errors or problems.
- Complete performance evaluations of subordinate staff; evaluate staffs' job performance and conformance to regulations; provide direction, encouragement, and praise through regular feedback sessions; discuss job performance problems with staff in order to identify causes and issues, and to work on resolving problems; recommend discipline and implement discipline procedures as needed/directed.
- Participate in the selection of staff including, conducting interviews and making staffing recommendations to management.
- Participate in staff development activities designed to orient investigative staff in social service program objections and social service staff to investigative unit's needs, objectives and methods of protecting the rights of citizens suspected of fraudulent or failure to support activities; train and advise investigators on the pertinent elements of fraud, the order and techniques of investigation, the development of sources of information and the interpretation of pertinent laws and regulations.
- Prioritize, and issue work schedules, deadlines, and duty assignments of assigned staff; coordinate activities with other unit supervisory personnel, and with other departments to ensure the technical performance of various departmental and/or County-wide systems and projects; supervise project implementation.
- Review changes in laws, regulations and procedures impacting the welfare fraud unit; make recommendations for implementation.
- Perform the full range of welfare fraud duties; conduct a variety of complex administrative, civil and criminal investigations, including welfare fraud, theft, embezzlement, and claims against the department or department personnel; handle the more complex or sensitive fraud cases.
- Prepare investigative and administrative reports as required.
- Carry a firearm and other applicable law enforcement safety equipment and maintain applicable proficiency certifications.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Locate suspected welfare fraud by using various tracing methods such as accessing D.M.V. records, criminal justice records, and by contacting utilities, law enforcement agencies, credit services, various governmental agencies, friends and family members and similar means.
- Take statements from victims, witnesses, defendants, and others connected to a specific case; gather evidence and documentation and maintains chain of evidence pursuant to issuance of the criminal complaint; request, receive and review information regarding law enforcement investigations pertinent to cases being investigated.
- Prepare and execute search warrants; locate and serve subpoenas, summons, warrants, compelling orders, orders to show cause and other legal documentation to individuals.
- Prepare reports regarding assigned case investigative findings and, if appropriate, request the production of a criminal complaint from the District Attorney's office; work with District Attorney staff to develop a viable case.
- Provide assistance to other law enforcement jurisdictions by locating individuals and serving various legal documents; arrest persons violating court orders, bench warrants or interfering with enforcement of writs when related to welfare fraud.
- Testify in court as required.
- Maintain accurate records of cases and service.
- Provide security presence and safety supervision at a designated evacuation center or shelter during a situation involving Yuba County disaster response.
- Respond to disturbances posing a risk of harm to the public or staff, within social services facilities or parking lot areas.
- Use standard office equipment, including a computer, during the course of the work.
- Drive a vehicle to visit sites under investigation, collect information and transport witnesses and others.

EMPLOYMENT STANDARDS:**Knowledge of:**

- Business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- Basic supervisory principles and practices.
- Principles and practices of employee supervision, including selection, work planning and organization, performance review and evaluation and employee training and discipline.
- Law enforcement terminology and methods, including rules of evidence and of civil and criminal service procedures.
- Provisions of the Penal Code of the State of California.
- Applicable federal and California court decisions, laws, codes and regulations.
- Safety principles, practices and equipment related to the work, including those related to the use of firearms.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, often where relations may be confrontational or strained.
- Record keeping principles and practices related to investigations, case preparation and preparing comprehensive reports.

Skill in:

- Motivating, developing, and directing people as they work, identifying the best people for the job.
- Leadership, scheduling and supervising staff, skills training, and delegating tasks and authority.
- Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.
- Monitoring and assessing the performance of one's self, other individuals, or processes to make improvements or take corrective action.
- Planning, assigning, organizing, supervising, reviewing and evaluating the work of staff.
- Training staff in work procedures.
- Applying and explaining California court decisions, federal, state and local laws related to the service and enforcement of civil processes.
- Effectively analyzing situations, remaining calm and adjusting actions in relation to others' actions in tense or hazardous situations.

- Persuading others to mitigate their behavior and diffuse a potentially confrontational situation.
- Being aware of others' reactions and understanding why they react as they do.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Making rapid, sound, independent judgments within legal and procedural guidelines.
- Maintaining accurate records and files.
- Preparing clear and concise written reports, correspondence and other written materials.
- Verbally presenting investigative findings or testimony in a clear, logical, and concise manner.
- Using initiative and independent judgment within established procedural guidelines.
- Organizing own work, setting priorities and meeting critical deadlines.
- Effectively using tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Ability to:

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Develop specific goals and plans to prioritize and organize own work and meet critical deadlines.
- Understand and follow oral and written direction to perform required tasks.
- Gather, assemble, analyze and evaluate pieces of information, facts and evidence to draw logical and valid conclusions (including finding a relationship among seemingly unrelated events).
- Communicate information and ideas effectively and so others will understand.
- Tell when something is wrong or likely to go wrong.
- Maintain composure, keep emotions in check, control anger, and avoid aggressive behavior, even in very difficult situations.
- Deal effectively with manipulative, hostile or antisocial behavior in others.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Assess the credibility of witnesses and appropriately articulate in writing.
- Maintain department issued firearm and safety equipment in working condition.
- Drive a County motor vehicle to visit sites under investigation and transport witnesses and others.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group II) which will measure the ability to:

- See well enough to read fine print and view a computer screen for prolonged periods of time; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Mobility to work in a typical office and/or public safety setting.
- Strength and stamina to stand and/or walk for an extended period of time.
- Strength to control, restrain, arrest and/or eject individuals or use physical force as needed.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- A typical public safety environment.
- Works in all types of communities throughout Yuba County and neighboring counties.
- Work with exposure to individuals who may be hostile or place the incumbent in a potentially harmful situation.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment.
- Possess and maintain California PC 832 with firearms certification.
- Possess and maintain California P.O.S.T. Specialized Investigators' Basic Course or P.O.S.T. Basic Certificate.

Special Requirements:

- Must meet the State of California requirements for peace officer status, including: passing a detailed background investigation with a fingerprint check, having no felony convictions, passing a medical and psychological exam, being at least 18 years of age, being a U.S. Citizen or a permanent resident alien who is eligible for and has applied for citizenship.
- Must successfully complete an extensive and thorough background investigation which includes Live Scan fingerprinting and a credit check.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Two years of college (60 semester units) from an accredited college or university with major coursework in law enforcement, administration of justice, criminology or a related field and three years experience equivalent to the County's classification of Welfare Fraud Investigator.

PREFERRED: In addition to the minimum, a Bachelor's Degree in Administration of Justice, Criminology or a related field, additional years of experience equivalent to the County's classification of Welfare Fraud Investigator, and lead experience in a Welfare Fraud Investigator capacity;

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Health & Human Services Approval:
Suzanne Morales
Date: _____

EEOD: E
WC: 7000

Human Resources Approval: _____
Date: _____

Signature: _____

Verbal: _____

THIS PAGE INTENTIONALLY LEFT BLANK



*ORDINANCES
AND
PUBLIC HEARINGS*

THIS PAGE INTENTIONALLY LEFT BLANK

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



109-11

BUILDING
749-5440 • Fax 749-5616

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

DATE: March 8, 2011

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
Debee McNally, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 5792 'A' Rupert Avenue, Marysville (East Linda), 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 the recording of a lien regarding the subject address.

BACKGROUND: On October 28, 2010, property owners Wayne W. & Patricia A. Wallis were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant, substandard and dangerous mobilehome; overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash and debris.

Wayne W. & Patricia A. Wallis did not request a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did they correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on November 29, 2010 and December 1, 2010. The demand for payment sent to Wayne W. & Patricia A. Wallis remains unpaid, the total due now being \$5,261.50. Please refer to Attachment A for the Cost Accounting.

Wayne W. & Patricia A. Wallis has 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 reflected in Attachment A are accurate and reasonable and whether such costs 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.

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.	CE10-0329
)		
Plaintiff,	)	RE:	5792 'A' Rupert Avenue
	)		Marysville (East Linda),
			CA
vs.)		
	)	APN:	021-321-014
Wayne W. Wallis &)		
Patricia A. Wallis	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 021-321-014 is located at 5792 'A' Rupert Avenue, Marysville (East Linda), CA 95901, and is owned by Wayne W. & Patricia A. Wallis.
2. On October 28, 2010, property owners Wayne W. & Patricia A. Wallis were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant, substandard and dangerous mobilehome; overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash and debris.
3. Wayne W. and Patricia A. Wallis did not request a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did they abate the violations as ordered.
4. On November 29, 2010 and December 1, 2010, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owners Wayne W. & Patricia A. Wallis were served with written notice of this hearing.
6. A Hearing was held on March 8, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs 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, Wayne W. & Patricia A. Wallis were () were not () present.
- 7. The administrative and abatement costs incurred totaled: \$5,261.50.

CONCLUSIONS OF LAW

1. Wayne W. & Patricia A. Wallis were properly notified to appear before the Board of Supervisors on March 8, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs for the property located at 5792 'A' Rupert Avenue, Marysville (East Linda), CA, APN 021-321-014, 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 regarding APN 021-321-014 were properly incurred in the amount of \$5,261.50 and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that the administrative and abatement costs to date incurred by the County of Yuba in the amount of \$5,261.50 shall be an assessment against the property located at 5792 'A' Rupert Avenue, Marysville (East Linda), CA, APN 021-321-014.
2. It is hereby found and ordered that administrative and abatement costs 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 shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. 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 8th day of March 2011, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairperson of the 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: March 8, 2011

Case #: CE10-0329

APN: 021-321-014

Owner: Wayne W. & Patricia A. Wallis

Situs: 5792 'A' Rupert Avenue, Marysville (East Linda), CA 95901

Date	Reason for Charge	Hours	Total
08-Nov-10	Prepared & Mailed Request for Proposal (RFP)	1.00	\$ 105.00
17-Nov-10	Prepared & Recorded Notice of Non Compliance	.50	52.50
29-Nov-10	Conducted Abatement	4.00	420.00
01-Dec-10	Completed Abatement	1.00	105.00
08-Mar-11	Prepare Hearing Documents and Presentation	4.00	420.00
08-Mar-11	Prepare Notice of Compliance	.50	52.50
08-Mar-11	Prepare Release of Abatement Lien	.50	52.50
	Total Staff Hours Billed at \$105.00 per Hour	11.50	\$ 1,207.50
28-Oct-10	Unpaid Billing Statement # 407		630.00
03-Dec-10	Reimbursement of Contractor's Fee (G.W. Demolition)		3,400.00
08-Mar-11	Recording Fee, Two Documents		24.00
	Total		\$5,261.50



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

Wayne W. & Patricia A. Wallis
5792 Rupert Avenue
Marysville, CA 95901

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 March 8, 2011, 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 for the property located at 5792 'A' Rupert Avenue, Marysville (East Linda), CA, APN 021-321-014, 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 reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

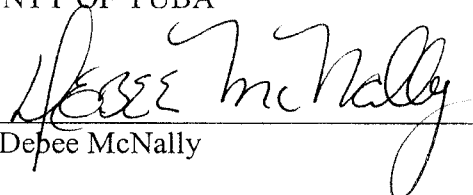
Dated: February 18, 2011

Certified Mail # 7003 0500 0005 1306 2176

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY:


Debee McNally

Attachment B

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



BUILDING
749-5440 • Fax 749-5616

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

DATE: March 8, 2011

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
Debee McNally, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 6137 Park Avenue, Marysville (East Linda), 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 October 5, 2010, property owner Bank of America was served with a Notice and Order to Abate Public Nuisance ordering it to correct or remove code violations consisting of an abandoned, burnt dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash, and debris.

Bank of America did not request a hearing to show cause why the use of its property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did it correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on November 30, 2010 and December 1, 2010. The demand for payment sent to Bank of America remains unpaid, the total due now being \$8,284.25. Please refer to Attachment A for the Cost Accounting.

Bank of America has 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.

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.	CE09-0358
)		
Plaintiff,	)	RE:	6137 Park Avenue
	)		Marysville (East Linda),
			CA
vs.)		
	)	APN:	020-070-017
Bank of America)		
	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 020-070-017 is located at 6137 Park Avenue, Marysville (East Linda), CA 95901, and is owned by Bank of America.
2. On October 5, 2010, property owner Bank of America was served with a Notice and Order to Abate Public Nuisance ordering it to correct or remove code violations consisting of an abandoned, burnt dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash and debris.
3. Bank of America did not request a hearing to show cause why the use of its property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did it abate the violations as ordered.
4. On November 30, 2010 and December 1, 2010, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owner Bank of America was served with written notice of this hearing.
6. A Hearing was held on March 8, 2011 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 owner, Bank of America was () was not () present.

7. The administrative and abatement costs and penalties incurred totaled: \$8,284.25.

CONCLUSIONS OF LAW

1. Bank of America was properly notified to appear before the Board of Supervisors on March 8, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 6137 Park Avenue, Marysville (East Linda), CA, APN 020-070-017, 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 020-070-017 were properly incurred in the amount of \$8,284.25 and the property and its owner 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 \$8,284.25 shall be an assessment against the property located at 6137 Park Avenue, Marysville (East Linda), CA, APN 020-070-017.
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. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. 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 8th day of March 2011, by the following vote:

AYES:

NOES:

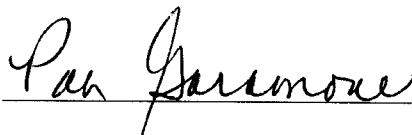
ABSENT:

ABSTAIN:

Chairperson of the 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: March 8, 2011

Case #: CE09-0358

APN: 020-070-017

Owner: Bank of America

Situs: 6137 Park Avenue, Marysville (East Linda), CA 95901

Date	Reason for Charge	Hours	Total
08-Nov-10	Prepared & Recorded Notice of Non Compliance	.50	\$ 52.50
08-Nov-10	Prepared & Mailed Request for Proposal (RFP)	1.00	105.00
30-Nov-10	Conducted Abatement	7.00	735.00
01-Dec-10	Completed Abatement	1.50	157.50
08-Mar-11	Prepare Hearing Documents and Presentation	4.00	420.00
08-Mar-11	Prepare & Record Notice of Compliance	.50	52.50
08-Mar-11	Prepare & Record Release of Abatement Lien	.50	52.50
	Total Staff Hours Billed at \$105.00 per Hour	15.00	\$ 1,575.00
05-Oct-10	Unpaid Billing Statement # 405		971.25
01-Dec-10	Administrative Penalties @ \$82.00 per Day (November 5, 2010 thru December 1, 2010)		2214.00
03-Dec-10	Reimbursement of Contractor's Fee (G.W. Demolition)		3500.00
08-Mar-11	Recording Fee, Two Documents		24.00
	Total	Total	\$8,284.25



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

Bank of America Home Loans
Attn: CA6-919-01-41 Violations
400 National Way
Simi Valley, CA 93065

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 March 8, 2011, 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 6137 Park Avenue, Marysville (East Linda), CA, APN 020-070-017, 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: February 18, 2011

Certified Mail # 7003 0500 0005 1306 2183

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: Debee McNally
Debee McNally

Attachment B

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



BUILDING
749-5440 • Fax 749-5616

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

DATE: March 8, 2011

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
John Jacenich, Code Enforcement Officer

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4847 North Beale Road, Marysville (East Linda), 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 January 15, 2010, property owner Francis L. Cook was served with a Notice and Order to Abate Public Nuisance ordering him to correct or remove code violations consisting of an unsecured, fire damaged and dangerous dwelling; the maintenance of a rat harborage; the accumulation and storage of junk, trash and debris; the accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof.

Francis L. Cook did not request a hearing to show cause why the use of his property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did he correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on December 13 & 16, 2010. The demand for payment sent to Francis L. Cook remains unpaid, the total due now being \$27,274.00. Please refer to Attachment A for the Cost Accounting.

Francis L. Cook has 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.

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.	CE08-0315
)		
Plaintiff,	)	RE:	4847 North Beale Road
	)		Marysville (East Linda),
			CA
vs.)		
	)	APN:	019-160-033
Francis L.Cook)		
)		
)		
)		
Defendant.)		

FINDINGS OF FACT
CONCLUSIONS OF LAW
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 019-160-033 is located at 4847 North Beale Road, Marysville (East Linda), CA 95901, and is owned by Francis L. Cook.
2. On January 15, 2010, property owner Francis L. Cook was served with a Notice and Order to Abate Public Nuisance ordering him to correct or remove code violations consisting of an unsecured, fire damaged and dangerous substandard dwelling; the maintenance of a rat harborage; the accumulation and storage of junk, trash and debris; the accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof.
3. Francis L. Cook did not request a hearing to show cause why the use of his property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did he abate the violations as ordered.
4. On December 13 & 16, 2010, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owner Francis L. Cook was served with written notice of this hearing.
6. A Hearing was held on March 8, 2011 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 owner, Francis L. Cook was () was not () present.

7. The administrative and abatement costs and penalties incurred totaled: \$27, 274.00.

CONCLUSIONS OF LAW

1. Francis L. Cook was properly notified to appear before the Board of Supervisors on March 8, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 4847 North Beale Road, Marysville (East Linda), CA, APN 019-160-033, 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 019-160-033 were properly incurred in the amount of \$27,274.00 and the property and its owner 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 \$27,274.00 shall be an assessment against the property located at 4847 North Beale Road, Marysville (East Linda), CA, APN 019-160-033.
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. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. 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 8th day of March 2011, by the following vote:

AYES:

NOES:

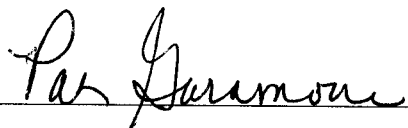
ABSENT:

ABSTAIN:

Chairperson of the 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: March 8, 2011

Case #: CE08-0315

APN: 019-160-033

Owner: Francis L. Cook

Situs: 4847 North Beale Road, Marysville (East Linda), CA 95901

Date	Reason for Charge	Hours	Total
07-Apr-10	Review Case & Phone Call to Tenant	.50	\$ 52.50
15-Apr-10	Reinspection with CE Supervisor	1.00	105.00
16-Apr-10	Reinspection, Posted Stop Work Order	1.00	105.00
21-Apr-10	Office Visit from Tenant	.50	52.50
03-May-10	Office Visit from Tenant	.50	52.50
03-May-10	Prepared Revised Attachment A	1.00	105.00
17-May-10	Office Visit from Tenant	.50	52.50
02-Jun-10	Prepared & Mailed Time Extension Letter	.50	52.50
08-Jun-10	Phone Call with Tenant	.50	52.50
21-Jun-10	Office Visit from Tenant & Contractor	.50	52.50
19-Oct-10	Reinspection	1.00	105.00
22-Oct-10	Prepared & Mailed Request for Proposal (RFP)	1.00	105.00
22-Oct-10	Prepared & Mailed Letter, Warning of Pending Abatement	.50	52.50
25-Oct-10	Prepared & Recorded Notice of Non Compliance	1.00	105.00
26-Oct-10	Reinspection, Took Photos & Posted Property with Warning of Pending Abatement	.50	52.50
26-Oct-10	Phone Call with Property Owner	.50	52.50
27-Oct-10	Conference with CE Supervisor	.50	52.50
28-Oct-10	Reinspection with Abatement Contractor	1.00	105.00
09-Nov-10	Prepared & Faxed Disconnect Service Request to PG&E	.50	52.50
18-Nov-10	Phone Call to Tenant	.50	52.50
18-Nov-10	Office Visit from Tenant	.50	52.50
22-Nov-10	Two Phone Calls to Tenant (from CE Officer & Supervisor)	1.00	105.00
23-Nov-10	Office Visit from Tenant with CE Supervisor, Chief Building Official and CDSA Director	1.50	157.50
10-Dec-10	Reinspection, Posted Property with Abatement Notice	.50	52.50
13-Dec-10	Conduct Abatement	7.00	735.00
16-Dec-10	Complete Abatement	2.00	210.00
20-Dec-10	Prepared & Mailed Cost Account / Demand for Payment	1.00	105.00
08-Mar-11	Prepare Hearing Documents and Presentation	4.00	420.00
08-Mar-11	Prepare Notice of Compliance	.50	52.50
08-Mar-11	Prepare Release of Abatement Lien	.50	52.50
	Total Staff Hours at \$105.00 per Hour	32.00	\$ 3,360.00
16-Dec-10	Reimbursement of Contractor's Fee (G.W. Demolition)		5,200.00
16-Dec-10	Administrative Penalties @ \$82.00 Per Day (June 22, 2010 thru December 16, 2010)		18,690.00
08-Mar-11	Recording Fee, Two Documents		24.00
		Total	\$27,274.00



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

Francis L. Cook
108 Daffodil
Killeen, TX 76542

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 March 8, 2011, 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 4847 North Beale Road, Marysville (East Linda), CA, APN 019-160-033, 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: February 18, 2011

Certified Mail # 7003 0500 0005 1306 2169

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: _____

John Jacenich

Attachment B

COMMITTEE MEETINGS

11:30 A.M.

Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider request for qualifications for architectural consultant services for design and construction of new Sheriff's Department facility - Administrative Services (Five minute estimate) (112-11)

- B. Consider contract extension with Applied Forest Management for timber management at the 4H property - Administrative Services (Five minute estimate) (113-11)

THIS PAGE INTENTIONALLY LEFT BLANK



112-11

Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services
Date: March 8, 2011
Re: Request for Qualifications for Architectural Services

Recommendation

Recommend the Board of Supervisors authorize the Director of Administrative Services to release the attached Request for Qualifications in order to solicit an Architectural Consultant to support the design and construction of the new facility for the Yuba County Sheriff.

Background

The County has acquired the building located at 720 Yuba Street in Marysville. In order to build out a new facility for the County Sheriff Administration and Operations, the first step is to select an architectural consultant to program and design the new space.

Discussion

The County Purchasing and Contract Policy Manual states it is the Board's decision to make the final selection of the contract award. This Request for Qualifications will begin the process of accepting documents outlining the qualifications of area architectural firms. The documents submitted will be reviewed by an evaluation committee comprised of members from the Sheriff, Administrative Services, and County Administration who will 'short list' the proposals, entertain presentations from the short list, and make a recommendation to the Board. The Board will make the final decision. Upon the Board's decision, Administrative Services will begin contract negotiations with the selectee.

Financial Impact

We do not anticipate impact to the general fund at this time.



County Of Yuba
CALIFORNIA

Request for Qualifications

for

Architectural Design Services

Yuba County Sheriff Facility

SUBMISSION DEADLINE

February 28, 2011
By 2:00PM

Department of Administrative Services
Purchasing Division
Suite 119
915 8th Street
Marysville, CA 95901

TABLE OF CONTENTS

1.	NOTICE INVITING QUALIFICATIONS	1
2.	SCOPE OF SERVICES	
	2.1 Introduction	2
	2.2 Services	2
	2.3 Special Services	4
3.	INSTRUCTIONS TO PROPOSERS	
	3.1 Submission Timeline	6
	3.2 Proposer's Examination	6
	3.3 Interpretation of Submissions and Documents	6
	3.4 Notice to Proponents	6
	3.5 Legal Responsibilities	7
	3.6 Withdrawal of Submissions	7
	3.7 Irregular Submissions	7
	3.8 Addenda or Bulletins	7
	3.9 Non-Collusion	7
	3.10 Competency of Proponent	8
	3.11 Questions and Comments	8
	3.12 Correspondence	8
	3.13 Delivery of Submissions	8
	3.14 Award of Contract	8
	3.15 Term of Contract	9
	3.16 Workman's Compensation Certificate	9
	3.17 Insurance	9
4.	SUBMISSION DOCUMENTS	
	4.1 Submittal Information	11
	4.2 Evaluation and Selection Process	11
	4.3 Response to Submission	12
	4.4 Draft Submission Evaluation Form	14
	4.5 Response Form	15
	4.6 Intention to Respond Form	16
ATTACHMENT "A"		
Sample Professional Services Agreement		

COUNTY OF YUBA
1. NOTICE INVITING REQUESTS FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Qualifications will be received at the Office of the Purchasing Agent, c/o Administrative Services, Suite 119, 915 8th Street, Marysville California, phone (530) 749-7880, until **2:00 p.m. on February 28, 2011**, by submitting the qualifications for the following:

“REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL DESIGN SERVICES”

The County of Yuba is accepting qualifications from Architect Consultant firms to provide Architectural Design Services for a new Sheriff Central Office Facility.

Interested firms may submit their qualifications for individual Architectural Design Services as listed in the RFQ for which they are qualified to provide Architectural Services. Selection will be made by an evaluation committee representing the Sheriff, County Administration, and Purchasing. The committee's recommendation will be presented to the Board of Supervisors. Upon a decision by the Board of Supervisors, final contract negotiations will take place.

Detailed information and scope of Architectural Design Services may be obtained from <http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx> or the County Purchasing Office located in Administrative Services 915 8th Street, Suite 119, Marysville CA at (530) 749-7882. The scope of Architectural Design Services, submission forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all submissions must strictly comply therewith. Late submitted qualifications shall not be considered for review.

The County of Yuba reserves the right to reject any and all RFQ's and to waive minor irregularities, to accept any RFQ or portion thereof, and to take all RFQ's under advisement for a period of ninety (90) days.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code, Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or sex of such persons, except as provided in Government Code Section 12940. Compliance with apprenticeship employment standards established by the State Director of Industrial Relations will be required.

County of Yuba hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority / disadvantaged business enterprises will be afforded full opportunity to submit submissions in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

2. SCOPE OF SERVICES

2.1 INTRODUCTION

The County of Yuba is accepting qualifications from firms to provide Architectural Design Services. The County of Yuba will select the consultant firm based on their qualified expertise to perform the Architectural Design Services in their specialized field. This is for a specific project with unique features and needs. The County prefers a partner firm with experience in design of a public safety, police, sheriff, or similar municipal facility but will certainly consider prospective partners with other experiences of a similar size and/or scope. The following is an outline of tasks required of this project. The tasks should include, but not be limited to, what is outlined below. Consultants preparing a response should elaborate on these tasks in their response.

2.2 ARCHITECTURAL DESIGN SERVICES

The County seeks a consultant with qualifications to provide architectural services for improving our recently acquired facility; an existing 55,000 square foot building in the City of Marysville. The facility is of a tilt-up style construction that was formerly an office building for a state agency. We are seeking a potential architectural consultant aid in the redesign of this facility to meet the needs of our Sheriff. These operations will include all of the Sheriff's operations with the *exception* of the jail and the Sheriff Civil function.

The County's intent is to relocate our Sheriff from their current location in the Yuba County Courthouse in Marysville, CA. This will be a remodel / tenant improvement of an existing facility, as well as an auxiliary building(s). We are looking for an architectural partner capable of leading the programming and design of this facility, including:

A. Municipal Building

1. Remodel of existing building; it is our intention to initially remodel / improve approximate 44,000 SF of the existing facility; leaving the remaining floor space undeveloped for future expansion.
2. Design of new building; it is also our intention to construct a storage facility for storage of specialty vehicles, and to house an indoor shooting range. The County expects to locate this 'out building' on an adjacent one (1) acre vacant lot property or as an alternative, on the primary parcel adjacent to the main facility.
3. Adherence to all American Disability Act Requirements relating to the development of a public safety facility.

B. Interior Design

1. Office Space Planning, programming and adjacencies
2. Office Lighting Design
3. Interior Design including colors, materials and furniture (FF&E)

C. General Requirements for Architectural Design Services

The general scope of work would include completing key phases of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide architectural design services including but not limited to:

1. Working drawing plans including site plan, floor plan, roof plan, framing plans, foundation plans, interior and exterior elevations, plumbing and electrical site plans, and specifications according to building code and/or owner's criteria, and all details necessary to clearly communicate the work involved. Plans of the existing building are available.
2. Able to design Leadership Energy Environmental Design (LEED) Building and register building for certification.
3. Assist in identifying any applicable Pacific Gas & Electric (PG&E) incentive opportunities
4. Maximize use of 'green' or environmentally friendly products. Provide list of products and/or specifications.
5. Provide specifications and lists for standardized services, equipment or materials that are used throughout County buildings or new construction to create compatibility throughout existing and new buildings.
6. Complete constructability reviews.
7. American Disabilities Act compliance methods to be used; including ADA guidelines currently in effect or anticipated to be in effect at time of completion.
8. Provide Storm Water Pollution Prevention Plan (SWPPP) drawings for project as required.
9. Provide check off lists for each phase of construction showing what is needed at which stage to minimize any "missed" items or work steps that need to be completed before moving to next phase.
10. Locate and plan the relocation of existing utilities and easements.
11. Estimate the cost of utility relocation and points of connection from private utility companies for construction budget purposes. This need to be coordinated in the project planning stage with County Planning / Civil Engineer.
12. County Planning Commission / Civil Engineering services including lot line adjustment(s) or right of way dedication if required.
13. Preliminary grading and final grading plans.
14. Structural engineering services.
15. Prepare landscape and irrigation plans.
16. Survey services.

17. Must be well versed in environmental issues as well as knowledgeable in requirements for Feather River Air Quality Management District (FRAQMD).
18. Prepare cost estimates for project.
19. Submit plans for plan check and owner's review process, including making revisions as necessary to obtain all required approvals.
20. Photo copies of program prints and pick up.
21. Participate in construction and project oversight as needed/required.
22. Prepare bid documents incorporating the County's bid specifications, special provisions and project's specifications.
23. Provide "as-built" drawings in an electronic format to be mutually determined.
24. Must have a written plan for closing out project in conjunction with the County's responsibility for project finalization.
25. Prepare design sample boards, color renderings and/or models.
26. Make presentations to County Staff, County Board of Supervisors, County Commissions, and others as required.
27. Bring in additional design and consultative resources as necessary to complete communications and network design; including:
28. Space planning for IT equipment and communications equipment
29. Design of networking pathways
30. Design of UPS and generator systems
31. Design of server rooms, networking closets, and supporting systems (i.e.,: dedicated HVAC, electrical, etc)

2.3. SPECIAL STUDIES SERVICES including but not limited to the following:

- A. Indoor shooting range
- B. Property / evidence room
- C. Special communications needs (i.e., tower)
- D. Interrogation room(s)
- E. Parking design
- F. Lighting design

General Requirements for Special Studies Services

The general scope of work would include completing key phase of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide special studies services including but not limited to:

1. Working drawing plans including site plan, landscaping plans, irrigation plans, plumbing and electrical site plans, foundation plans where applicable, and specifications according to current building code and/or owner's criteria, and all details necessary to clearly communicate the work involved.
2. Working with the Sheriff's Office to define specific requirements regarding shooting range, storage facility, property room, interrogation room(s), communications tower (and any other custom or specific communication needs), Federal Aviation Administration and hazardous material regulations.
3. Working with County Officials regarding needs for the County regarding public parking lot and lighting design.

3. INSTRUCTIONS TO PROPOSERS

3.1 SUBMISSION TIMELINE AND LOCATION

CLOSING DATE: February 28, 2011 @ 2:00 p.m.

LOCATION: Purchasing Office
c/o Administrative Services
Suite 119
915 8th Street
Marysville, CA 95901

3.2 PROPOSER'S EXAMINATION

Before submitting a response, the proponent shall carefully examine the scope of services and other contract documents, and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work. By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard County contract documents, and that it is capable of performing quality work to achieve the County of Yuba's objectives.

3.3 INTERPRETATION OF SUBMISSIONS AND DOCUMENTS

If any person contemplates submission of a response for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the document, he/she may submit to the Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents and will be posted on the County website. The Purchasing Office will not be responsible for any other explanation or interpretation of the proposed documents.

3.4 NOTICE TO PROPONENTS

The proponents shall be considered based on the best overall value to the County. The County Board of Supervisors shall decide in its sole and absolute discretion whether to enter into a contract at all, even if there are one or more qualified proponents. As this is a request for qualifications, the County **shall not be limited to awarding to the lowest responsive proponent**, but instead shall be entitled to select the consultant they feel **will best understand its requirements, and most able to respond to its needs**.

It can then negotiate for the best overall value to the County. The County staff may, but is not obligated to, conduct interviews with proponents. The County may automatically disqualify any submission that does not meet the terms and conditions set forth in these Section 3 - Instructions to Proposers.

3.5 LEGAL RESPONSIBILITIES

All responses must be submitted, filed, made, and executed in accordance with State and Federal laws relating to submissions for contracts of this nature whether the same are expressly referred to herein or not. Any Proposer submitting a response shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

3.6 WITHDRAWAL OF SUBMISSIONS

A Submission may be withdrawn by a written request signed by the proposer. Such request must be delivered to the Purchasing Office's designated official prior to the hour due stipulated in the Section 4.1 – Submittal Information. The withdrawal of a submission will not prejudice the right of the proposer to submit a new submission, providing there is time to do so.

3.7 IRREGULAR SUBMISSIONS

Unauthorized conditions, limitations, or provisions attached to a response will render it irregular and may cause its rejection. The completed submission forms shall be without interlineations, alterations, or erasures. Alternative responses will not be considered unless specifically requested. No oral, telegraphic, or telephonic submission, modification, or withdrawal will be considered.

3.8 ADDENDA OR BULLETINS

All proposers are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the service required for this project. Each proposer shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the contract documents shall be considered in the response, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in the response any such addenda issued may render the submission irregular and may result in its rejection by the County.

3.9 NON-COLLUSION AFFIDAVIT

Proposer shall declare that the only persons or parties interested in the response as principals are those named therein; that no office, agent, or employee of the County of Yuba is personally interested, directly or indirectly, in the response; that the submission is made without connection to any other individual, firm, or corporation making a response for the same work; and that the response is in all respects fair and without collusion or fraud.

3.10 COMPETENCY OF CONTRACTOR

No submission will be accepted from or contract awarded to a proponent who is not licensed in accordance with the law, who does not hold a license qualifying them to perform work under this contract, to whom a submission form has not been provided and who has not successfully performed on projects of similar character and scope. The proponent may be required, before the award of any contract, to show, to the complete satisfaction of the County, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The County may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the County all information requested for this purpose.

3.11 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing, either by mail, email or facsimile to the Purchasing Office's designated official, no later than seven (7) days before the Submission Deadline. The questioner's company name, address, phone / fax number, and contact name must be included with the question(s) or comment(s). Responses, if any, made by the County will be sent in writing to all known response holders and posted on the website.

3.12 CORRESPONDENCE

All correspondence is to be submitted to:

Andrea Armstrong
Administrative Services
Purchasing Office
Suite 119
915 8th St
Marysville, CA 95901
aarmstrong@co.yuba.ca.us

3.13 DELIVERY OF SUBMISSIONS

Five (5) copies of the response, and a digital 'soft' copy, shall be submitted in response to this solicitation. Submissions may be mailed or delivered by messenger. However, it is the proponent's responsibility alone to ensure delivery of the document to the hands of the County Purchasing Office or designated official prior to the hour due stipulated in the "Request for Qualifications." Late submittals will not be considered. Fax submittals will not be accepted. Submissions shall be enclosed in a sealed envelope plainly marked on the outside, "Architectural Design Services."

3.14 AWARD OF CONTRACT

Issuance of this Request for Qualifications and receipt of submission does not commit the County to award a contract. After evaluation of all submittals for Architectural

Design Services, an Architectural firm will be chosen based on their qualifications by the Yuba County Board of Supervisors.

3.15 TERM OF CONTRACT

Contract period shall be limited to this specific project. Proposer understands that this contract shall not bind nor purport to bind the County of Yuba for any contractual commitment in excess of the original contract period. In the event the County exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3.16 WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to County of Yuba along with the other required contract documents, prior to performing any services.

3.17 INSURANCE

Prior to the commencement of any services hereunder, Consultant shall provide to the County certificates of insurance with the County named as additional insured. Such policies shall be subject to approval by the County and shall require thirty days notice to the County before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Consultant.

- (1) Worker's Compensation Insurance covering all employees and principals of the Consultant, in a minimum amount of \$2 million per accident, and meeting the laws of the State of California;
- (2) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$5 million 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 shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
- (3) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of \$2 million combined single limit per accident for bodily injury and property damage.
- (4) Errors and omissions professional liability insurance appropriate to Consultant's profession. Such insurance shall be in an amount not less

than \$1 Million per claim (final amount may be negotiated depending on final scope of work), and shall be endorsed to include contractual liability. In addition, such insurance shall be maintained for a period of five (5) years following completion of the Project.

4. SUBMISSION DOCUMENTS

4.1 SUBMITTAL INFORMATION

- A. Submittal of Response: Five (5) copies of each response and a digital file (PDF format) shall be submitted in response to this RFQ. The response(s) shall be submitted no later than **2:00 p.m. on February 28, 2011** and be addressed as follows:

County of Yuba
Administrative Services
Purchasing Office
Suite 119
915 8th Street
Marysville, CA 95901

Late submittals will not be considered. Fax submittals will not be accepted.

- B. Examination of the content of the RFQ: By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the RFQ's and conditions of the standard County contract documents (Professional Services Agreement - attached), and that it is capable of performing quality work to achieve the County of Yuba's objectives.
- C. Pre-Contractual Expenses: The County shall not be liable to pay any cost incurred by any firm or persons in submitting a response(s) to this request for qualification.
- D. Contract Award: Issuance of this RFQ and receipt of submission does not commit the County to award a contract. The County reserves the right to accept or reject any or all responses received in response to this RFQ; reject or cancel in part or in its entirety this request for response. Similarly, all responses to this request for qualifications shall become the property of the County and will be retained or disposed of accordingly.

4.2 EVALUATION AND SELECTION PROCESS

- A. Submittal Review: Submissions will not be opened in public; they will be opened by an evaluation committee comprised of members from the Sheriff's Office, County Administration, and Purchasing. The committee will review and evaluate each submittal to determine if it meets the submission requirements for Architectural Design Services as defined in Section 4 Submission Documents and all subsections. Failure to meet the requirements will be cause for eliminating the applicant from further consideration. The committee will also communally develop scoring criteria by which to quantitatively rank

the Submissions *prior* to opening. A *sample* of the ranking criteria is in Section 4.4 of this document. Once the committee has conducted a review of the submitted responses, the committee may decide to create a short list of applicants to schedule for oral interviews.

- B. Oral Interview: Applicants meeting the submittal requirements may be requested to participate in an oral interview at County's discretion. Applicants will be notified in writing of the time and place for the interview. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
- C. Selection: Based on the committee's evaluation and utilizing the RFQ's scoring method of each applicant's qualifications, additional data submission and oral interview, the firms will be ranked by the evaluation committee.
- D. Final Selection Process: After the document review and the interviews, the evaluation committee will make their final recommendation to the Board of Supervisors. The selection by the Board of Supervisors will be final.

Once the Board has made their final selection, the Purchasing Office will initiate the contract negotiations with the selectee. **If the Selectee and the County cannot come to an agreement, the Board may direct negotiations to occur with the second choice Consultant.**

Errors and Omissions Insurance will be required prior to contract execution. The Consultant shall obtain and provide and maintain at its own expense during the term of this agreement, a policy or policies of liability insurance of the type and amounts described in more detail in the RFQ.

4.3 RESPONSE TO SUBMISSION

Response shall be submitted using a simple method of fastening and shall include a digital file (PDF format) with the document.

- A. Introduction: This document at a minimum must contain the following:
 - 1. Identification of the offering firm including name, address, telephone, fax number, and email address;
 - 2. Acknowledgment of the receipt of RFQ addenda (if any); and
 - 3. Name, title, address and telephone number of contact person during the evaluation period.
 - 4. List of Sub-Consultants

- B. Qualifications: The overall capabilities of the consultant's and sub-consultants organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top level management and ability of persons assigned to perform the work. Include possession(s) of appropriate licenses and certifications.
- C. Personnel: This section must delineate the experience and/or background of the personnel that would be *dedicated to this specific project* and provide an organizational chart.
- D. Reference: List three (3) clients for whom comparable services have been performed within last five years. Include the name, mailing address, email address, and telephone number of each client's principal representative.
- E. Authorization: The submission shall be signed by an official or combination of officials authorized to bind the firm on the enclosed response for (Section 4.5).
- F. Insurance: Insurance certificates will be required prior to contract execution. Special attention is directed to review the indemnification and insurance requirements in the contract documents (Professional Services Agreement). **Document must state that Consultant has read the County of Yuba indemnification and insurance requirements and shall meet these requirements upon selection.**
- G Response: Submissions shall be typed and submitted on 8 ½ " x 11" paper, using a simple method of fastening. Excessive or lengthy narrative is discouraged; presentation shall be clear and concise. At a minimum the Responses shall be submitted using tabs with the following format:
- Tab 1 – Introduction and Response Form
 - Tab 2 - Qualifications
 - Tab 3 - Personnel
 - Tab 4 - Reference

4.4 <<<DRAFT>>> SUBMISSION EVALUATION FORM

Proposer's Name:

FACTOR	WEIGHT	SCORE (0-4)	WEIGHT SCORE
1. QUALIFICATIONS OF COMPANY / CONSULTANT			
Relevant experience of company / public safety experience	15		
Area(s) company excels	10		
Relevant experience of staff assign	20		
Reputation of company based upon references	5		
2. TECHNICAL APPROACH			
Consultant methodology <ul style="list-style-type: none"> ○ Research ○ Project Approach ○ Clarity of Submission 	20		
Responsiveness to meet or exceed request for qualifications	10		
Design intent	10		
Quality of Illustrative Materials	5		
3. SERVICE SCHEDULE			
Demonstrate ability to complete assignments in a timely and budgeted manner.	5		
TOTAL	100		
SCORE: 0=Unacceptable 1=Poor 2=Fair 3=Good 4= Excellent			

4.5 RESPONSE FORM

TO: County Of Yuba

FROM:

Company Name

Address

City / State / Zip

Phone Number

Fax Number

Email Address

Authorized Signature

Title

Authorized Signature (*Print Name*)

Date

The above-signed agrees to furnish to the County of Yuba with the scope of services and conditions set forth in the Submission in detail without exceptions other than by mutual agreement.

4.6 INTENTION TO RESPOND FORM

To be on the proposal holder list, and to be assured of receiving all addendums and all Request for Qualification questions and updates, the following information must be submitted to County of Yuba via email at: aarmstrong@co.yuba.ca.us

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name:

Mailing Address:

Primary Contact Address:

Primary Contact Email:

Primary Contact Phone:

Secondary Contact Address:

Secondary Contact Email:

Secondary Contact Phone:

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

ATTACHMENT “A”

PROFESSIONAL SERVICES AGREEMENT

The draft that follows is the County’s standard Professional Services Agreement. This may be substituted with the standard AIA Agreement(s) by mutual consent of the Parties.

< < < **DRAFT** > > >
**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for _____ services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

"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:

Termination Date:

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

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of 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.

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ 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 - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions

Attachment E – Insurance Provisions

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 _____, 2011.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Chair
Board of Supervisors

Owner / Principal

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

A.1.6.

A.1.7.

A.1.8.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed _____ (\$); 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 _____ (\$) 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 both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

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. 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.

C.5 HAZARDOUS MATERIALS. CONSULTANT shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONSULTANT shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.6 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.7 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.8 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.

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

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, 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":

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 "CONSULTANT":

Insert Consultant name / address

ATTACHMENT E
INSURANCE PROVISIONS

<<to be added>>



113-11

Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services
Date: March 8, 2011
Re: Applied Forest Management Contract Extension

Recommendation

Consider and authorize the Chair to sign the attached Agreement extension to our contract with Applied Forest Management.

Background

Applied Forest Management (AFM) is the timber manager for the County's 4H property in Dobbins/Oregon House. They are preparing to submit the Timber Harvest Plan on the County's behalf to the State in preparation for a timber harvest on Camp property when market conditions are most appropriate.

Discussion

Our contract has expired with AFM but there continues to be work to do. The original value of the current contract, \$30,000, has not yet been fully expended and thus it was deemed most appropriate to extend the current agreement in order to complete the timber harvest plan and to submit it to the State.

Financial Impact

We do not anticipate impact to the general fund at this time. Invoices from Applied Forest Management are paid from the 4H Holding Fund.

**AMENDMENT TO
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF YUBA
AND
APPLIED FOREST MANAGEMENT**

WHEREAS, the County of Yuba, referred to herein as "Owner" and Applied Forest Management, referred to herein as "AFM," entered into a Standard Agreement for Professional Services, referred to herein as "Agreement," on June 19, 2007; and

WHEREAS, that Agreement has not been fully performed; and

WHEREAS, there has been a larger than expected harvest volume creating a need for additional reseeding under that Agreement, circumstances not anticipated by the parties when the agreement was made.

NOW, THEREFORE, Owner and AFM hereby agree to amend paragraph four of the Agreement to provide that compensation to AFM under this Amended Agreement shall not exceed \$30,000 without written authorization from the Yuba County Board of Supervisors.

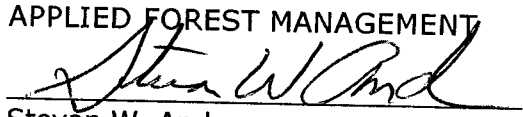
Except as expressly set forth above, all remaining provisions of the Agreement, including the remaining provisions of paragraph four shall remain in full force and effect.

In Witness Whereof, the parties have executed this Amended Agreement by their duly authorized representatives this _____ day of _____ 2011

COUNTY OF YUBA

Chair, Board of Supervisors

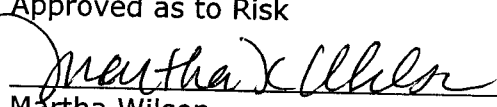
APPLIED FOREST MANAGEMENT


Stevan W. Andrews
Manager, Applied Forest Management

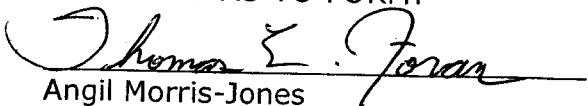
ATTEST: Donna Stottlemeyer

Clerk of the Board of Supervisors

Approved as to Risk


Martha Wilson
Director, Personnel/Risk Management

APPROVED AS TO FORM:


Angil Morris-Jones
County Counsel