

BOARD OF SUPERVISORS

AGENDA

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



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

MAY 15, 2012

- 9:00 A.M. HUMAN SERVICES COMMITTEE** - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)
- A. Consider resolution to authorize the Director of Health and Human Services to execute counseling and therapeutic service agreements for Child Welfare Services - Health and Human Services (Ten minute estimate) (191-12)
- 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 Stocker
- 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. Clerk of the Board of Supervisors
1. Approve the minutes of the regular meeting of April 24 and May 1, 2012. (179-12)
- B. Community Development and Services
1. Approve agreement with Water Pollution Control Services, Inc. for operation of the Gold Village wastewater treatment plant and authorize the Chair to execute same. (Land Use and Public Works Committee recommends approval) (180-12)
2. Award contract to Knife River Construction, the apparent low bidder, for North Beale Road shoulder improvements and overlay project and authorize the Chair to execute same upon review and approval of County Counsel. (181-12)
3. Authorize Budget Transfer in the total amount of \$264,686 from Account No. 102-000-312-08-00 (Sales Tax Transportation) to various line items to allocate unanticipated Local Transportation fund revenue. (182-12)
- IV. **SPECIAL PRESENTATION**
- A. Present proclamation supporting the Greenprint Initiative where each day is Arbor Day. (Five minute estimate) (183-12)
- 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. Approve contract with United Landscape Resource, Inc doing business as Botanica Landscapes for landscaping services and authorize the Chair to execute same. (Ten minute estimate) (184-12)

B. Board of Supervisors

1. Appoint one individual to the Wheatland Cemetery District for a term to end April 13, 2014. (Five minute estimate) (185-12)

C. Community Development and Services

1. Receive presentation on draft update to South Yuba Drainage Master Plan. (Twenty minute estimate) (186-12)

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 and such public comments will be limited to three minutes per individual or group.

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 13.80 addressing deferral and waiver of certain impact fees, as it relates to building permits. (First reading) (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (187-12)
- B. Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within Gledhill Landscaping and Lighting District for Fiscal Year 2012/2013. (Five minute estimate) (188-12)
- C. Public Hearing - Hold public hearing and adopt resolution determining and imposing assessments within Linda Street Lighting Maintenance District for Fiscal Year 2012/2013. (Five minute estimate) (189-12)

VIII. **CORRESPONDENCE** - (190-12)

- A. Letter from Area 4 Agency on Aging enclosing annual single audit report for Fiscal Year ending June 30, 2011
- B. Letter from Lake Francis Grange #745 supporting a natural resource preservation initiative.
- C. Notice from the State of California Fish and Game Commission regarding regulatory action relating to waterfowl hunting. (Copy provided to Yuba County Fish and Game Advisory Commission)
- D. Notice from the California Wildlife Conservation Board advising of intent to consider land acquisition for Daughtery Hill Wildlife Area of 679 acres located in Yuba County on May 31, 2012.

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

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

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 022-010-012/Steele Negotiating Parties:Paragon Partners/Michael Lee Negotiation: Terms of Payment
- B. Pending litigation pursuant to Government Code §54956.9(a) - Bradley Meraz vs. County of Yuba
- B. Potential litigation pursuant to Government Code §54956.9(b) - One Case

XI. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY CANCELLED

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

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.

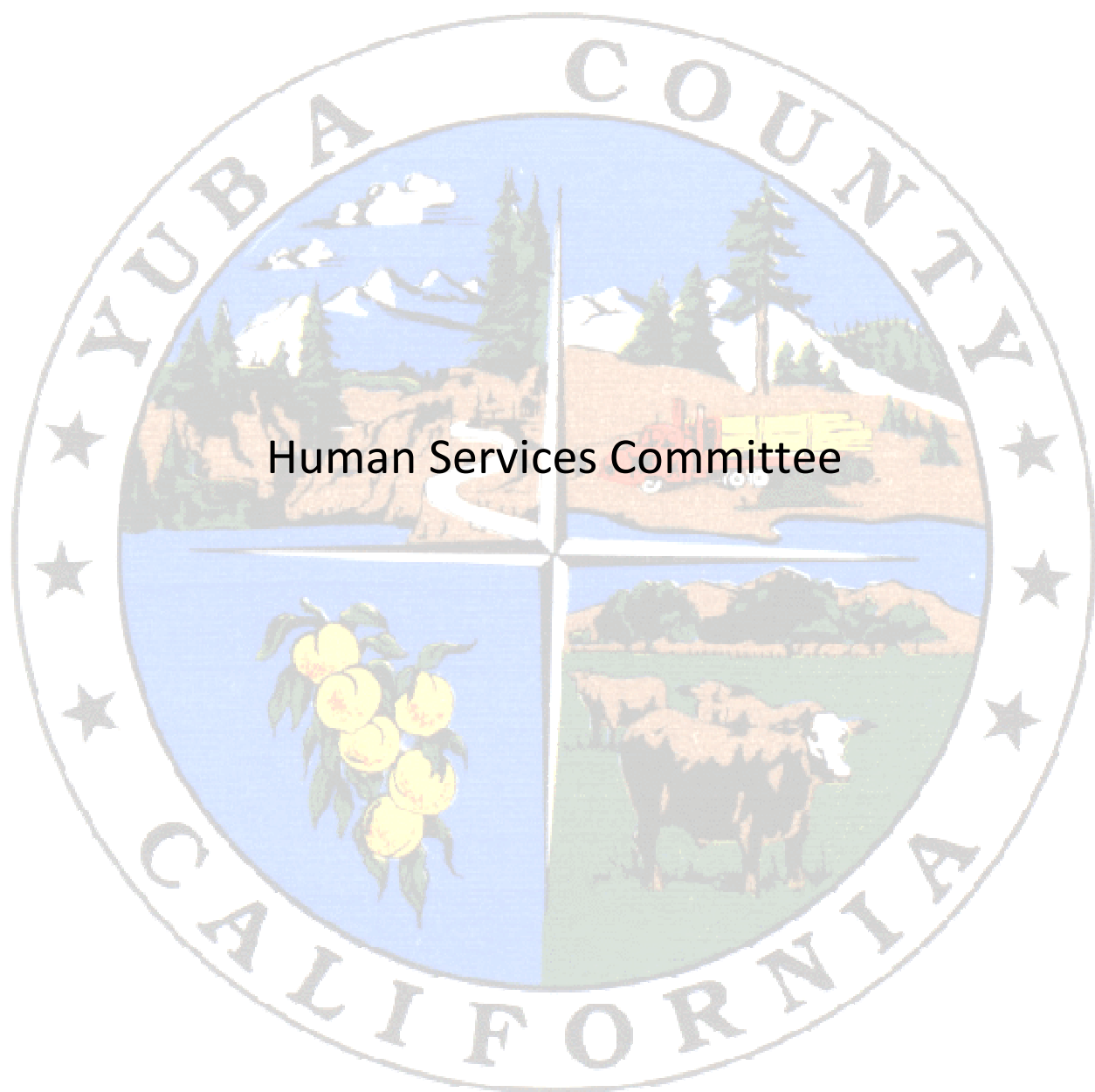
SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

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.

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Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



191-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: May 15, 2012

SUBJECT: Resolution of the Board of Supervisors Authorizing the Execution of Counseling and Therapeutic Services Agreements for Child Welfare Services

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board Authorizing the Director of Health and Human Services to execute the incorporated Counseling and Therapeutic Service Agreement for its Child Welfare Services (CWS) Division is recommended.

BACKGROUND: The CWS Division of the Department of Health and Human Services is mandated by law to provide appropriate counseling and therapeutic services to its dependent children. Since 2003, contracted services have been provided using a Resolution of the Board which authorized the Director of Health and Human Services to execute counseling and therapeutic service agreements on behalf of Yuba County for its Child Welfare Services Division. The attached Resolution is necessary to revise the incorporated Counseling and Therapeutic Service Agreement to reflect changes made to form and content addressing confidentiality and other provisional language.

DISCUSSION: The attached Resolution and its incorporated agreement are necessary to simplify the process and expedite the numerous contracts needed to meet the counseling and therapeutic services needs of dependent children and families.

FISCAL IMPACT: Approval of this Resolution and the subsequent contract will not impact the County General Fund.

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

**RESOLUTION AUTHORIZING THE)
DIRECTOR OF HEALTH AND HUMAN)
SERVICES DEPARTMENT)
TO EXECUTE ON BEHALF OF THE)
COUNTY OF YUBA COUNSELING)
AND THERAPEUTIC SERVICE)
AGREEMENTS FOR CHILD)
WELFARE SERVICES)**

RESOLUTION NO. _____

WHEREAS, pursuant to the Child Welfare Services program, codified in Sections 16501 through 16508 of the California Welfare and Institutions Code, the County of Yuba is required to provide counseling and therapeutic services to qualified children and families in the Child Welfare Services program; and

WHEREAS, the Health and Human Services Department of the County of Yuba, through its Human Services Division, is assigned the responsibility of administering the Child Welfare Services Program on behalf of the County of Yuba; and

WHEREAS, it is necessary for the Health and Human Services Department to enter into multiple agreements with various private entities to provide counseling and therapeutic services for Child Welfare Services children and families.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorized the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, counseling and therapeutic service agreements in the form attached hereto and incorporated herein by this reference and to amend such contracts for greater or lesser funding.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Pat Sacramento

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date:

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.

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

3. PAYMENT.

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

rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Fee Schedule
- Attachment H – Invoice Format

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

Signor's Name, Signor's Title
Vendor Name

Resolution No. 2012-_____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Pat Garrison
for Angli P. Morris-Jones,
County Counsel

*Conditioned on
Insurance Provisions
Approval*

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR shall provide counseling, therapeutic and/or evaluation services as requested by COUNTY to meet its service requirements as set forth in the California W&I Code, Sections 16501, 16502, 16504, 16506, 16507 and 16508. Said services to be provided by CONTRACTOR may include:

- Psychological assessment;
- Psychological testing and evaluation;
- Consultation;
- Individual or family counseling or psychotherapy

A.1.2. CONTRACTOR shall further provide, as requested by COUNTY:

- Provide written documentation of services rendered, including professional opinions and diagnoses;
- Provide court testimony regarding services rendered or recommended services;
- Provide updates of treatment provided to clients, as required by the court;
- Provide written assessment of client.

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 CONTRACTOR.

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

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

ATTACHMENT B

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G – Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1.1 exceed \$_____ () without an amendment to this Agreement approved by the Director of the Health and Human Services Department as authorized by the Yuba County Board of Supervisors.

The total amount to be paid to the CONTRACTOR by the COUNTY shall not exceed the amount approved in the departmental budget by the Board of Supervisors.

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

B.1.3 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

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

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

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

C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety,

health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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

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

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

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

C.12 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an

employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arising out of reuse of the information for other than this project.

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

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

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing,

signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict

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

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

If to "COUNTY":

Health and Human Services Department
County of Yuba
Suzanne Nobles, Director
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

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

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

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

- | | | |
|---|---|--|
| 1. General Liability:
(including operations, products and completed operations.) | \$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: | \$0 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

- | | | |
|---|--------------------|---|
| 4. Employer's Liability: | \$0 | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Professional Errors and Omissions Liability (if required): | \$1,000,000 | Per occurrence. |

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for therapeutic and counseling services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and _____ (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statement sets forth in this document outline the CONTRACTOR'S responsibilities for safeguarding this information.

F.2. DEFINITIONS.

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

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

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

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

F.3. BACKGROUND.

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

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

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

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

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

F.4. PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Kathy Cole, Privacy Officer
Phone: (530) 749-6393 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us

Fax: (530) 749-6281

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

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

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

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

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

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR'S policies

should articulate all safeguards in place for the COUNTY'S confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

ATTACHMENT G

FEE SCHEDULE

Type of Service	FEE
<u>Evaluation Services</u>	
Initial Interview	_____/hr.
Testing	_____/hr.
Psychological Evaluation	_____/hr.
<u>Psychotherapy Services</u>	
PhD: Individual/Family	_____/hr.
LCSW: Individual/Family	_____/hr.
MFTI: Individual/Family	_____/hr.
<u>Counseling and Consultation Services</u>	
Individual Counseling	_____/hr.
LMFT: Individual Counseling	_____/hr.
Consultation (Office)	_____/hr.
Consultation (Out of Office)	_____/hr.
Court Testimony, Professional Opinions or	_____/hr.
Treatment Updates	_____/hr.
Psychological Assessment	_____/hr.
Attendance at Family Team Conference	_____/meeting

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Vendor Name Vendor Address Vendor Address		Vendor Contact Person Phone: FAX: E-Mail		
Program		Period of Service/Invoice Number		
CWS Therapeutic				
Client ID	Type of Service	Rate/HR	# of Hrs of Service	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
GRAND TOTAL				\$ -

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901

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CONSENT

AGENDA

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The County of Yuba

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

APRIL 24, 2012 – MINUTES



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

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

A. Board of Supervisors

1. Adopt resolution approving grant application to California Arts Council and designating authority to Yuba-Sutter Arts Council to execute all associated documents with grant. (141-12)
 Adopted Resolution No. 2012-29, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION APPROVING APPLICATION AND AUTHORIZING EXECUTION OF A GRANT CONTRACT WITH THE CALIFORNIA ARTS COUNCIL."

B. Clerk of the Board of Supervisors

1. Reappoint Alma Amaya to the Sutter-Yuba Mental Health Board for a term to end May 5, 2015. (142-12) Approved.
2. Reappoint Donald Rae to the Plumas Lake Specific Plan Design Review Committee for a term to expire April 24, 2013. (143-12) Approved.
3. Appoint Kuldip S. Atwal to the Yuba County Assessment Appeals Board No. II as an Alternate for a term to end September 7, 2015. (144-12) Approved.

C. Community Development and Services

1. Adopt resolution certifying the 2011 County Maintained Mileage. (145-12)

Adopted Resolution No. 2012-30, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION CONCERNING THE COUNTY MAINTAINED MILEAGE."

2. Adopt resolution directing deposit of road maintenance fee pursuant to Recology Franchise Agreement into Fund 102 - Road Fund." (146-12)
Adopted Resolution No. 2012-31, which is on file in Yuba County Resolution Book No. 43, entitled: "A RESOLUTION OF THE BOARD OF SUPERVISORS DIRECTING DEPOSIT OF ROAD MAINTENANCE FEE PURSUANT TO RECOLOGY FRANCHISE AGREEMENT INTO FUND 102 ROAD FUND."

D. District Attorney

1. Adopt resolution authorizing the District Attorney to enter into agreements with the United State Bureau of Justice Assistance for grant funding and to execute required documents. (147-12)
Adopted Resolution No. 2012-32, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY OF YUBA COUNTY TO ENTER INTO AGREEMENTS WITH THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDING AND ACT AS THE SIGNING AUTHORITY ON BEHALF OF THE COUNTY OF YUBA TO EXECUTE REQUIRED GRANT DOCUMENTS."

E. Health and Human Services

1. Adopt resolution to authorizing Health and Human Services Department to implement the Coast2Coast RX Discount Prescription Card Program for Yuba residents and authorize the Chairman to execute any related documents and acceptance of funds. (Human Services Committee recommends approval) (148-12)
Adopted Resolution No. 2012-33, which is on file in Yuba County Resolution Book No. 43 entitled: "AUTHORIZE THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO IMPLEMENT THE COAST2COAST RX DISCOUNT PRESCRIPTION CARD PROGRAM FOR YUBA RESIDENTS AND AUTHORIZE THE CHAIRMAN TO EXECUTE ANY RELATED DOCUMENTS AND AUTHORIZE ACCEPTANCE OF FUNDS."
2. Authorize Budget Transfer in the amount of \$276,352 from Account No. 100-5200-461-62-00 (Fixed Assets) to Account No. 100-5200-451-22-00 (Office Supply) for software upgrades of C-IV computers. (Human Services Committee recommends approval) (149-12) Approved.

F. Probation

1. Adopt resolution authorizing application for, and enter into agreements with California Emergency Management Agency and First Five Yuba for grants relating to Victim and Program Services, and authorizing the County Probation Officer to execute documents, accept transfer of funds, and extensions and amendments. (150-12)
Adopted Resolution No. 2012-34, which is on file in Yuba County Resolution Book No. 43, entitled: "ADOPT A RESOLUTION AUTHORIZING THE YUBA COUNTY PROBATION DEPARTMENT TO APPLY FOR, AND ENTER INTO AGREEMENTS WITH CALIFORNIA EMERGENCY MANAGEMENT AGENCY AND THE FIRST FIVE YUBA FOR GRANTS RELATING TO THE DELIVERY OF VICTIM AND PROGRAM SERVICES AND AUTHORIZE THE COUNTY PROBATION OFFICER TO EXECUTE DOCUMENTS AS REQUIRED, TO AUTHORIZE ACCEPTANCE AND TRANSFER OF FUNDS, AS WELL AS ANY AND ALL EXTENSIONS AND AMENDMENTS."

2. Adopt resolution approving agreement with Corrections Standard Authority/Board of State and Community Corrections (CSA/BSCC) grant relating to the delivery of Juvenile Program Services and authorizing Chief Probation Officer to execute documents as required to authorize acceptance and transfer funds and any and all extensions and amendments. (151-12)

Adopted Resolution No. 2012-35, which is on file in Yuba County Resolution Book No. 43, entitled: "ADOPT A RESOLUTION AUTHORIZING THE YUBA COUNTY PROBATION DEPARTMENT TO APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE CORRECTIONS STANDARD AUTHORITY/BOARD OF STATE

AND COMMUNITY CORRECTIONS GRANT RELATING TO THE DELIVERY OF JUVENILE PROGRAM SERVICES AND AUTHORIZE THE YUBA COUNTY CHIEF PROBATION OFFICER TO EXECUTE DOCUMENTS AS REQUIRED TO AUTHORIZE ACCEPTANCE AND TRANSFER OF FUNDS, AS WELL AS ANY AND ALL EXTENSIONS AND AMENDMENTS."

IV. SPECIAL PRESENTATION

- A. Present proclamation to Feather River Air Quality Management District proclaiming May 2012 as "May is Bike Month." (Five minute estimate) (152-12) Chairman Stocker read the proclamation.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Human Resources and Organizational Services

1. Adopt resolution amending the departmental position allocation schedule effective May 1, 2012 as it relates to the Auditor-Controller. (Ten minute estimate) (153-12) County Administrator Robert Bendorf recapped request and responded to Board inquiries.

MOTION: Move to adopt

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2012-36, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION AMENDING THE DEPARTMENT POSITION ALLOCATION SCHEDULE," as it relates to the Auditor-Controller's office effective May 1, 2012.

B. Probation

1. Adopt resolution proclaiming April 22 - 29, 2012 National Crime Victims' Rights Week in celebration of service to victims of crime and commending Yuba County Probation and other units of government for providing exemplary service to victims of crime; and authorize temporary pictorial memorial in various county buildings. (Twenty minute estimate) (154-12) Program Manager Jason Roper recapped efforts by the Probation Department and other County agencies, the success of the Candlelight Vigil and presented awards to the following:

- o Hero Medal - Patricia Lewis
- o Church of Jesus Christ Latter Day Saints, Marysville Ward - Cheryl Totten and Kim Eldeen
- o The Body Shop - Irene Lujan and Gerald Lujan
- o Yuba County Sheriff's Department - Records Clerk Beth Marshall

- o Yuba County Sheriff's Department - Detective Frank Knight
- o Child Protective Services Clinical Social Workers - Monique Phillips and Reem Burris
- o Marysville Police Department - Gabrielle "Gabby" Carter
- o Probation Department - Tim Roberson
- o Deputy District Attorney - Theresa Sydow
- o Program Volunteers - Stephanie Wright, Wendy Alt, Melissa Ballau, Adam Reeb, Danae Dennis and Jolene Stone
- o Victim Services - Valeree Hammes
- o Brownsville Quilt Guild
- o Sutter Buttes Doll and Study Club

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

Adopted Resolution No. 2012-37, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION PROCLAIMING APRIL 22 - APRIL 29, 2012 NATIONAL CRIME VICTIMS' RIGHTS WEEK IN CELEBRATION OF SERVICE TO VICTIMS OF CRIME AND COMMENDING YUBA COUNTY PROBATION AND OTHER UNITS OF GOVERNMENT FOR PROVIDING EXEMPLARY SERVICE TO VICTIMS OF CRIME."

VII. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting various chapters of the Yuba County Consolidated Fee Ordinance Code relating to departmental fees. (Finance and Administration Committee recommends approval) (Second Reading) (Continued from April 17, 2012) (Fifteen minute estimate) (138-12) Management Analyst Grace Mull provided a brief recap.

Chairman Stocker opened the public hearing. No one came forward

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

Adopted Ordinance No. 1516, which is on file in Yuba County Ordinance Book No. 23 entitled: "ORDINANCE REPEALING AND RE-ENACTING CHAPTERS 13.00.030, 13.00.032, 13.00.036, 13.00.040, 13.00.044, 13.00.054, 13.00.060, 13.20.100, 13.20.200, 13.20.300, 13.20.400, 13.20.500, 13.20.600, 13.20.700 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE CODE."

- B. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Section 2.25.010 relating to a regular Board of Supervisors meeting held outside the County seat. (Second Reading) (Continued from April 17, 2012) (Ten minute estimate) (110-12) County Counsel Angil Morris-Jones recapped the request and responded to inquiries.

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

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

Adopted Ordinance No. 1517, which is on file in Yuba County Ordinance Book No. 23 entitled: "AN ORDINANCE AMENDING SECTION 2.25.010 TO TITLE II OF THE YUBA COUNTY ORDINANCE CODE RELATING TO THE BOARD OF SUPERVISORS MEETINGS."

VIII. ITEM OF PUBLIC INTEREST

- A. Consider request to close Shad Road May 4 through 6, 2012, waiving road closure fee of \$2,400 per day, and take action as appropriate. (Fifteen minute estimate) (155-12) Mr. Jerrad Fisher recapped request and responded to Board inquiries.

Community Development and Services Director Kevin Mallen responded to specific inquiries related to road closure fees.

Human Resources Director Martha Wilson and County Counsel Angil Morris-Jones expressed concerns regarding insurance and waiver of segregation.

MOTION: Move to approve request and waive road closure fee, approval subject to review of County Administrators Office, Risk Management and County Counsel, and include an alternant route for the public to have river access

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

IX. CORRESPONDENCE - (156-12)

- A. Four notices from California Fish and Game Commission regarding receipt of petition to list the gray wolf as an endangered, proposed regulatory action regarding ocean salmon, and Klamath-Trinity Rivers salmon sport fishing, and proposed emergency regulatory action relating to Blue Cavern State Marine Conservation Area. (Copy provided to Yuba County Fish and Game Advisory Commission) Accepted.
- B. Letter from Yuba-Sutter Veterans Stand Down requesting letter of support for organization. Accepted.
- C. Letter from Department of Veterans Affairs commending Veterans Service Officer Marvin King for work done securing benefits for local veterans and their families. (Copy provided to Human Resources) Accepted.
- D. Letter from Mental Health Services Oversight and Accountability Commission enclosing a policy paper on transformation of the mental health system titled, "Client-driven, Family-focused Transformation of the Mental Health System Through the California Mental Health Services Act" Accepted.
- E. Letter from California State Rural Health Association regarding organization and member/sponsorship. Accepted.

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

Supervisor Abe:

- Emergency Medical Care meeting held April 18, 2012
- Regional Council of Rural Counties (RCRC) Tour of Colusa rice facilities and National Wildlife Refuge and meeting held April 19, 2012
- California State Association of Counties (CSAC) Institute class on Managing Conflict and Disagreement in Comfort held April 20, 2012
- Riverside Meadows School fundraiser dinner for athletic program held April 20, 2012
- Candlelight Vigil held April 22, 2012

Supervisor Vasquez: Commended Steve Fordice and Reclamation District 784 for refunding fees to Lords Gym

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Omer T. Goodwin
- Installation of radar signs on Alicia Avenue near the school
- Candlelight Vigil held April 22, 2012
- Calls from concerned landlords regarding the marijuana nuisance ordinance
- Resource Development Code Advisory Committee meeting held April 23, 2012
- Linda Fire Association meeting held April 19, 2012
- Perspectives luncheon Friday, April 27, 2012
- Water runoff entering Bullards Bar Reservoir from Good Year Bar

Supervisor Stocker:

- Memorial Adjournment - Mr. Donald Alguire
- Memorial Adjournment - Ms. Deborah Sparks
- Calls from concerned citizens regarding the marijuana nuisance ordinance

County Administrator Robert Bendorf:

- Participated in Childrens Home Society job shadow program at Headstart in Marysville
- Shady Creek fundraiser held April 20, 2012
- Ongoing meetings with Finance Committee and Departments regarding the budget
- CSAC working to address trial court security funding issues resulting from realignment

XI. ADJOURN: 11:00 a.m. by Chairman Stocker in memory of Ms. Deborah Sparks, Mr. Donald Alguire, and Mr. Omer T. Goodwin.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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



MAY 1, 2012 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 6:00 P.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. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Stocker presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present
- 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: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

- 1. Approve minutes of the regular meeting of April 17, 2012. (158-12) Approved as written.

B. Community Development and Services

- 1. Approve amendment to agreement with Yuba Sutter Training Zone to continue aquatic recreation services for summer 2012 and authorize the Chairman to execute same. (159-12) Approved.

IV. PUBLIC COMMUNICATIONS:

Ms. Lori Jacobs, Oregon House, regarding opposing Senate Bill 1221. Received consensus to send letter of concern, impacts at Bullards Bar recreation, and fiscal impacts.

Mr. Richard Boyd. Gary Drive, regarding risk and home insurance coverage.

Mr. Glenn Green, Karen Way, regarding comments on marijuana ordinance code.

V. COUNTY DEPARTMENTS

A. Board of Supervisors

- 1. Appoint a Board and public member to the Marysville Redevelopment Agency Oversight Board and take action as appropriate. (160-12)

MOTION: Move to appoint Supervisor Nicoletti and solicit for public member
MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance adding Chapter 7.40 addressing marijuana cultivation as a public nuisance to the Yuba County Ordinance Code. (Second reading) (Continued from April 17, 2012) (15 minute estimate) (137-12) Community Development and Services Director Kevin Mallen recapped the defined areas of cultivation. Chairman Stocker opened the public hearing.

The following individuals spoke:

- Mr. Steve King, Olivehurst
- Mr. Jeffrey Lake, Attorney, San Diego
- Mr. Jonathan Finegold, Attorney, Camptonville
- Mrs. Tina Matlock, Marysville read statement from Christopher Matlock
- Mr. Lee Boutt, Poplar Avenue
- Mr. Michael McCaulley, Sacramento County
- Ms. Kathie Thelen, Yuba County
- Mr. Curtis Allen, Olivehurst
- Ms. Karolyn McCall, Dobbins
- Mr. David Lincoln, Penn Valley
- Ms. Edie Miller, Nevada County
- Mr. Jahsun Handy, Michelle Way
- Ms. Carmel Garcia, Yuba County
- Ms. Lew Neal, Indiana School Road
- Ms. Sharon Garrison, Browns Valley
- Ms. Annie Walker
- Mr. Bill Wroten, Olivehurst
- Mr. Ivan Pack, Olivehurst
- Ms. Rachael Adams, Camptonville
- Ms. Tabatha Burleson, Olivehurst
- Ms. Paula Miller, Camptonville
- Mr. Jim Phipps, Marysville
- Mr. Andy Veru, Dobbins
- Ms. Carol Cornejo, Oregon House
- Mr. Arron Waymeyer, Yuba County
- Mr. Dan Sullivan, Olivehurst

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

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

Adopted Ordinance No. 1518, which is on file in Yuba County Ordinance Book No. 23, entitled: AN ORDINANCE ADDING CHAPTER 7.40 ADDRESSING MARIJUANA CULTIVATION AS A PUBLIC NUISANCE TO THE YUBA COUNTY ORDINANCE CODE."

MOTION: Move to continue Cultivation Ordinance Ad Hoc Committee until December 31, 2012

MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

VII. CORRESPONDENCE - (161-12)

- A. Letter from Sutter-Yuba Substance Abuse Advisory Board supporting a local fee to fund enforcement and compliance checks to reduce underage tobacco access. Received.
- B. Notice from Planning Department advising of scoping meeting May 16, 2012, 6:00 p.m. in Board Chambers regarding preparation of draft environmental impact report/assessment for Recology's Conditional Use Permit. Received.
- C. Letter from Yuba County Clerk/Recorder Registrar of Voters advising of opportunities for observation of the election processes and procedures associated with the June 5, 2012 Presidential Primary Election. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Vasquez: Motocross event and clarification on the Yuba River access

Mr. Jarrad Fisher, MMX Inc., discussed proposed access and additional waiver of road inspection fee and encroachment fees.

MOTION: Move to add to the agenda waiver of road inspection and encroachment fees as item of business that arose after the agenda was posted that requires Board action

MOVED: Andy Vasquez SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

County Administrator Robert Bendorf advised the subject fees are road funds and would require reimbursement by the General Fund.

MOTION: Move to waive 50 percent of \$420 road inspection fees, pre and post event, and encroachment permit of \$105 which amounts to \$473

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti

NOES: Mary Jane Griego, Hal Stocker ABSENT: None ABSTAIN: None

Supervisor Griego left the meeting at 8:19 p.m. and did not return.

Supervisor Nicoletti:

- o Bellflower Communities
- o Blue Star Moms event for collection of supplies for soldiers
- o Success of Perspectives event held April 27, 2012

- Received consensus for Chairman to execute letter of support for Wheatland School District Tobacco Education Grant Application

Supervisor Abe:

- Perspective Event held April 27, 2012
- Blue Star Mom Event
- Yuba Sutter Veterans Stand Down Event
- Received consensus for Chairman to execute letter of support for Assembly Bill 2577
- Regional Council or Rural Counties Board voted to change name to Rural Counties Representative of California

Supervisor Stocker:

- Memorial Adjournment - Mrs. Theadate Ione Phillips
- Perspectives Event held April 27, 2012
- Pioneer's Day
- Presentation of proclamation to Eagle Scout Dylan Wofford

IX. ADJOURN: 8:25 p.m. by Chairman Stocker in memory of Mrs. Theadate Ione Phillips.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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



180-12

^B
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

May 15, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE MAINTENANCE AND OPERATION OF THE GOLD VILLAGE WASTEWATER TREATMENT PLANT AND AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

Approve the professional services agreement with Water Pollution Control Services, Inc (WPCS) with Yuba County on behalf of the River Highlands Community Services District to maintain and operate the wastewater treatment plant for Gold Village and authorize the Chair to execute the agreement.

BACKGROUND:

In 2008 Yuba County assumed the maintenance and operations responsibilities for the wastewater treatment plant for Gold Village in the River Highlands CSD.

In March 2009, Yuba County publicly solicited proposals from qualified wastewater operators to operate and maintain the subject sewer treatment plant. The response to the RFP was meager, but fortunately the City of Yuba City was interested and submitted a qualified proposal. An Agreement was entered into with Yuba City, who subsequently operated the wastewater treatment plant until September 2011, at which time the City indicated it was no longer interested in being our contract operator.

In September 2011 the City of Yuba City ceased to operate and maintain the wastewater treatment plant. For the two months prior, Public Works searched for qualified operators to take over for Yuba City on an interim basis, but struggled to find qualified contract operators. Fortunately, we were finally able to locate WPCS who was able to take over in a pinch. On January 5, 2012, Yuba County entered into a short-term agreement (six months) with WPCS to operate and maintain the treatment plant.

DISCUSSION:

The Public Works Department currently lacks the personnel and the specialized expertise to operate and maintain a wastewater treatment plant. WPCS will handle all aspects of the treatment plant operations and maintenance, including after hour call-outs and assistance

with regulatory compliance documents. This service agreement will be administered by the Public Works Department.

Public Works recommends entering into a sole-source contract with WPCS for the following reasons: 1) the difficulty we have experienced finding qualified operators, 2) meager response to the previous RFP, and 3) the fact that WPCS is already educated and up to speed in regards to operating the specialized MBR treatment plant.

FISCAL IMPACT:

The base amount of this agreement is \$180,000 per year. Current annual assessments from the residents within the River Highlands CSD will fund the cost associated with this agreement.

COMMITTEE ACTION:

The Land Use and Public Works Committee on April 24, 2012 recommended approval of the agreement to the full Board.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional 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") on behalf of the River Highlands Community Services District, and

Water Pollution Control Services, INC. (WPCS)
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: Date of this Agreement

Termination Date: June 30, 2015

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 one-hundred twenty (120) 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.

COUNTY shall provide all facilities, equipment, and materials related to the operation and maintenance of the waste water treatment plant. 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 not directly related to the operation and maintenance of the waste water treatment plant, 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 Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Stephen Calderwood 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
- Attachment F – Scope of Services
- Attachment G – Fee Estimate

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 _____, 2012.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Chair, Yuba County Board of Supervisors

Title President, WPCS, Inc.

INSURANCE PROVISIONS APPROVED

Martha K. Wilson
Human Resources Director/Risk Manager

APPROVED AS TO FORM

For: 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 Attachment F.

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.

COUNTY shall provide all facilities, equipment, and materials related to the operation and maintenance of the waste water treatment plant. 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 not directly related to the operation and maintenance of the waste water treatment plant.

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 ONE-HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) annually for Professional Services. CONSULTANT shall submit requests for payment after completion of services on or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE-HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) annually 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 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 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.2 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.

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 or COUNTY may terminate the services under this Agreement upon thirty (30) days written notice to COUNTY and CONSULTANT, 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 or CONSULTANT.

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 as it relates to dates specified in Attachment C.

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: Michael G. Lee
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Water Pollution Control Services, Inc. (WPCS)
Attn: Stephen Calderwood
101 W. McKnight Way B146
Grass Valley, CA 95949

ATTACHMENT E

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors Pollution Liability** and/or **Asbestos Pollution Liability** and/or **Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year,

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

- | | | |
|--|--------------------|--|
| 1. General Liability: (including operations, products and completed operations.) | \$2,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |

- | | | |
|--|---|---|
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions | \$1,000,000 | Per occurrence. |

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

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

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

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

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

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all 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 if not less than A: VII unless otherwise acceptable to the COUNTY.

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

E.6 Sub-contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

***Water Pollution Control
Services Inc.***

Grass Valley, CA. (530) 613-6588, nevasteve@hotmail.com

***Proposal/Quote for the Operation and Maintenance of the
Hammonton Gold Village Wastewater Treatment Plant
(HGVWWTP)***

March 5, 2012

Mike Lee / Van Boeck
Yuba County
Director of Public Works / Principle Engineer
(530) 749-5420
mlee@co.yuba.ca.us

Water Pollution Control Services, Inc. (WPCS)
Stephen D. Calderwood, President
Grass Valley, Ca. 95949
(530) 613-6588
nevasteve@hotmail.com

Re: Contract Operation Proposal and Quotation

We (WPCS) are submitting this proposal upon request from the parties listed above. Please refer to our Cover Letter, Description of Qualifications and Pay Schedule (attached) for a general understanding of whom we are, what we can do and what costs you may expect.

Lift Station Monitoring

As part of this proposal, WPCS will perform daily monitoring, inspections and preventive maintenance of the collection systems lift station to the WWTP. It is estimated, under normal conditions, that 1.75 hrs./week at \$65.00/hr. would be required to inspect the station for proper operation, rotate equipment, log readings and findings and perform general housekeeping and maintenance. In the event grease, sludge, grit or other debris becomes required to be removed from the lift station (estimated at 3 week intervals) a certified hauler will be retained by the County to provide this service. In the event of an emergency situation to prevent system failure, backup or overflow these visits may increase at the County's expense. Any additional hours created by major maintenance, assisting pumpers / haulers, etc. would be billed at the rate of \$65.00/hr. Emergency, after hour and Holiday call outs would be charged at a rate of \$97.50/hr.

Influent Monitoring
Effluent Monitoring
Sludge Monitoring
Spray Irrigation Monitoring
Receiving Water Monitoring
Storage Pond Monitoring
UV System Monitoring
Groundwater Monitoring
Water Supply Monitoring
Reporting

The routine Operation and Maintenance (O&M) of the WWTP would include all of the above as outlined in the Monitoring and Reporting Program (MRP) and Waste Discharge Requirements (WDR's) No. R5-2011-0086. Most of these samples would be required to be sent to a certified laboratory for analysis on a regular basis and more frequently if required to meet sample hold time limits, monthly averages, plant upsets or for process control verification. The remaining samples would be analyzed on site by field personnel or by "on line" instruments. Estimated outside cost for routine monthly sampling is \$ 1,799.00/month. There are also requirements for Quarterly, Semi-Annually and Annual sampling of the Effluent, Sludge, Receiving Waters, Ground Water and Water Supply that would need to be sent to a certified lab for testing. This additional testing is estimated at \$

7,147.00/yr. or a total testing and analysis cost of \$28,735.00/yr. for all required sample testing.

WWTP Site Visits

(Including remote visits from electronic devices such as laptop computers)

At least daily visits (7 x per week) to the WWTP would be required to inspect the plant operations, equipment function, perform general housekeeping, landscaping, lubrications, check for any leaks, spills, faults and unusual conditions, log and document findings and observations, run process control sampling and testing and make process adjustments or changes as required to meet discharge specifications. Meet with sub-contractors and other scheduled visitors and receive deliveries. WPCS will also perform general housekeeping and landscaping activities but expects Yuba County to perform landscaping and grounds maintenance around the perimeter of the WWTP, pond area, spray field, pathways to sample points, ditches surrounding spray field and the WWTP. WPCS would assist in preparing reports for regulatory agencies. These tasks are estimated at 28 hrs./week under normal conditions at \$65.00/hr. or \$94,640.00/year.

Reviewing, signing and submitting required Monthly Reports is estimated at 2.5 hrs. /month or \$1,950.00/year.

Quarterly reports are estimated at 2.0 hrs./quarter or \$520.00/yr.

Semi-annual reports are estimated at 3.0 hrs./yr. or 195.00/year.

Annual reports are estimated at 3 hrs./yr. or \$195.00/yr.

Operational chemicals and reagents are estimated at \$1,320.00/year.

Sludge hauling from the plants digester is estimated at 3,000 gals. per week. This process would be billed directly to Yuba County by their contracted sludge hauler.

Misc. = \$150.00.00/month or \$1,800.00/year.

Subsurface Irrigation and Disposal Area Monitoring

At the current time there are no monitoring wells for this system. Performing testing, sampling and writing the required report to meet the Quarterly reporting requirements WPCS estimates this cost to be approximately ____/yr. (included in above until Monitoring Wells are installed and a re-evaluation will be made upon completion of the Wells). As part of our routine visits to the WWTF we will make visual and written observations as required by the MRP, report any unusual conditions and make any plant adjustments as required. Sampling visits are estimated to take 4 hours per month at \$65.00/hr. or \$3,120.00/year once the Monitoring Well (s) is put into service.

Please note: disposal of any cut material removed from these sites may result in an additional charge as well as any gas, oil, trimmer line, sprinkler repairs, etc. required to perform such maintenance to these areas.

Major Repairs or Maintenance

WPCS has contacts and relationships with several reputable pump, instrumentation/calibration, engineering, landscaping and electrical contractors if you, or we, need to use them. We would normally obtain a quote for repairs and maintenance beyond routine operations, or limitations, of WPCS for your review. If you desire to obtain your own quotes for repairs, or use your own contractor, that would be acceptable also and these activities would be handled on a case-by-case basis. Any sub-contracting, parts and supplies billed to WPCS will be included on our following months Invoice as a separate line item plus 10% to cover administrative services.

Outside Engineering, Consulting Services

Any services requiring a registered engineer, expert consultant, etc., such as services to comply with compliance schedules, that require WPCS to retain, will be billed at the service provider's rate plus 10% for administrative costs.

On-call / Standby

The WWTP and Lift Station are monitored 24/7 by the systems computer system which calls an operator in the event of an alarm situation. Operators prepared to respond to these alarms, and that is off normal duty, would be considered "On-call" and would be compensated for such time at a rate of \$2.75/hr. If an "On-call" operator is called he will be compensated at a rate of 1.5 x his normal rate of pay with a minimum of two (2) hrs. compensation for each call-out. Standby pay is expected to be approximately \$20,020.00/yr.

Payment and Compensation for Services

WPCS typically sends an electronic Invoice and Time Report via email to a designated individual for approval of payment. Checks should be made payable to "Water Pollution Control Services Inc." at 101 W. McKnight Way B146, Grass Valley, Ca. 95949. Payment is due within 30 days of the Invoice date. After 30 days, if payment is not received, a 5% penalty will be added to the Invoice. If not paid within 45 days an additional 5% penalty will be added and every 15 days thereafter.

Respectfully,

Stephen D. Calderwood, WPCS, Inc.
President

ATTACHMENT G - FEE SCHEDULE

Hammonton Gold Village Cost Summary

Submitted by WPCS, Inc. in reference to Contract Proposal dated 9/2011

Task:	Cost per Year	Avg. Cost per Month	Comments
Lift Station Monitoring	\$5,915.00	\$492.92	experience +/-
Lift Station Hauling/grease	\$0	\$0.00	County to retain
Rag and Grit Removal	\$1,800.00	\$150.00	required
Routine WWTP O & M	\$94,640.00	\$7,886.67	experience +/-
Monthly Required Testing	\$21,588.00	\$1,799.00	required
Quarterly Required Testing	\$901.00	\$75.08	required
Semi-Annual Required Testing	\$592.00	\$49.33	required
Annual Required Testing	\$5,530.00	\$460.83	required
Monthly Reports	\$1,950.00	\$162.50	required
Quarterly Reports	\$520.00	\$43.33	required
Semi-Annual Reports	\$195.00	\$16.25	required
Annual Reports	\$195.00	\$16.25	required
Chemicals and Reagents	\$1,320.00	\$110.00	experience +/-
Sludge Hauling	\$0.00	\$0.00	County to retain
Annual Sludge Testing	\$275.00	\$22.92	required
Miscellaneous	\$1,800.00	\$150.00	estimate +/-
Subsurface Irrigation Area O&M	\$3,120.00	\$260.00	estimate until well install
Standby / On-call	\$20,020.00	\$1,668.33	required +/-
Totals =	\$160,361.00	\$13,363.42	

Please note: that any additional charges will be billed at a rate as outlined in our Pay Schedule for WPCS unless other arrangements are made. It is preferred that all large sums of payment for other contractor services, parts and equipment repairs be billed directly to the owners or permittee. An additional reserve of funds should be managed for unscheduled maintenance, failures and unforeseen events.



Ck Specialty

Insurance Associates, Inc.

LICENSE #0C60214

3150 ALMADEN EXPY, SUITE 252 SAN JOSE, CA 95118

www.ckspecialty.com

(800) 411-0083 FAX (408) 227-7732

BINDER

[X] FAX TO: 530-268-0788

PER YOUR SUBMISSION FOR INSURANCE, WE ARE PLEASED TO OFFER THE FOLLOWING:

INSURER: ROCKHILL INSURANCE CO.

POLICY NUMBER: RPKGE005854-00

POLICY PERIOD: 10/10/11 TO 10/10/12

BINDER EFFECTIVE 10/10/11 12:01 A.M. **ENDING** 12/10/11 12:01 A.M.

BINDER EXPIRES UNLESS ALL CONDITIONS SET BELOW ARE RECEIVED IN OUR OFFICE BEFORE ENDING DATE.

PROD: SOLIZ INSURANCE AGENCY
10831 COMBIE ROAD #1
AUBURN, CA 95602

NAME OF APPLICANT: WATER POLLUTION CONTROL SERVICES, INC
4373 5TH AVE N.
LITTLE RIVER SC 29566

PRODUCER #: 000532

COVERAGES

TYPE OF INSURANCE:
COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART
CONTRACTORS POLLUTION LIABILITY (CPL) COVERAGE PART - OCCURRENCE
LIMITS OF LIABILITY:
COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART
GENERAL AGGREGATE LIMIT \$2,000,000.00
PROD/COMP OPS AGG LIMIT \$2,000,000.00
PERSONAL INJURY & ADVERTISING INJURY LIMIT \$2,000,000.00 ANY ONE
PERSON OR ORGANIZATION
OCCURRENCE LIMIT \$2,000,000.00
PREMISES RENTED TO YOU LIMIT \$ 50,000.00 ANY ONE PREMISE
MEDICAL PAYMENTS LIMIT \$ 5,000.00 ANY ONE PERSON

CONTRACTORS POLLUTION LIABILITY (CPL) COVERAGE PART - OCCURRENCE
GENERAL AGGREGATE LIMIT \$2,000,000.00
EACH CONTRACTORS POLLUTION CONDITION LIMIT \$1,000,000.00

POLICY AGGREGATE
POLICY AGGREGATE \$2,000,000.00

PREMIUM BASIS: \$250,000.00 GROSS REVENUE
RATE: FLAT

PREMIUM

\$4,156.00

COVERAGE: COMMERCIAL GENERAL LIABILITY

PREMIUM	\$	4,156.00	M
BROKER FEE	\$	250.00	
STATE TAX	\$	124.74	
STAMP FEE	\$	10.39	
TOTAL	\$	4,541.13	

MIN. EARNED: \$1,323.28

***** SEE ATTACHED CONDITIONS *****

THIS INSURANCE IS SUBJECT TO THE CONDITIONS AND TERMS OF THE POLICY TO BE ISSUED.
THIS BINDER SHALL BE TERMINATED AND VOIDED UPON ISSUANCE OF THE POLICY.

ADDITIONAL

INTEREST County of Yuba
915 8th Street Suite 113
Marysville, Ca. 95901

BY: YANA CONNORS
YANA@CKSPECIALTY.COM

DATE: 10/11/11



Ck Specialty

Insurance Associates, Inc.

LICENSE #0C60214

3150 ALMADEN EXPY, SUITE 252 SAN JOSE, CA 95118

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(800) 411-0083 FAX (408) 227-7732

BINDER

[X] FAX TO: 530-268-0788

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INSURER: ROCKHILL INSURANCE CO.

POLICY NUMBER: RPKGE005854-00

BINDER EFFECTIVE 10/10/11 12:01 A.M. **ENDING** 12/10/11 12:01 A.M.

POLICY PERIOD: 10/10/11 TO 10/10/12

PROD: SOLIZ INSURANCE AGENCY

NAME OF WATER POLLUTION CONTROL

10831 COMBIE ROAD #1

APPLICANT: SERVICES, INC

AUBURN, CA 95602

PRCD#: 000532 (800)351-0582

CONDITIONS:

Note: Defense costs are outside the limits for CGL only.

Deductible:

COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART

\$2,500.00 Per Occurrence

Note: The CGL deductible applies only to damages

CONTRACTORS POLLUTION LIABILITY (CPL) COVERAGE PART - Occurrence

\$2,500.00 Per Pollution Condition

Note: This deductible applies to both defense and damages

Insured's Business: per endorsement RHIC 6014 01 08

PREMIUM PAYMENT IS DUE WITHIN 30 DAYS FROM EFFECTIVE DATE

FORMS & ENDORSEMENT SCHEDULE

COMMON FORMS AND ENDORSEMENTS

RHIC 6028 01 08 Service of Suit

RHIC 6027 01 08 Policy Aggregate Limit Provision

IL 00 21 07 02 Nuclear Energy Liability Exclusion Endorsement

RHIC 6014 01 08 Limitation of Coverage To Designated Operations

waste water treatment facility operations performed by the Named Insured for others

RHIC 1112 01 09 Cancellation/Non-Renewal

RHIC 1101 03 11 Signature Endorsement

RHIC 6061 01 11 Common Policy Conditions

RHIC 6062 01 11 Supplemental Policy Exclusion

RHIC 6044 07 11 Policy Period MEP

RHIC 6000 08 11 Common Policy Declarations

COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART

CG 00 01 12 04 Commercial General Liability Coverage Form - Occurrence



Ck Specialty

Insurance Associates, Inc.

LICENSE #OC60214

3150 ALMADEN EXPY, SUITE 252 SAN JOSE, CA 95118

www.ckspecialty.com

(800) 411-0083 FAX (408) 227-7732

BINDER

[X] FAX TO: 530-268-0788

PER YOUR SUBMISSION FOR INSURANCE, WE ARE PLEASED TO OFFER THE FOLLOWING:

INSURER: ROCKHILL INSURANCE CO.

POLICY NUMBER: RPKGE005854-00

BINDER EFFECTIVE 10/10/11 12:01 A.M. ENDING 12/10/11 12:01 A.M.

PROD: SOLIZ INSURANCE AGENCY

NAME OF WATER POLLUTION CONTROL

10831 COMBIE ROAD #1

APPLICANT: SERVICES, INC

AUBURN, CA 95602

PROD#: 000532 (800) 351-0582

CONDITIONS:

Form

CG 03 00 01 96	Deductible Liability Endorsement
CG 22 33 07 98	Exclusion-Testing Or Consulting Errors And Omissions
CG 21 49 09 99	Total Pollution Exclusion Endorsement
CG 00 67 03 05	Exclusion-Violation of statutes that govern email, fax, phone calls or other methods of sending material or information
RHIC 6045 01 08	Punitive or Exemplary Damage Exclusion
RHIC 6036 04 09	Contractors Amendatory Endorsement
CG 22 43 07 98	Exclusion - Engineers, Architects Or Surveyors
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems (EIFS)
RHIC 6032 01 08	Exclusion - Professional Services
RHIC 6501 04 08	Exclusion of Certified Acts of Terrorism
RHIC 6056 01 11	Toxic Drywall Exclusion
RHIC 6058 01 10	Amended Waiver of Subrogation
CG 20 10 07 04	Additional Insured - Owners, Lessees or Contractors. (Blanket)

CONTRACTORS POLLUTION LIABILITY (CPL) COVERAGE PART - Occurrence

RHIC 6208 01 08	Exclusion - Exterior Insulation and Finish Systems
RHIC 6501 04 08	Exclusion of Certified Acts of Terrorism
RHIC 6058 01 10	Amended Waiver of Subrogation
RHIC 6201 01 11	Contractors Pollution Liability Coverage Form (Occurrence)
RHIC 6240 01 11	Toxic Drywall Exclusion
RHIC 6227 05 11	Additional Insured - Owners, Lessors or Contractors

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

May 15, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Award of Construction Contract – North Beale Road Shoulder Improvements and Overlay



181-12

BUILD
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

RECOMMENDATION:

That the Board award the construction contract for the subject project to the apparent low bidder, and authorize the chairman to execute the contract pending approval by County Counsel.

BACKGROUND:

This project will entail placing asphalt concrete overlay, placing shoulder backing material, thermoplastic striping, and pavement markers along North Beale Road from east of Griffith Avenue to Beale Air Force Base. On Wednesday, May 2, 2012 bids were opened for the subject project. The bid prices ranged from \$1,345,847.30 to \$1,645,544.80. Two alternatives were bid for the project. One alternative was conventional hot mix asphalt with a reinforcement mat. The other alternative was for rubberized hot mix asphalt. The alternative using rubberized hot mix asphalt was selected because it was lower in cost by \$84,350 and is a superior product. The three low bids are listed below:

Knife River Construction:	\$ 1,345,847.30
De Silva Gates Construction:	\$ 1,348,560.00
Teichert Construction:	\$ 1,357,441.50

DISCUSSION:

The work in general will consist of placing asphalt concrete overlay, placing shoulder backing material, and thermoplastic striping, and pavement markers along North Beale Road from east of Griffith Avenue to Beale Air Force Base. The Engineer's Estimate for construction was \$1,365,000. The project is expected to be completed by October 2012.

COMMITTEE ACTION:

The Land Use and Public Works Committees were bypassed as this is a budgeted item.

FISCAL IMPACT:

The entire construction phase of this project, including construction engineering, is expected to cost approximately \$1,420,000 and will be funded 88.53% through the RSTP and CMAQ programs (\$1,257,126) with the remaining 11.47% to be funded by the Road Fund (\$162,874).

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



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

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Michael Lee, Public Works Director 

Date: May 15, 2012

Subject: Budget Revision for Unanticipated LTF Revenue

Recommendation:

Authorize a budget revision in the amount of \$264,686 across various expense line items to account for unanticipated Local Transportation Fund (LTF) revenue.

Background:

In 1971, the Transportation Development Act (TDA) was passed, dedicating 0.25% of the state sales tax to public transit to be administered by a Local Transportation Fund (LTF) created in each county. In our case, Yuba Sutter Transit receives this money. However, once Yuba Sutter Transit's needs are met, any excess LTF revenues can be spent on local streets and roads maintenance. The Yuba-Sutter Joint Powers Agreement specifies how these excess LTF revenues are apportioned to each local agency.

Each year during budget preparations, Yuba Sutter Transit provides us with an estimate of how much revenue the County should anticipate based on its transit needs for the year, with the excess funds apportioned per the formula in the Joint Powers Agreement.

Discussion:

LTF revenues ended up coming in much higher for FY 11/12 than anticipated. Public Works is proposing to budget this additional revenue across the following expense accounts.

Household Expense	\$2,000
Maintenance of Equipment	\$50,000
Maintenance of Buildings & Grounds	\$2,000
Memberships	\$1,000
Special Department Expense	\$146,686
Utilities	\$10,000
Fixed Assets	\$53,000

Committee Action:

Due to the routine nature of the request, the Land Use & Public Works Committee was bypassed.

Fiscal Impact:

No general fund impact. Increase of \$264,686 to the Sales Tax Transportation revenue account in the Road Fund (102-0000-312-08-00).

WHITE - AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: May 15 20 12

DEPARTMENT CDSA - Public Works

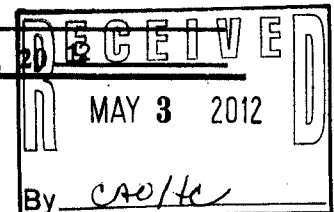
REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED



ACCOUNT NO.	NAME	AMOUNT
102-0000-312-08-00	Sales Tax Transportation	264,686

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-14-00	Household Expense	2,000
102-9100-431-17-00	Maint of Equipment	50,000
102-9100-431-18-00	Maint of Bldgs & Grounds	2,000
102-9100-431-20-00	Memberships	1,000
102-9100-431-28-00	Special Dept Expense	146,686
102-9100-431-30-00	Utilities	10,000
102-9100-431-62-00	Fixed Assets	53,000

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:

Increase revenue, and offsetting expenditures, as per SACOG's Adjusted Appropriation of Local Transportation Tax

APPROVED:

☒ AUDITOR - CONTROLLER

[Signature]
Signature

5/3/12
Date

Signature

[Signature]
Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

[Signature]
Signature

5/3/12
Date

Public Works Director

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

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*SPECIAL
PRESENTATIONS*

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THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N — SUPPORTING GREENPRINT INITIATIVE

WHEREAS, Yuba County is wonderfully defined by the vast variety of trees that cover our foothills, line the shores of our lakes and rivers, add texture to our valley floor and give character to our parks and neighborhoods; and

WHEREAS, the Yuba County Board of Supervisors believes trees improve air and water quality, reduce the erosion of precious topsoil, provide shade and habitat for wildlife, increase property values, enhance the economic viability of business areas and beautify our community; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, Yuba County acknowledges the importance of native tree woodlands and riparian areas as key features to sustain our ecosystems and promote our natural heritage; and

WHEREAS, the Yuba County Board of Supervisors supports ongoing efforts to make tree planting an important part of projects throughout the region; and

WHEREAS, Yuba County supports the importance of citizen awareness and community involvement as major contributors to healthy urban forests and in building neighborhood unity, community pride, and civic trust; and

WHEREAS, the Sacramento Tree Foundation is a nonprofit organization working to grow healthy, livable communities by leading the effort to plant 5 million trees in the Sacramento region; and

WHEREAS, since September 2010, Yuba County has been working closely with the Sacramento Tree Foundation to rally more than 2,000 volunteers – of which 88 percent were youth – participating in twenty different planting events on public land to put 716 trees into the ground; and

WHEREAS, the Yuba County Board of Supervisors shares the goals of the Sacramento Tree Foundation's Greenprint Initiative, where each day is Arbor Day, and is committed to continuing efforts to plant trees locally.

NOW, THEREFORE, the Board of Supervisors of Yuba County hereby proclaims support for the Greenprint Initiative and urges all citizens to embrace to value of trees and tree plantings throughout the year, as a means of keeping nature in our communities and enriching future generations.

Ad Stollen
CHAIRMAN



Donna Bodenmeyer
CLERK OF THE BOARD OF SUPERVISORS

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf 
From: Doug McCoy, Director, Administrative Services
Date: May 15, 2012
Re: Landscape Services Provider change

Recommendation

Consider and approve the contract for lawn and landscaping services at County facilities between the County of Yuba and Botanica Landscapes.

Background

In September 2010, the Board approved an agreement to provide lawn care and maintenance for County facilities with another company. This was the result of a Request for Proposal conducted by Administrative Services.

The following summer, through the County's regular contract management process, several deficiencies and low performance were identified in the services provided by this vendor. After numerous corrective actions notices, the County (Administrative Services) made the decision to terminate the contract with this vendor, and award the contract to the next lowest bidder, Botanica Landscapes.

Discussion

Under County guidelines, the Purchasing Agent is authorized to tentatively award an agreement for services for up to six months pending approval by the Board of Supervisors ('interim period contract'). As we near the end of the six month window, this vendor has performed satisfactorily and we propose to award the ongoing agreement.

Committee Action

This contract had been sent to the Board previously when originally awarded. Therefore, this item is bypassing committee.

Financial Impact

The financial impact to the General Fund remains the same. The monthly cost of \$4500 is budgeted in Building & Grounds' Professional Services budget.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Landscaping 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

United Landscape Resource, Inc. dba Botanica Landscapes
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: May 15, 2012

Termination Date: May 15, 2014

The term of this Agreement shall become effective on May 8, 2012 and shall continue in force and effect for a period of two years, unless sooner terminated in accordance with the terms of this Agreement. After this period, the term of this Agreement shall be extended for two, one-year periods at the option of the County.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The COUNTY'S Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. Ed Clavel, Executive Vice President, is the delegated authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – CONTRACTOR'S Proposal

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

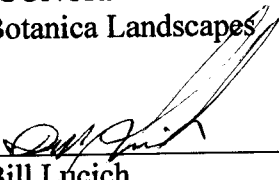
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

"COUNTY"
COUNTY OF YUBA


"CONTRACTOR"
Botanica Landscapes

Hal Stocker,
Chair



Bill Lucich,
Owner

INSURANCE PROVISIONS
APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


For: Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following landscape maintenance to be performed on a weekly basis as described below unless noted otherwise:

A.1.1. TURF AREAS:

1. Mow all turf areas uniformly at a height of no more than 3".
2. Mow in alternate patterns to prevent wheel ruts.
3. Edge along sidewalks, paved and hard surface areas
4. Weed-eat or edge all other turf borders
5. Control weeds using approved herbicides and/or by hand
6. Remove leaves, clippings, and other debris
7. Contractor shall dispose of all waste materials or refuse from his operation off-site.
8. Fertilize using approved fertilizer quarterly, or more often as necessary to ensure healthy growth and desirable appearance.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

A.1.2 FLOWER BEDS, PLANTER BOXES, SHRUBS, AND GROUND COVER AREAS:

1. Control weeds by hand and/or by using herbicides.
2. Detail, prune, and shape shrubs, flowers, groundcovers and bio-swale vegetation on a regular schedule to maintain a professional appearance
3. Winter prune all rose bushes and Crepe Myrtles.
4. Trim around structures, fixtures, and other plants.
5. Prune and/or edge overgrowth on curb or sidewalk line
6. Remove any clippings, leaves, trash or debris.
7. Fertilize annually using an approved fertilizer.
8. Contractor shall dispose of all waste materials or refuse from his operation off-site.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

A.1.3 TREES

1. Maintain lower canopies to six feet clearance
2. Remove and dispose of any sucker growth located around bases of trees
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

A.1.4 PARKING AREAS, SIDEWALKS, & COURTHOUSE MEMORIAL PIT:

1. Control weeds
2. Remove clippings, leaves, trash, and other debris
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

A.1.5 SOIL AERATION

1. Perform soil aeration annually in the Fall in all turf areas.

A.1.6 IRRIGATION SYSTEMS

1. Test all irrigation systems for proper operation monthly
2. Adjust irrigation times bi-monthly to reflect the change in seasons
3. Contractor is responsible for inspecting and familiarizing self with all irrigation systems.
4. Repair any malfunctioning or damaged sprinklers, drip lines, irrigation water supply pipes, or other irrigation components when discovered.
5. Parts and Labor are included in this contract for irrigation repair. This does not include valves, main lines or clocks. It does include lines after the valves and sprinkler heads.
6. The County Facilities Manager should be notified immediately if any main lines, valves or clocks are found damaged or are damaged as a result of an accident or negligence. CONTRACTOR will be responsible for damage caused by their employees due to accidental damage or negligence to the main lines, valves or clocks.

A.1.7 ATRIUMS

1. Atriums at the Government Center and the Library should be maintained on a weekly basis.
2. Weeds should be removed.
3. All Shrubbery should be trimmed and all clippings and debris should be removed.

A.1.8 ADDITIONAL WORK

1. Irrigation repair, tree work, application of ground cover, or any additional work not specified in A.1.1 through A.1.7 may be performed as needed, with the approval of the county on a "per item" additional time and materials basis. Hourly rates are specified in Attachment B, Section B.1.

A.1.9 SERVICE LOCATIONS

Location Description	Address	Cost per month
Courthouse	215 5 th Street, Marysville CA	\$ 539.00
Library	303 2 nd Street, Marysville	\$ 268.00
North Annex	935 14 th Street, Marysville	\$ 734.00
Government Center	915 8 th Street, Marysville	\$ 419.00
Packard Avenue	5730 Packard Avenue, Marysville	\$2540.00
Additional Work at the following Labor Rate*	As Required	\$60.00 per hour

*All additional work must be approved in writing and agreed upon by both parties before work is performed.

A.1.10 CONTRACTOR shall be responsible for responding to all emergencies within two (2) hours of notification during the hours of 7:00am and 5:00pm Monday through Friday.

A.1.11 CONTRACTOR shall designate one person or representative of the CONTRACTOR who is authorized to act on its behalf with respect to this specified work.

A.1.12 All work scheduled of the CONTRACTOR shall conform to all applicable COUNTY ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the County Facilities Manager who may modify them at any time. No additional costs shall be incurred by the COUNTY for any work schedule modifications which do not increase frequencies.

A.1.13 Debris and yard waste should be blown and removed off-site from all parking lots and open areas.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. CONTRACTOR will provide COUNTY with a work schedule outlining the days, hours and locations for COUNTY approval. Work is to begin within 10 days of contract execution.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services
ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed One Hundred and Twenty Five Thousand Dollars (\$125,000) for the term of this contract; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (\$125,000) without a formal written amendment to this Agreement approved by the COUNTY. CONTRACTOR'S bill should include a breakdown of costs by facility as outlined in A.1.9. COUNTY shall only pay for services at facilities where they were actually rendered. COUNTY may elect to remove or add facilities to this agreement. Additional facilities will be quoted by the CONTRACTOR upon request by the COUNTY, at a labor rate not to exceed \$60.00 per hour. All prices will be fixed for the term of this contract and all extensions.

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

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR 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 CONTRACTOR at contracted rates.

C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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

C.4 HAZARDOUS MATERIALS. CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR 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 CONTRACTOR.

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

C.7 SECURITY CLEARANCE AND BACKGROUND CHECK. CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to be escorted by an authorized COUNTY employee when accessing the time clocks at the Courthouse.

C.8 CERTIFICATIONS AND LICENSING. CONTRACTOR shall hold and maintain the California Contractors State License Board contracting license for Landscape Services known as a C-27 license.

C.9 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.10 MATERIAL SAFETY DATA SHEETS. CONTRACTORS shall furnish to the County, upon award of the contract and prior to commencing service, a Material Safety Data Sheet (MSDS) on all products and chemicals that may be used in any and all facilities. CONTRACTOR is responsible for furnishing an updated MSDS sheet immediately (within 8 calendar days) if an existing MSDS is updated. In the event that CONTRACTOR changes products or chemicals to be used in any County facility, an MSDS for the new product or chemical shall be provided to the County prior to its use.

C.11 PREVAILING WAGE. Pursuant to Section 1700, and following, of the California Labor Code, the CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The CONSULTANT shall forfeit, as penalty to the County of Yuba, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any sub consultant under him, in violation of the provision of such Labor Code.

C.12 PERSONNEL REQUIREMENTS. The CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks English language proficiently. All contract employees are to adhere to basic public works standards for working attire including: Uniform shirts with CONTRACTOR'S name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.

C.13 CONTRACTOR VEHICLE. CONTRACTOR is to provide all items necessary to provide transportation of the necessary equipment needed for services. This includes vehicle, fuel, equipment and identifiable information that indicates the CONTRACTOR'S name or logo and telephone number. Trucks are to be kept in a clean and presentable condition. COUNTY assumes no liability for any damage made to a CONTRACTOR vehicle by any act of nature, disaster, willful or accidental conduct or negligence.

C.15 MAINTENANCE AND REQUESTS. The COUNTY Facilities Manager should be notified immediately if any main lines, valves or clocks are found damaged or are damaged as a result of an accident or negligence. CONTRACTOR will be responsible for damage caused by their employees due to accidental damage or negligence to the main lines, valves or clocks.

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Ed Clavel
Botanica Landscapes
P.O. Box 569
Yuba City, CA 95992

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

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

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

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$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. | |

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 CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

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

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

E.2 WAIVER OF SUBROGATION. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

E.3 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

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

E.6 SUB-CONTRACTORS. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT F

CONTRACTOR'S PROPOSAL

See Attached Price Proposal Forms as provided by Botanica Landscapes.
All provisions set forth in this contract supersede any provisions found in the
CONTRACTOR'S proposal

BOTANICA LANDSCAPES

COMMERCIAL • RESIDENTIAL

August 26, 2010

Yuba County Department of
Administrative Services
ATTN: Purchasing and Contracts
915 8th Street, Ste 119
Marysville, CA 95901

Phone: 530-749-7882

Fax: 530-749-7884

Email: aarmstrong@co.yuba.ca

County Facility Landscaping Services Proposal #2

Provide 4,300 Landscape Maintenance Services Per "RFP County Facility Landscaping Services" Specifications For the Following Sites:

Government Center 915 8th Street in Marysville
Parkard Facility 5730 Packard Avenue in Marysville
Library 303 2nd Street in Marysville
Courthouse 215 5th Street in Marysville
North Annex 933 14th Street in Marysville

Monthly Price.....\$ 4,500

Thank you, Ed Clavel

Ed Clavel signed 8-26-10 date

Thank you for the opportunity to bid this project. If you have any questions regarding this estimate, please contact our office at (530) 671-1029. To approve this estimate and schedule a start date for the above work, please sign below and return a copy to us by fax or mail. Payment is due and payable in full upon completion.

X
Authorized Signature

Date



**COUNTY OF YUBA
PRICE PROPOSAL FORM**

Page 2 of 2

(This form should be included with your Proposal along with a Detailed Cost Estimate)

Location	Proposal #1	Proposal #2
Government Center 915 8 th Street Marysville, CA 95901	\$ 400. <u>00</u>	\$ 419. <u>00</u>
Packard Facility 5730 Packard Avenue Marysville, CA 95901	\$ 2427. <u>00</u>	\$ 2540. <u>00</u>
Library 303 2 nd Street Marysville, CA 95901	\$ 256. <u>00</u>	\$ 268. <u>00</u>
Courthouse 215 5 th Street Marysville, CA 95901	\$ 515. <u>00</u>	\$ 539. <u>00</u>
North Annex 935 14 th Street Marysville, CA 95901	\$ 762. <u>00</u>	\$ 734. <u>00</u>

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT G
REQUEST FOR PROPOSAL

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

County Facility Landscaping Services



PROPOSAL DUE DATE:

Thursday, August 19, 2010

The County of Yuba wishes to attain professional landscaping services for various county facilities located in Yuba County.

I. SCOPE OF WORK

Services to be provided to the County include:

Landscape maintenance shall be performed weekly as described below unless noted otherwise (See Table A for locations):

A. TURF AREAS:

1. Mow all turf areas uniformly at a height of no more than 3".
2. Mow in alternate patters to prevent wheel ruts.
3. Edge along sidewalks, paved and hard surface areas
4. Weed-eat or edge all other turf borders
5. Control weeds using approved herbicides and/or by hand
6. Remove leaves, clippings, and other debris
7. Contractor shall dispose of all waste materials or refuse from his operation off-site.
8. Fertilize using approved fertilizer quarterly, or more often as necessary to ensure healthy growth and desirable appearance.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

B. FLOWER BEDS, PLANTER BOXES, SHRUBS, AND GROUND COVER AREAS:

1. Control weeds by hand and/or by using herbicides.
2. Detail, prune, and shape shrubs, flowers, groundcovers and bio-swell vegetation on a regular schedule to maintain a professional appearance
3. Winter prune all rose bushes and Crepe Myrtles.
4. Trim around structures, fixtures, and other plants.
5. Prune and/or edge overgrowth on curb or sidewalk line
6. Remove any clippings, leaves, trash or debris.
7. Fertilize annually using an approved fertilizer.
8. Contractor shall dispose of all waste materials or refuse from his operation off-site.
9. Use of any fertilizers, herbicides, or pesticides must comply with all local, state, and federal law.

C. TREES

1. Maintain lower canopies to six feet clearance
2. Remove and dispose of any sucker growth located around bases of trees
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

D. PARKING AREAS, SIDEWALKS, & COURTHOUSE MEMORIAL PIT:

1. Control weeds
2. Remove clippings, leaves, trash, and other debris
3. Contractor shall dispose of all waste materials or refuse from his operation off-site.

E. SOIL AERATION

1. Perform soil aeration annually in the Fall in all turf areas.

F. IRRIGATION SYSTEMS

1. Report any malfunctioning or damaged sprinklers, drip lines, or other irrigation components to the county immediately
2. Test all irrigation systems for proper operation monthly
3. Adjust irrigation times bi-monthly to reflect the change in seasons
4. Contractor is responsible for inspecting and familiarizing self with all irrigation systems.

G. ADDITIONAL WORK

1. Irrigation repair, tree work, application of ground cover, or any additional work may be performed as needed, with the approval of the county on a "per item" additional time and materials basis.

Your bid submission should include 2 proposals:

PROPOSAL #1: Items A-G Only

PROPOSAL #2: Includes all work contained in items A-G above, plus the following items added to item F, Irrigation Systems:

- a. Repair any malfunctioning or damaged sprinklers, drip lines, irrigation water supply pipes, or other irrigation components when discovered.
- b. Test all irrigation systems for proper operation monthly
- c. Adjust irrigation times bi-monthly to reflect the change in seasons
- d. Contractor is responsible for inspecting and familiarizing self with all irrigation systems.

And lastly, an hourly time and materials rate should be indicated on your proposal form.

Table A

Facility	Address
Government Center	915 8 th Street, Marysville, CA 95901
Packard	5730 Packard Avenue, Marysville, CA 95901
Library	303 2 nd Street, Marysville, CA 95901
Courthouse	215 5 th Street, Marysville, CA 95901
North Annex	935 14 th Street, Marysville, CA 95901

II. STATEMENT OF QUALIFICATIONS

All submissions should include the following information:

- A company profile outlining its history, experience, size, and affiliations.
- An outline of a minimum of three current customers/clients with similar projects in scope and size, including their contact information
- The names and qualifications of key personnel to be assigned to this project
- Proof of a State of California C-27 landscape contractor's license.
- Proof of a State of California D-49 tree service.
- Proof of continuous Workers Compensation coverage (either copy of previous Insurance Acords or a letter from your provider stating the number of years of continuous coverage will suffice).

III. ADDITIONAL REQUIREMENTS

- a.) Contractor must have direct experience conducting work in similar scope and implementation on at least three projects of equal or greater scope.
- b.) Contractor shall be responsible for responding to all emergencies within two (2) hours of notification during the hours of 7:00am and 5:00pm, Monday through Friday.
- c.) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- d.) All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Facilities Manager who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies.
- e.) The Contractor shall plan and conduct work in a manner that will safeguard all persons from injury in accordance with Cal OSHA regulations and shall take precautions required by all other applicable government regulations.
- f.) The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- g.) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contract employees are to adhere to basic public works standards for

working attire including: uniform shirts with Contractor's name or logo clearly visible at all times when working at all locations, proper shoes and other equipment required by State Safety Regulations. Shirts are to be maintained in a neat and presentable condition.

- h.) All Contractor vehicles are to have a readable sign with Contractor's name or logo and telephone number. Trucks are to be kept in a clean and presentable condition.
- i.) The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- j.) Part of the selection process will include a credit check and financial evaluation of the business.
- k.) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- l.) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required and Contractor shall bear the cost for meeting this standard for all employees.
- m.) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- n.) Contractor should be able to provide proof that they have had a continuous C-27 license to provide landscaping services for a minimum of five years, without any delinquencies.
- o.) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- p.) Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Contractor whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, and responsibility:

- a.) The lowest price is determined by the total cost to the County.
- b.) Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c.) A responsible Contractor shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Contractor that meets the best interest of the County as interpreted by the County.

The County reserves the right to remove services at any particular facility. The final determination of location, dates, times, and services provided will be incorporated into the final agreement for services (contract).

V. PRE-PROPOSAL BIDDERS CONFERENCE

A mandatory pre-proposal bidders conference will take place on Friday, August 13, 2010 beginning at 10:00am:

Date & Time: Friday, June 11, 2010 10:00am
Location: Meet at the Yuba County Government Center
915 8th Street, Conference Room 2
Marysville, CA 95901

Prospective Contractors must send an email RSVP to the contact person listed by 2:00pm PST on Wednesday, August 11, 2010.

Following the August 12th bidders conference, you will be provided various facilities where services are needed. A map of the facilities and prospective services at each facility will be provided at the pre-proposal conference. While the pre-proposal conference and visiting the facilities is not required, the County anticipates that the information provided will be very helpful and will improve proposals; therefore, interested Contractors are encouraged to participate.

VI. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Statement of Qualifications
- Scope of Work
- Detailed Cost Estimate
- Attached Proposal Form
- Workers Compensation History
- Key Employee Information

VII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a.) **Contract Term.** The term of the agreement resulting from this solicitation will be annual, with two one year extensions at the County's option. The contract is expected to start in July 2010.
- b.) **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete contract and agree upon start date and work schedule. County desires for work to begin in July 2010.
- c.) **Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- d.) **References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- e.) **Submittal Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FIVE proposals must be submitted in a sealed envelope, clearly marked **"County Facility Landscaping RFP"** to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
915 Eighth Street, Suite 119
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.
- f.) **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Thursday, August 19, 2010 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.

g.) **Proposal Validity.** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

Contact Information. Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email aarmstrong@co.yuba.ca.us, fax 530-749-7884.

All questions received in writing must be received by Friday, August 13, 2010 and will be responded to in the same form as received.

**COUNTY OF YUBA
PRICE PROPOSAL FORM
Page 1 of 2**

(This form should be included with your Proposal along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

COUNTY FACILITY LANDSCAPE MAINTENANCE

RFP NAME: _____

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

DUNS NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

MONTHLY RATE: _____

IDENTIFY THE HOURLY RATE AT WHICH THE COUNTY WILL BE INVOICED FOR TIME AND MATERIALS ARISING FROM SERVICES THAT ARE OUTSIDE THE SPECIFICATIONS OF THE ABOVE DESIGNATED LANDSCAPE MAINTENANCE SERVICES:

LABOR RATE \$ _____ PER HOUR

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

**COUNTY OF YUBA
PRICE PROPOSAL FORM**

Page 2 of 2

(This form should be included with your Proposal along with a Detailed Cost Estimate)

Location	Proposal #1	Proposal #2
Government Center 915 8 th Street Marysville, CA 95901		
Packard Facility 5730 Packard Avenue Marysville, CA 95901		
Library 303 2 nd Street Marysville, CA 95901		
Courthouse 215 5 th Street Marysville, CA 95901		
North Annex 935 14 th Street Marysville, CA 95901		

Insurance Requirements for Contractors/Consultants

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$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 injury by disease, \$1,000,000 each employee bodily injury by disease. |

If the contractor maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the contractors.

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 Contractor shall provide a

financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor'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 Contractor's insurance and shall not contribute with it.
3. 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.

Waiver of Subrogation

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Wheatland Cemetery District – Director

Date: May 15, 2012

Recommendation

Appoint one individual to the Wheatland Cemetery District with term ending April 13, 2014.

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 regularly. This is an unscheduled vacancy due to the resignation of Mr. Donald Boom. Applications have been received from Ms. Karan Curbow, Ms. Marilyn Waltz and, Ms. Patricia E. Agles and are attached for your review and consideration.

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

Fiscal Impact

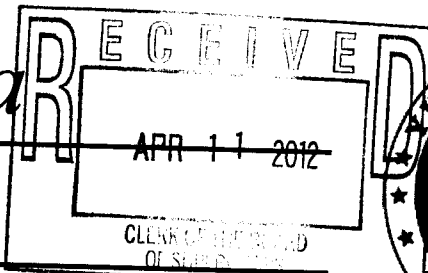
None. Members of the panel serve without compensation.

Committee Action

Brought directly to the Board for consideration.

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: WHEATLAND CEMETERY DISTRICT

APPLICANT NAME: Karan Curbow

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: Wheatland ca 95692

TELEPHONE: HOME [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Teacher MUSD
SUPERVISOR/DISTRICT
NUMBER: 4

REASONS YOU WISH TO
SERVE ON THIS BODY: To continue with the maintenance, quality and historical value of the Cemetery -

QUALIFICATIONS: Past Wheatland High School Board member

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: Planning Commissioner Wheatland Lions

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.

Karan Curbow
SIGNATURE

April 11, 2012
DATE

THIS SECTION FOR OFFICE USE ONLY

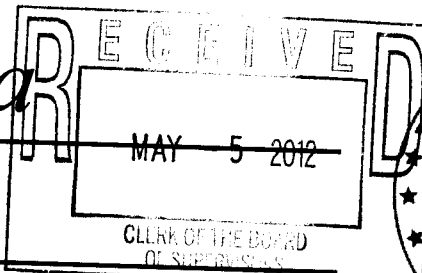
☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ 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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: WHEATLAND CEMETERY DISTRICT

APPLICANT NAME:

MARILYN B. WALTZ

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

RANCHER

REASONS YOU WISH TO

SERVE ON THIS BODY:

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

BOARD VACANCY - I BELIEVE I CAN ADD
A LOT OF PAST HISTORY AND HELP BUILD THE
LIFE TIME RESIDENT OF YUBA COUNTY. FUTURE
I HAVE MANY GENERATIONS OF FAMILY BURIED
WHEATLAND ELEMENTARY SCHOOL BOARD THERE
WHEATLAND WATER DISTRICT SINCE 1978 -

SEC. TREAS.
TX COLLECTOR
ASSESSOR

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

Marilyn B. Waltz

DATE

5-7-12

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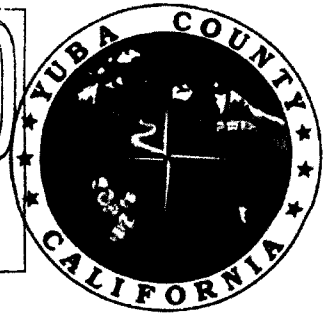
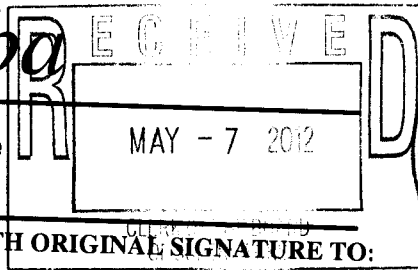
☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ 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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Wheatland Cemetery Board

APPLICANT NAME:

Patricia E. Agles

MAILING ADDRESS:

PHYSICAL ADDRESS:

Wheatland CA 95692

TELEPHONE:

HOME:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Counselor / teacher

REASONS YOU WISH TO

SERVE ON THIS BODY:

I have a lifelong interest in history
(former history teacher) & cemeteries.

QUALIFICATIONS:

Previously volunteered at Gridley
cemetery. Historical background.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Officer in many clubs and groups but
none elected / public.

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

Patricia E. Agles

DATE

May 3rd 2012

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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



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May 15, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: RECEIVE PRESENTATION ON DRAFT UPDATE TO SOUTH YUBA
DRAINAGE MASTER PLAN

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

RECOMMENDATION:

Receive presentation on draft update to the South Yuba Drainage Master Plan (SYDMP).

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.

This Plan was last updated in 1992 and since that time a large portion of the work has been accomplished. The SYDMP was update d to reflect current conditions, while taking a new look at what improvements are still needed in the south county area to fully realize optimum drainage conditions. This update is also a precursor to updating the County's drainage impact fees to reflect more current conditions.

DISCUSSION:

Over the past decade, the significant drainage improvement projects (Olivehurst Interceptor, South Olivehurst Detention Basin, etc...) have largely solved the interior drainage problems in the Olivehurst area, essentially removing all parcels located in Olivehurst from the 100-year floodplain. This is not to say that localized flooding no longer occurs in Olivehurst, but rather that properties in Olivehurst currently receive the benefit of lower flood insurance rates because they are not located in a FEMA 100-year floodplain. The scope of this study was larger in scale and not to the specificity of addressing little pockets of localized flooding.

The focus of this update was in the East Linda area since, unlike Olivehurst, portions of East Linda currently remain in the 100-year floodplain.

The goals of this Master Plan update were multi-faceted as identified below.

- 1) To integrate past studies which utilized separate hydrologic/hydraulic models for East Linda, Upper Linda Drain, and Upper Olivehurst Drain into a single model for current conditions.
- 2) To develop future conditions hydrologic/hydraulic models representing the effects of potential development in the East Linda area.
- 3) To identify alternative drainage projects, which, when completed, will provide adequate storm drainage for existing as well as future development in the East Linda area.
- 4) To identify alternative drainage projects, which, when completed, will minimize the County maintenance and operating costs associated with pump stations, ditches, and distributed small detention facilities.
- 5) To serve as the basis for a nexus study to update the drainage impact fees.
- 6) To provide a guide for right of way acquisition associated with drainage improvements identified in the study.
- 7) To provide the analysis to facilitate the design and construction of future drainage infrastructure in the East Linda area.

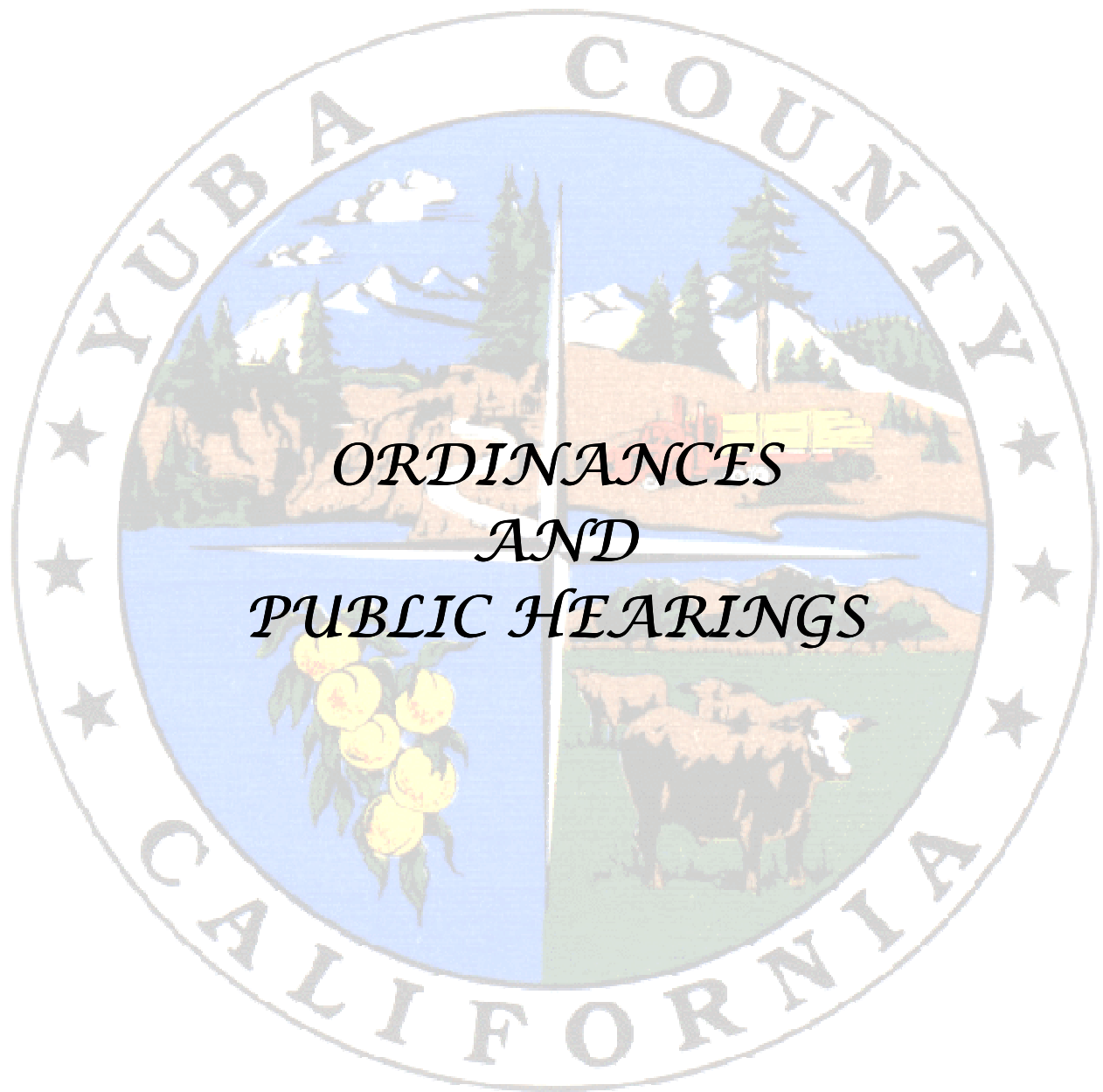
The study provides three alternatives for your Board's consideration. The purpose of today's meeting is to present the draft study to your Board for comment, as well as solicit input from the public.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the approved FY 2011/12 budget.

FISCAL IMPACT:

The total cost of the SYDMP update was \$90,000. Funding for this project came 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. There is no fiscal impact related to today's action.



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



187-12

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To: Yuba County Board of Supervisors
From: Kevin Mallen, CDSA Director
Date: May 15, 2012 
Subject: Deferral and Waiver of Certain Impact Fees

Recommendation:

Adopt the attached Ordinance amending Chapter 13.80, Deferral and Waiver of Certain Impact Fees.

Background:

In August of 2008 the Board adopted Chapter 13.80, Deferral of Certain Impact Fees (see attached copy of Chapter 13.80) in response to the sudden reduction in building permits. The intent of the deferral is to encourage continued development of new residential and nonresidential buildings by deferring certain impact fees that were previously required to be paid at issuance of a building permit. This Chapter does not address the rates or areas of applicability of impact fees, just the timing of payment.

For single family residential permits the deferral requires the payment of fees prior to final inspection and for multifamily residential and nonresidential more flexibility was given with the payment being allowed on a pro rate share based on the portion of the development requesting final inspection.

In May of 2010 the Board adopted an amendment to the Ordinance extending the expiration date from June 30, 2010 to June 30, 2012.

One of the fees deferred as part of the Ordinance is the PLSP/NASA Road Improvement Fee. This fee as the name implies is collected from new homes and businesses within the Plumas Lake/North Arboga areas to construct road improvements to handle increased traffic as these areas grow. In order to keep the improvements at a pace that would reduce traffic congestion, the fee consists of a base fee that would cover all the anticipated road improvements upon completion of all the homes, as well as an Advance Funding Charge (AFC) that is essentially a loan from the initial homes that is to be repaid in later years by the last homes paying the fee.

Discussion:

Since August of 2008 hundreds of building permits have been issued utilizing the new deferral process with great success. However, the recovery of the economy appears to still be in a delicate stage and not in a position to bounce back to a pre-recession pace of land development anytime soon.

Staff is recommending that the expiration of the deferral ordinance be extended from June 30, 2012 to June 30, 2014 as well as adding the waiver of one particular fee during this period to help further stimulate development. The one impact fee proposed to be waived is the AFC portion of the PLSP/NASA Road Improvement Fee, which for fiscal year 2011/12 is \$7,498 per home.

The AFC loan mechanism is intended to advance the funding of the two freeway interchange projects that serve Plumas Lake as well as the extension of River Oaks Blvd to Arboga Road. Based on current fund balances, construction schedules and cost estimates, staff believes the PLSP Road Fee fund is capable of foregoing the collection of the AFC for two years and not delay the construction of the projects. Furthermore, the AFC portion of the fee is a loan mechanism collected as part of the fee and then planned for repayment by future fees collected after the projects have been completed and therefore no repayment or backfill of the waiver is required of the general fund.

Due to the list of fees being deferred including County as well as fees collected on behalf of Linda Fire and OPUD, staff has solicited and received concurrence from both of the other agencies prior to placing the proposed extension before the Board.

Committee Action:

The Land Use and Public Works Committee recommends approval.

Fiscal Impact:

The ability to provide certainty in service fee amounts, longer map life and cash flow relief should encourage continued investment in the County resulting in additional revenues to provide vital services.

Attachments:

Ordinance amendment to Chapter 13.80

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13.80 ADDRESSING DEFERRAL AND
WAIVER OF CERTAIN IMPACT FEES**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: Pan Geramone

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 13.80 of Title XIII of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 13.80.000

DEFERRAL AND WAIVER OF CERTAIN IMPACT FEES

Sections:

13.80.010	Title
13.80.020	Purpose
13.80.030	Applicable Fee Programs
13.80.040	Fee Deferral Program
13.80.050	Fee Adjustments
13.80.060	Fee Waiver
13.80.070	Expiration

13.80.010 TITLE. This Chapter shall be known and cited as the "Deferral and Waiver of Certain Impact Fees."

13.80.020 PURPOSE. The County of Yuba desires to encourage the continued investment of new residential and nonresidential development within the County during difficult economic times. The County finds that payment of certain impact fees at issuance of a building permit during difficult economic conditions creates a barrier to such development and desires, by adoption of this Chapter, to ease such barrier by deferring the time of payment of certain fees. In addition, the County finds that waiver of the advance funding charge portion of the PLSP/NASA Road Improvement Fee will be beneficial to stimulating development while not adversely affecting road improvement projects.

13.80.060 FEE WAIVER. Notwithstanding any other provision of this Code, all building permits applied for or issued during the time this Chapter is in effect shall be allowed waiver of the Advanced Funding Charge portion of the PLSP/NASA Road Improvement Fee, the amount of which for fiscal year 2011/12 is \$7,498.

13.80.070 EXPIRATION. This Chapter shall remain in effect until June 30, 2014, and as of that date is repealed unless sooner extended or reenacted. All building permits applied for or issued while this Chapter is in effect will be allowed deferral of fees in accordance

with this Chapter even if the deferral of payment extends beyond the date this Chapter is repealed.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



189-12

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CODE ENFORCEMENT
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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Public Works Director 

SUBJECT: Gledhill Landscaping and Lighting District

DATE: May 15, 2012

Recommendation

Approve the attached resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District.

Background

On April 17, 2012, your Board approved a resolution adopting the Engineer's Report and declaring an intention to levy and collect assessments within the District and established that a public hearing be held on May 15, 2012 at 9:30 a.m. in the Board of Supervisors Chambers.

Discussion

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for fiscal year 2012/2013. There has been no change in the assessment rate from last year's rate. There are 3,670 dwelling units that are assessed at \$13.20 for the total revenue of \$48,444.00 for the fiscal year 2012/2013. These funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

RESOLUTION CONFIRMING THE)
DIAGRAM AND ASSESSMENTS WITHIN)
GLEDHILL LANDSCAPING AND LIGHTING)
DISTRICT)

RESOLUTION NO. _____

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22631) the Board of Supervisors shall adopt a resolution confirming the Diagram and Assessment for Gledhill Landscaping and Lighting District for fiscal year 2012/2013, and

WHEREAS, on April 17, 2012, the Board of Supervisors adopted a resolution declaring its intention to levy and collect assessments within Gledhill Landscaping and Lighting District and held a public hearing on said intention on May 15, 2012 in the Board of Supervisors Chambers, 915 Eighth Street, Marysville, California, and,

WHEREAS, said public hearing was held as ordered, and all interested parties and proponents were heard.

NOW THEREFORE BE IN RESOLVED, the Board of Supervisors hereby finds, declares and orders:

- 1) Pursuant to and in accordance with orders contained in the aforesaid Resolution, notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, one time pursuant to Government Code Section 6061.
- 2) A public hearing was held and ordered and said Board of Supervisors met to hear any protests or objections to the intention to levy and collect assessments at the aforesaid time and place.
- 3) At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to intention to levy and collect assessments.
- 4) The diagram for the district is confirmed (Appendix A).
- 5) Order levy and collection of assessments for the maintenance, operation and improvements to all district parks for fiscal year 2012/2013.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

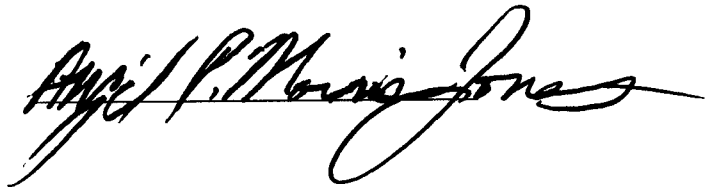
ABSTAIN:

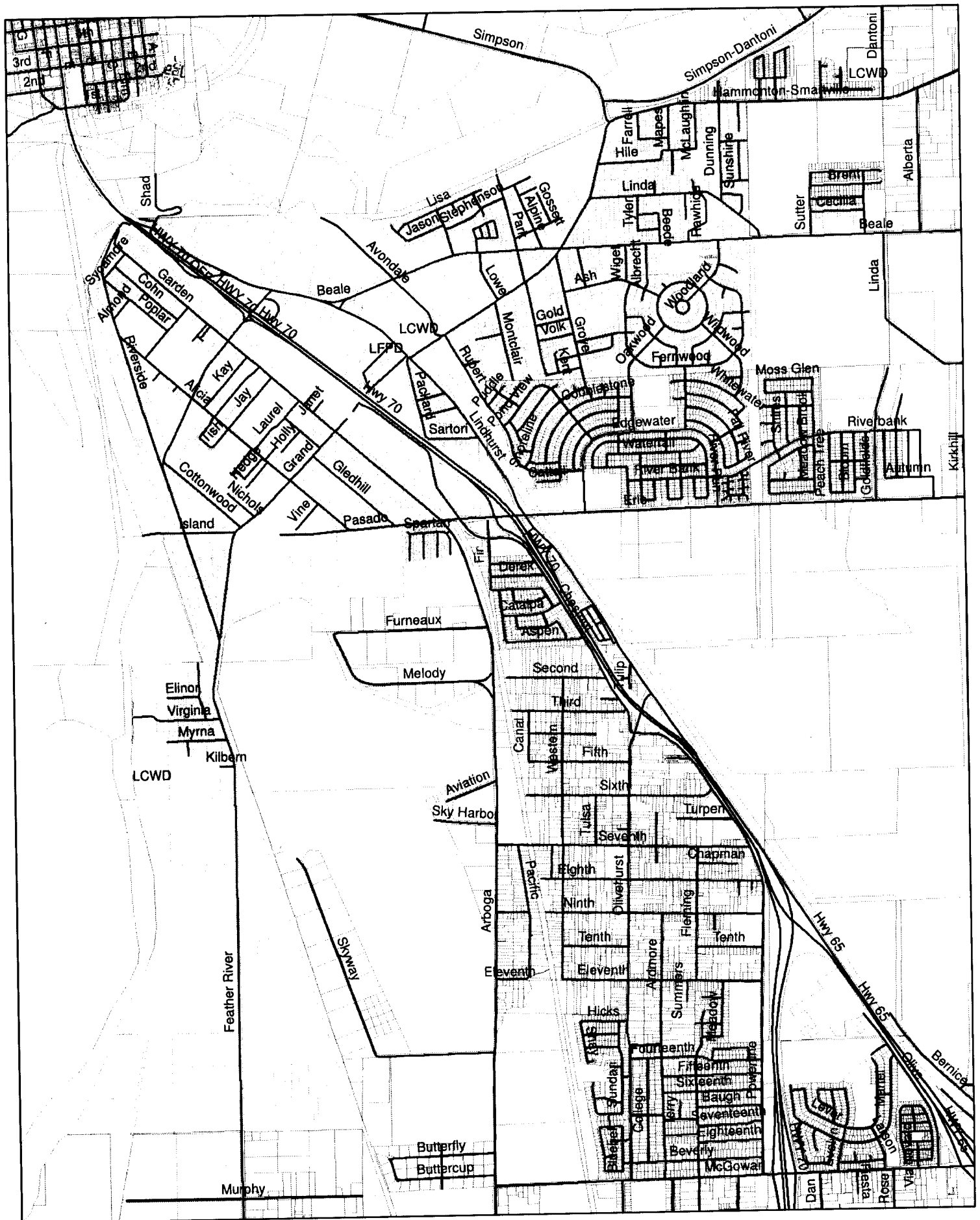
Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

by: _____

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

A handwritten signature in black ink, reading "Angil P. Morris-Jones", written over a horizontal line.



APPENDIX "A" GLEDHILL LIGHTING & LANDSCAPING DISTRICT

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

TO: Board of Supervisors

FROM: Michael Lee, Public Works Director

SUBJECT: Linda Street Lighting Maintenance District

DATE: May 15, 2012



189-12

749-544

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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Recommendation

Adopt the attached Resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2012-2013.

Background

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, part 3, Chapter 26, commencing with section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

Discussion

Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54717, subdivision (c), authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2012-2013 is \$12 per unit, the same as for fiscal year 2011-2012. There are a total of 3,895 units that are assessed \$12.00 per unit for the total revenue of \$46,740.00 for the fiscal year 2012-2013. These funds are used to maintain and operate the street lights.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

**RESOLUTION DETERMINING)
AND IMPOSING ASSESSMENT)
WITHIN LINDA STREET LIGHTING)
MAINTENANCE DISTRICT)**

RESOLUTION NO. _____

WHEREAS, Linda Street Lighting Maintenance district was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with section 5830); and

WHEREAS, subsequent to formation, annual assessments have been imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company; and

WHEREAS, the current \$12.00 per unit assessment was imposed on August 23, 1995; and

WHEREAS, Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54715(a), authorizes the Board of Supervisors to determine and propose for adoption an annual assessment on each parcel of real property within the jurisdiction of the local agency, by ordinance or resolution, adopted after notice and public hearing.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors hereby:

1. Finds that the estimated cost of maintaining and operating the street lights within the Linda Street Lighting Maintenance District during fiscal year 2012-2013 is \$135,000.00.
2. Finds that the estimated benefit to each unit within the Linda Street Lighting Maintenance District for the ensuing fiscal year 2012-2013 is Twelve Dollars (\$12.00).
3. Hereby levies an assessment of Twelve Dollars (\$12.00) per unit on each parcel of real property within the Linda Street Lighting Maintenance District for the ensuing fiscal year.
4. The diagram for the district is confirmed (Appendix A).

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012, by the following vote.

AYES:

NOES:

ABSENT:

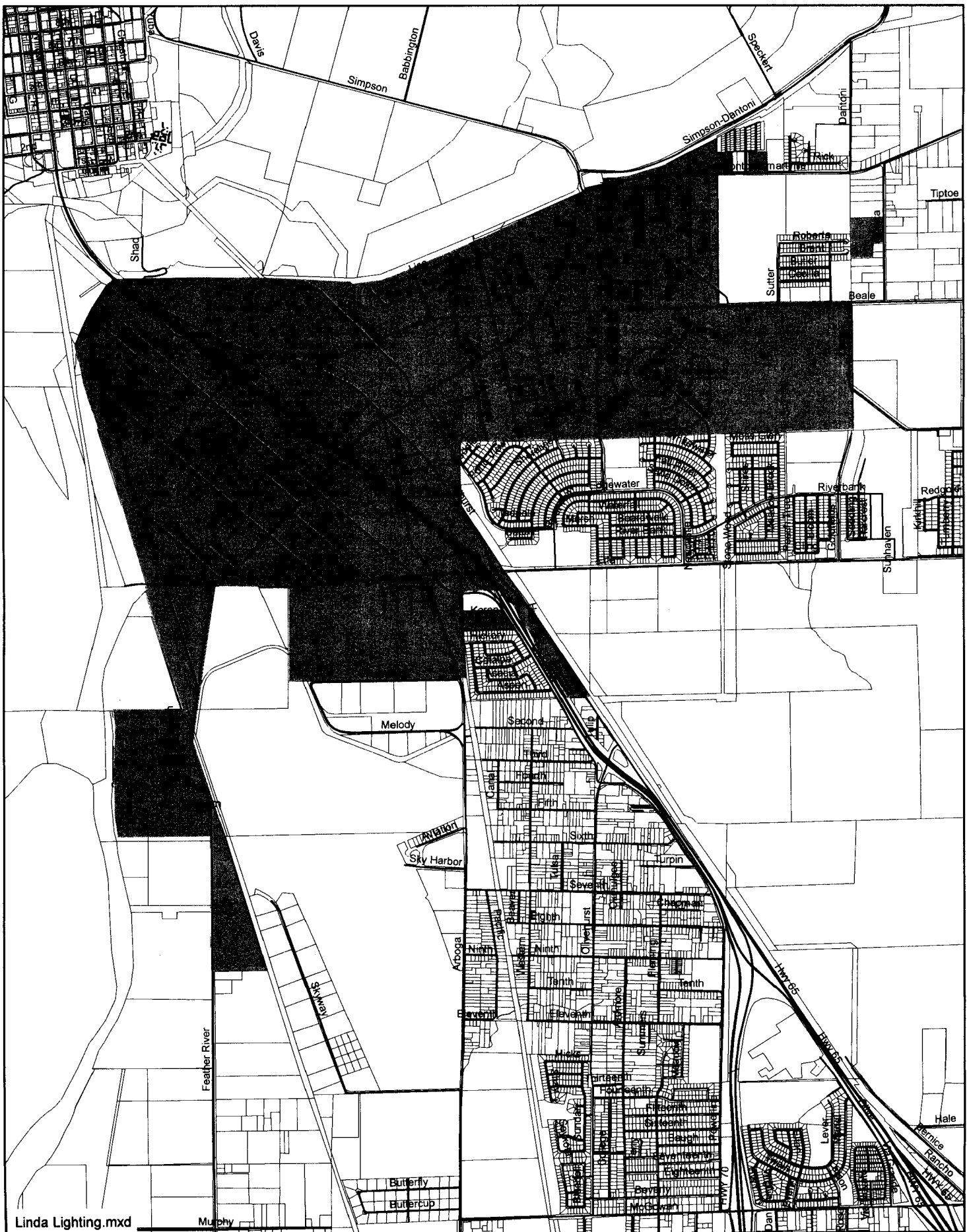
ABSTAIN:

Chairman

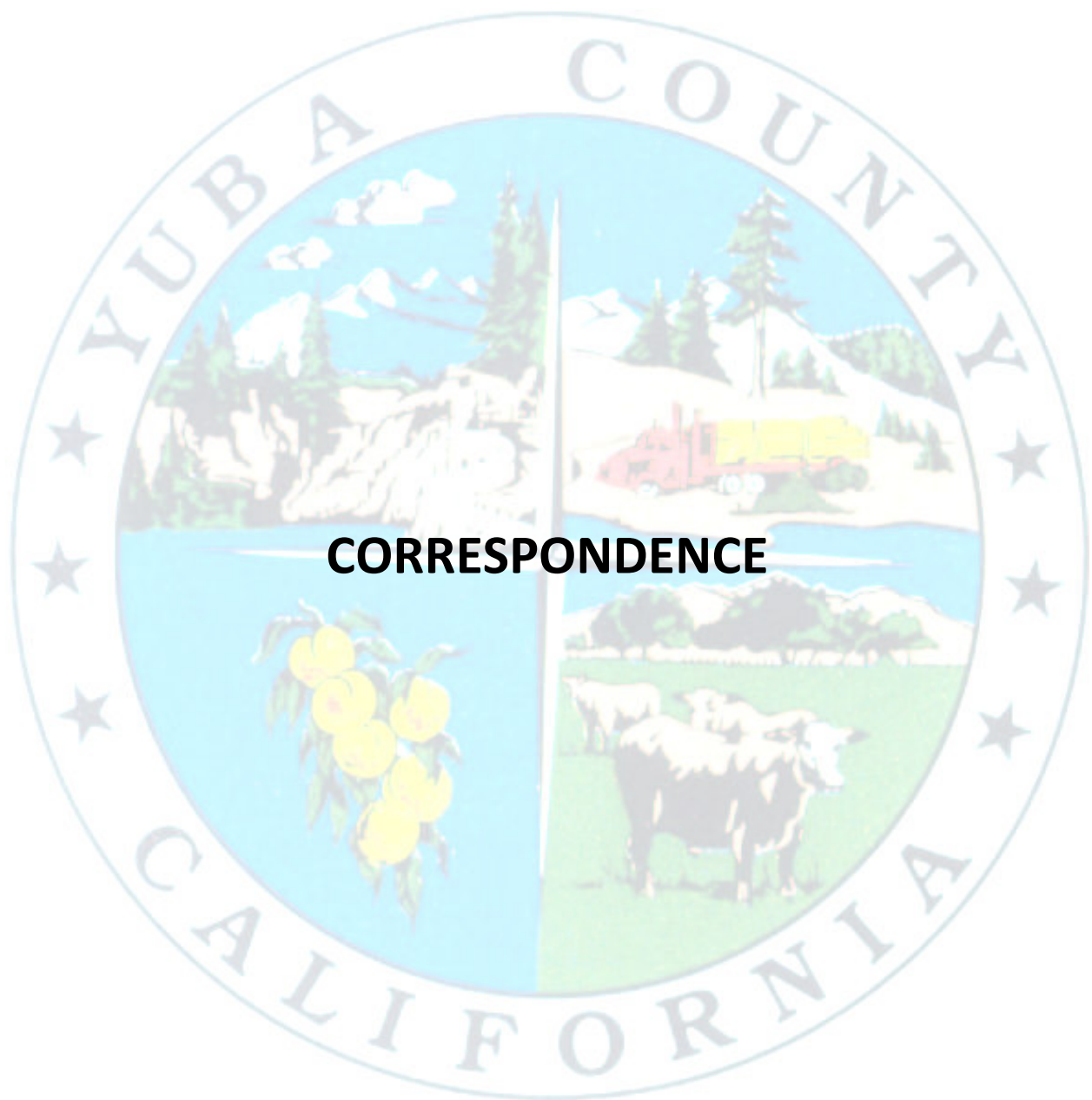
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





APPENDIX "A"
LINDA LIGHTING DISTRICT





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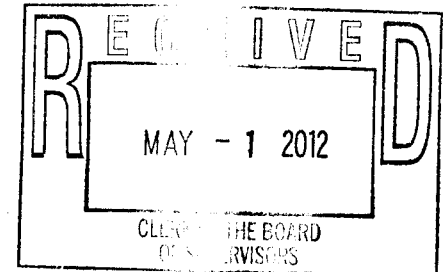
**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

TO: Donna Stottlemeyer, Clerk of the Board of Supervisors
Yuba County Board of Supervisors

FROM: *CLL*
Carl L. Lewis
Director of Financial Management

DATE: April, 30, 2012

SUBJECT: Annual Single Audit (OMB A -133) Report for Fiscal Year ending June 30, 2011



Enclosed is a copy of subject Audit Report.

CLL: tp
Enclosure

BOS CORRESPONDENCE A

Grant Bennett Associates

A PROFESSIONAL CORPORATION

March 30, 2012

To the Governing Board
Area 4 Agency on Aging

We have audited the financial statements of Area 4 Agency on Aging for the year ended June 30, 2011, and have issued our report thereon dated March 30, 2012. Professional standards require that we provide you with information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 8, 2011. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Area 4 Agency on Aging are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2011. We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of property and equipment, the collectability of receivables and the accrual for compensated absences is based on a number of assumptions about future events. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.



www.gbacpa.com

1375 Exposition Blvd., Suite 230
Sacramento, CA 95815

Voice 916/922-5109 FAX 916/641-5200

2440 Camino Ramon, Suite 160
San Ramon, CA 94596

Voice 925/867-4471 FAX 925/866-7098

To the Board of Governors of
Area 4 Agency on Aging
March 30, 2012
Page 2

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We proposed no adjustments which in our judgment, could have had a significant effect on the Agency's financial reporting process.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 30, 2012.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

To the Board of Governors of
Area 4 Agency on Aging
March 30, 2012
Page 3

Other Information in Documents Containing Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Governors of Area 4 Agency on Aging and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



Lake Francis Grange #745
PO Box 76
Dobbins, CA 95935

April 30, 2012

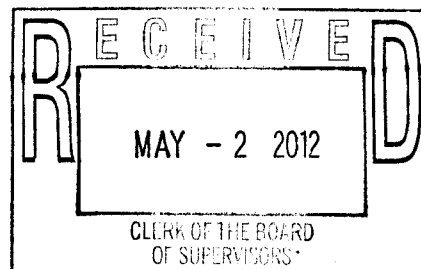
Yuba County Board of Supervisors
915 8th Street Suite 109
Marysville, CA 95901

Honorable Supervisors:

At our regular Grange meeting on April 27th, 2012 a presentation was made regarding a proposed ballot measure intended to protect lands designated as Natural Resource in the corresponding element of the Yuba County 2030 General Plan. This measure, if passed by the voters of Yuba County, would ensure that the provisions in said General Plan "governing intent and maximum building intensity may not be changed except by vote of the people". As this applies to preservation of open space and agricultural lands, attendees at our meeting support the position that such assurances should be at the will of the people as the "Natural Resource Preservation Initiative" would mandate. A vote was taken asking attendees at our meeting to determine if placing the measure on the ballot should be supported by the Lake Francis Grange. The proposal was passed and this is to advise you that the Lake Francis Grange supports placing the subject measure on the ballot.

Respectfully:

Richard Dahms, Master
Lake Francis Grange #745



BOS CORRESPONDENCE B

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COMMISSIONERS

Daniel W. Richards, President
Upland
Michael Sutton, Vice President
Monterey
Jim Kellogg, Member
Discovery Bay
Richard Rogers, Member
Santa Barbara
Jack Baylis, Member
Los Angeles

EDMUND G. BROWN, JR.



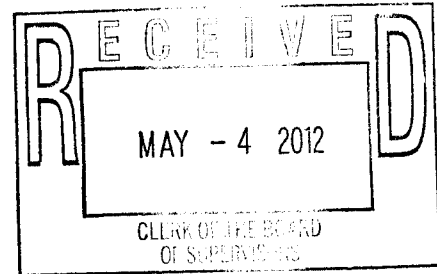
Governor

Sonke Mastrup
EXECUTIVE DIRECTOR
1416 Ninth Street, Room 1320
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission

May 1, 2012



TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 502, Title 14, California Code of Regulations, relating to waterfowl hunting, which will be published in the California Regulatory Notice Register on May 4, 2012.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Dr. Eric Loft, Chief, Wildlife Branch, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Tiemann".

Sheri Tiemann
Staff Services Analyst

Attachment

5-4-12:Copy provided to Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE C

TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 202 and 355 of the Fish and Game Code and to implement, interpret or make specific sections 202, 355 and 356 of said Code, proposes to amend Section 502, Title 14, California Code of Regulations, relating to waterfowl hunting.

Informative Digest/Policy Statement Overview

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and establish daily bag and possession limits. In addition to the four proposals contained herein, the U.S. Fish and Wildlife Service (Service), after analysis of waterfowl population survey and other data, may change federal regulations; if this occurs, changes in existing and proposed regulations in California may be necessary. Changes in federal regulations for season opening and closing dates, elimination or creation of special management areas, season length, and daily bag limits for migratory birds may occur. Item 1 requires changes in the federal regulations and must be approved by the Pacific Flyway Council at its meeting on July 13, 2012. Item 4 (including the table below) provide a proposed range of season dates and bag limits for waterfowl. The Service will consider recommendations from the Flyway Council at their meeting on July 27, 2012. At this time, the California Waterfowl Breeding Population Survey has not been conducted and the Service has not established federal regulation "frameworks" which will occur in August after the analysis of current waterfowl population survey, other data, input from the Flyway Councils and the public. Also, minor editorial changes are proposed to clarify and simplify the regulations and to comply with existing federal frameworks.

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2012-2013.

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

The Department's proposals are as follows:

1. Increase the possession limit to triple the daily bag limit for brant, ducks, and geese in all zones.
2. Amend the language in the Balance of State Zone Late Season goose hunt. To clarify the language as requested by the Fish and Game Commission's August 3 meeting and to maintain consistency, the Department proposes to add "During the Late Season, hunting is not permitted on wildlife areas listed in Sections 550-552 EXCEPT Type C wildlife areas in the North Central Region."

3. Amend the language in the North Coast and Imperial County Special Management areas (SMA) Late Season goose hunt. To clarify the language as requested by the Fish and Game Commission's August 3 meeting and to maintain consistency, the Department proposes to add "During the Late Season, hunting is not permitted on wildlife areas listed in Sections 550-552".
4. Provide a range of waterfowl hunting season lengths (which may be split into two segments) between 38 and 107 days (including 2 youth waterfowl hunt days) for all hunting methods. A range of daily bag limits is also given for ducks in all zones. Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone. See table below for season and bag limit ranges.

Summary of Proposed Waterfowl Hunting Regulations			
AREA	SPECIES	SEASONS	DAILY BAG & POSSESSION LIMITS
Statewide	Coots & Moorhens	Concurrent w/duck season	25/day. 25 in possession
Northeastern Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards but no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	
Southern San Joaquin Valley Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	
Southern California Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 hen mallards, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	100 days	
Colorado River Zone	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females or Mexican-like ducks, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	Between 101 & 105 days	
Balance of State Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup and Dark and White Geese.</i>	Ducks	Between 38 & 105 days	4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit double-triple the daily bag.
	Pintail Canvasback Scaup	Between 0 & 105 days	
	Geese	Early Season: 5 days (CAGO only) Regular Season: 100 days Late Season: 5 days (whitefronts and white geese)	

Summary of Proposed Waterfowl Hunting Regulations, Continued

SPECIAL AREA	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
North Coast <i>Season may be split</i>	All Canada Geese	105 days except for Large Canada geese which can not exceed 100 days or extend beyond the last Sunday in January.	6/day, only 1 may be a Large Canada goose. Possession limit double-triple the daily bag. Large Canada geese are closed during the Late Season.
Humboldt Bay South Spit	All species	Closed during brant season	
Sacramento Valley	White-fronted geese	Open concurrently with general goose season through Dec 14-21	2/day. Possession limit double-triple the daily bag.
Morro Bay	All species	Open in designated areas only	Waterfowl season opens concurrently with brant season.
Martis Creek Lake	All species	Closed until Nov 16	
Northern Brant	Black Brant	From Nov 7 for 30 days	2/day. Possession limit double-triple the daily bag.
Balance of State Brant	Black Brant	From the second Saturday in November for 30 days	2/day. Possession limit double-triple the daily bag.
Imperial County <i>Season may be split</i>	White Geese	102 days	6/day. Possession limit double-triple the daily bag.
YOUTH WATERFOWL HUNTING DAYS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	The Saturday fourteen days before the opening of waterfowl season extending for 2 days.	Same as regular season
Southern San Joaquin Valley Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Southern California Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
Colorado River Zone		The Saturday following the closing for waterfowl season extending for 2 days.	
Balance of State Zone		The Saturday following the closing of waterfowl season extending for 2 days.	
FALCONRY OF DUCKS	SPECIES	SEASON	DAILY BAG & POSSESSION LIMITS
Northeastern Zone	Same as regular season	Between 38 and 105 days	3/ day, possession limit 6-9
Balance of State Zone		Between 38 and 107 days	
Southern San Joaquin Valley Zone		Between 38 and 107 days	
Southern California Zone		Between 38 and 107 days	
Colorado River Zone	Ducks only	Between 38 and 107 days	

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held in the Mountainside Conference Center, 1 Minaret Road, Mammoth Lakes, California, on Wednesday, June 20, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held in the Crowne Plaza Ventura Beach, Santa Rosa Room, 450 Harbor Boulevard, Ventura, California, on Wednesday, August 8, 2012 at 10:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before August 1, 2012, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. **Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on**

August 6, 2012. All comments must be received no later than August 8, 2012, at the hearing in Ventura, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sheri Tiemann at the preceding address or phone number. **Dr. Eric Loft, Chief, Wildlife Programs Branch, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in**

California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California. The proposed waterfowl regulations will set the 2012-13 waterfowl hunting season dates and bag limits within the federal frameworks. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2012-13. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. The report estimated that hunters contributed about \$188,600,000 to small businesses in California during the 2007 waterfowl hunting season. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to maintain or increase waterfowl, subsequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide additional recreational opportunity to the public.

The Commission anticipates benefits to the environment by the sustainable management of California's waterfowl resources.

(c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business.

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to the affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: April 20, 2012

Sonke Mastrup
Executive Director

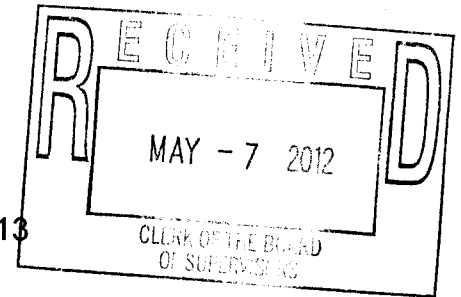
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EDMUND G. BROWN JR, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
WILDLIFE CONSERVATION BOARD
1807 13th Street, Suite 103
Sacramento, California 95811-7137
www.dfg.ca.gov
(916) 445-8448
Fax (916) 323-0280

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

MAY 01 2012



Dear Ladies and Gentlemen:

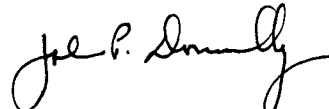
Daugherty Hill Wildlife Area, Expansion 13
Yuba County
Project ID 2007140

The Department of Fish and Game (DFG), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the DFG in response to public interest, legislative mandate and departmental goals.

This letter is to advise you that the WCB will consider the acquisition of 679± acres of wildlife habitat located in Yuba County and identified as Assessor's Parcel No. 040-010-002, 003, 044-010-007, 012 (ptn), 013, 014, 044-020-001, 003, 012, 044-030-002. This proposal is scheduled for the May 31, 2012, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at www.wcb.ca.gov.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,


John P. Donnelly
Executive Director

Enclosure

cc: The Honorable Doug LaMalfa
Member of the Senate
State Capitol, Room 3070
Sacramento, California 95814

The Honorable Dan Logue
Member of the Assembly
State Capitol, Room 4158
Sacramento, California 95814

Kent Smith, Regional Manager
North Coast Region (2)
Department of Fish and Game
1701 Nimbus Road
Rancho Cordova, California 95670

BOS CORRESPONDENCE D

DEPARTMENT OF FISH AND GAME

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

NOTICE OF MEETING

WILDLIFE CONSERVATION BOARD

May 31, 2012

10:00 AM

1/ State Capitol, Room 112
Sacramento, California 95814

PRELIMINARY AGENDA ITEMS

ITEM NO.

1. Roll Call
2. Funding Status – Informational
3. Proposed Consent Calendar (Items 4 – 25)
- *4. Approval of Minutes – February 23, 2012
- *5. Recovery of Funds

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities

- *6. North Coast Interagency Visitor Center \$283,500.00
Del Norte County

To consider the allocation for a grant to the Crescent City Harbor District (District) for a cooperative project with the National Park Service, the U.S. Forest Service, and the Crescent City Chamber of Commerce for planning and design, CEQA compliance and permitting of a North Coast Interagency Visitor Center, to be located on District property at the corner of Citizens Dock Road and Highway 101, in Crescent City, Del Norte County. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allow for the development of public access facilities for hunting, fishing, and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance; and California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

- *7. Little Shasta Conservation Easement (Townley) \$1,327,900.00
Siskiyou County

To consider the allocation for a grant to the Rocky Mountain Elk Foundation to acquire a conservation easement over 3,104± acres of land for protection of critical winter range for elk and other regional California wildlife and protection of grasslands that sustain working landscapes, located east of the City of Yreka and the town of Montague in Siskiyou County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the protection of grazing land pursuant to the California Rangeland, Grazing Land and Grassland Protection Act (Public Resources Code Section 10330 et seq.). [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(1)]

- *8. Charles Mountain Ranch Conservation Easement, \$1,200,000.00
Phase II
Humboldt County

To consider an allocation for a grant to the California Department of Forestry and Fire Protection (CAL FIRE) to acquire a working forest conservation easement over 4,437± acres located eight miles southeast of Bridgeville in Humboldt County, wherein the State proposes to administer federal Forest Legacy Program (FLP) funds to protect forest land, important scenic, fish, wildlife, riparian and other ecological values under the California Forest Legacy Program (Public Resources Code section 12240 et seq.). The purposes of this project are consistent with the proposed funding source that promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood

forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

- *9. Doyle Wildlife Area (Utility Easement) \$0.00
Lassen County

To consider a grant of easement to the Plumas-Sierra Rural Electric Cooperative (PSREC) over 0.51-miles on the Doyle Wildlife Area, necessary to construct a portion of a utility transmission line as part of the PSREC's - Fort Sage to Herlong 120KV Interconnect Project that will address regional power capacity limitations, located in Lassen County.

- *10. Gray Lodge Wildlife Area Enhancement \$700,000.00
Butte County

To consider the allocation for a grant to the California Waterfowl Association (CWA) for a cooperative project with the Department of Fish and Game (DFG) to enhance and restore 711± acres of wetland and upland habitat on the DFG's Gray Lodge Wildlife Area located approximately 6 miles west of the City of Gridley in Butte County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands to protect or enhance a flood corridor or bypass in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d) (Proposition 1E), Inland Wetlands Conservation Program]

- *11. Little Chico Creek Oak Woodland \$315,000.00
Conservation Easement
Butte County

To consider the allocation for a grant to Northern California Regional Land Trust to acquire a conservation easement over 239± acres of land to protect and preserve oak woodland habitat located seven miles northeast of Chico in Butte County. The purposes of this project are consistent with the proposed funding sources that allow for the preservation of native oak woodland habitat pursuant to the Oak Woodlands Conservation Act (Fish and Game Code Section 1360 et seq.). [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), Public Resources Code Section 75055(d)(2); and California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650f]

- *12. Sierra Nevada Aquatic Research Laboratory \$1,412,000.00
Facility Improvements
Mono County

To consider the allocation for a grant to the Regents of the University of California to construct a new classroom/lecture hall, install underground utilities, improve existing roadway and parking areas, and replace water control structures at the Sierra Nevada Aquatic Research Laboratory, located approximately 8 miles east of Mammoth Lakes in Mono County. The proposed funding source for this project provides for grants to the University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund (Proposition 84), Public Resources Code Section 75055 (b)(3)]

- *13. Point Pinole Fishing Pier Improvements \$234,000.00
Contra Costa County

To consider the allocation for a grant to the East Bay Regional Park District to replace an existing vault toilet with an ADA accessible restroom, construct an ADA parking space, improve an ADA path, and conduct a structural engineering inspection of the Point Pinole Fishing Pier, located in Point Pinole Regional Shoreline Park in Contra Costa County. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance]

- *14. San Joaquin River Parkway, Sycamore Island Pond Isolation, \$232,000.00
Planning and Design
Madera County

To consider the allocation for a grant to the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for the enhancement of habitat and stabilization of ponds on the Conservancy's Sycamore Island property in Madera County adjacent to the San Joaquin River. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)(5)]

- *15. San Joaquin River Parkway, \$245,000.00
Camp Pashayan #2
Fresno County

To consider the acquisition of 11± acres of land by the San Joaquin River Conservancy for the protection of riparian and oak woodland habitats and provide future public use opportunities, located along the San Joaquin River, just east of State Highway 99 in the City of Fresno, in Fresno County. The purposes of this project are consistent with the proposed funding source that allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

- *16. San Joaquin River Parkway, Spano River Ranch, \$208,000.00
Habitat Enhancement, Planning and Design
Fresno County

To consider the allocation for a grant to San Joaquin River Parkway and Conservation Trust for a cooperative project with the San Joaquin River Conservancy (Conservancy) to complete preliminary and final design, prepare analyses and environmental review in compliance with CEQA, and prepare permit documents to allow for habitat restoration on the Conservancy's River West Fresno (Spano) property, located immediately west of State Highway 41 in Fresno County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(b)]

- *17. Shaver Lake Boat Launch Parking Lot \$268,000.00
Fresno County

To consider the allocation for a grant to the County of Fresno for a project to enhance the upper parking lot, replace an existing storm drain with an integrated grease and sand separator, and restore the launch ramp maneuvering area at the Shaver Lake Boat Launch Facility on property owned by the Southern California Edison Company in Fresno County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [Wildlife Restoration Fund, Local Assistance]

- *18. Marks Ranch \$552,076.00
Phase II
Monterey County

To consider the allocation for a grant to the Monterey County Parks Department to acquire 113± acres to protect native grasslands, oak woodlands, riparian woodlands and seasonal wetlands that serve as an import wildlife corridor, located west of Salinas, adjacent to the Toro County Park, along Highway 68, in Monterey County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes and ecosystems. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

- *19. Quiota Creek Fish Passage \$398,000.00
Santa Barbara County

To consider the allocation for a grant to the Cachuma Operation and Maintenance Board for a cooperative project with the Department of Fish and Game to replace a low-water Arizona crossing with an arched culvert at Refugio Road crossing #7 of Quiota Creek approximately 4 miles south of Highway 246 in Santa Barbara County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

- *20. Santa Margarita River Ecological Reserve, \$25,000.00
Expansion 4
Riverside County

To consider the acquisition of 21± acres of land as an expansion to the Department of Fish and Game's (DFG) Santa Margarita Reserve for a cooperative project with The Nature Conservancy, for protection of riparian and coastal sage scrub habitat providing habitat protection for the endangered California gnatcatcher, orange-throated whiptail, and coast horned lizard, located within the Western Riverside County Multi-Species Habitat Conservation Plan, southwest of the City of Temecula, in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the restoration or acquisition of habitat for threatened and endangered species or for the purpose of promoting recovery of those species. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Proposition 12), Public Resources Code Section 5096.350(a)(3)]

- *21. Santa Rosa Mountains (Blixeth 1), \$10,000.00
Expansion 16
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Services Habitat Conservation Planning grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission to acquire 1,342± acres of land for the protection of Peninsular bighorn sheep habitat, and to provide future wildlife oriented public use opportunities. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

- *22. Upper Mission Creek / Big Morongo Canyon \$5,000.00
Conservation Area, Expansion 5
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission to acquire 9± acres of land for the protection of core habitat linkages, fluvial and aeolian sand transport corridor, alluvial fan habitat, and mountainous habitat important for the Coachella Valley fringe-toed lizard, Peninsular bighorn sheep, and other species addressed in the Coachella Valley Multi-Species Habitat Conservation Plan and provide future wildlife oriented public use opportunities, located north of the City of Palm Springs in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

- *23. Rose Creek Watershed Invasives Control Project \$330,000.00
San Diego County

To consider the allocation for a grant to The Chaparral Lands Conservancy for a project to remove the non-native invasive plants Pampas Grass and Giant Reed on 22± acres to restore riparian habitat on public and privately-owned land in the Rose Creek watershed in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

- *24. San Diego County MSCP/HCPLA 2009 (El Cajon) \$5,000.00
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Acquisition grant and the approval to subgrant these federal funds to the Endangered Habitats Conservancy to acquire in fee 47± acres of land for the protection of land that will greatly enhance the existing San Diego Multiple Species Conservation Plan by securing key regional wildlife linkages and preserving core areas of habitat located east of the City of El Cajon in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

- *25. San Diego County MSCP/HCPLA 2009 (Michelsen) \$5,000.00
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Acquisition grant and the approval to subgrant these federal funds to the Endangered Habitats Conservancy to acquire in fee 92± acres of land for the protection of land that will greatly enhance the existing San Diego Multiple Species Conservation Plan by securing key regional wildlife linkages and preserving core areas of habitat located east of the City of El Cajon in San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055 (c)]

26. Working and Learning Among the Oaks San Luis Obispo County

Special Presentation

Students from the Santa Margarita School will be making a special presentation on Learning Among the Oaks. In 2005 and again in 2008, the Board allocated funds to implement the Learning Among the Oaks program, a unique and very successful oak education program for K through 6th grade students. The presentation, given by one of the student Oak Ambassadors, will highlight the unique partnership between the landowners of the historic Santa Margarita Ranch and the school.

27. Chalk Mountain Conservation Easement,
Phase II
Humboldt County

\$2,000,000.00

To consider an allocation for a grant to the California Department of Forestry and Fire Protection (CAL FIRE) to acquire a working forest conservation easement over 4,024± acres located two miles southeast of the community of Bridgeville in Humboldt County, wherein the State proposes to administer federal Forest Legacy Program (FLP) funds to protect forest land, important scenic, fish, wildlife, riparian and other ecological values under the California Forest Legacy Program (Public Resources Code section 12240 et seq.). The purposes of this project are consistent with the proposed funding source that promotes the conservation and protection of productive managed forest lands, forest reserve areas, redwood forests and other forest types including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

**28. Daugherty Hill Wildlife Area,
Expansion 13
Yuba County**

\$2,740,000.00

To consider the acquisition of 679± acres of land by the Department of Fish and Game (DFG) for a cooperative project with The Trust for Public Land for the protection of blue oak woodland, three miles of riparian habitat along South Honcut Creek, winter range habitat for the Mooretown deer herd and provide future wildlife oriented public use opportunities as an expansion to the DFG's Daugherty Hills Wildlife Area in the Sierra foothills, in northeastern Yuba County. The purposes of this project are consistent with the proposed funding sources that allow for the acquisition of habitat, including native oak woodlands necessary to protect deer and mountain lions within a floodplain or flood corridor. [Habitat

Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)
(Proposition 1E)]

29. Suisun Marsh, Denverton Legacy Project \$1,510,000.00
Solano County

To consider the allocation for a grant to the California Waterfowl Association (CWA) to acquire fee title of 763± acres of land for the protection of bay area wetlands and associated upland areas supporting migratory waterfowl and shorebirds and threatened and endangered species, including the fully-listed salt-marsh harvest mouse, located south of Suisun City, north of Grizzly Bay, in Solano County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and wetland habitat areas within the San Francisco Bay Area. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SF Bay)]

30. Suisun Marsh, Grizzly Ranch Legacy Project \$2,010,000.00
Solano County

To consider the allocation for a grant to the California Waterfowl Association (CWA) to acquire fee title of 982± acres of land for the protection of bay area wetlands and associated upland areas supporting migratory waterfowl and shorebirds and threatened and endangered species, including the fully-listed salt-marsh harvest mouse, located south of Suisun City, north of Grizzly Bay, in Solano County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and wetland habitat areas within the San Francisco Bay Area. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SF Bay)]

31. Rockville Trail Estates \$2,877,000.00
Solano County

To consider the allocation for a grant to the Solano Land Trust for a cooperative project with the California Coastal Conservancy, Moore Foundation, City of Fairfield, Resources Legacy Fund and the Syar Foundation to acquire 1,165± acres of land to protect significant natural landscapes and wildlife corridors, running north to the Blueridge open space areas near Lake Berryessa, including oak woodland, grassland, wetland and riparian habitats, and provide access and passive recreational opportunities to the public, located in the hills north of Cordelia Junction, in Solano County. The purposes of this project are consistent

with the funding source that allows for the acquisition and protection of habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes, ecosystems and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

32. Eden Landing Ecological Reserve \$8,000,000.00
Wetland Restoration Construction
Alameda County

To consider the allocation for a grant to Ducks Unlimited, Inc., for a cooperative project with the State Coastal Conservancy and the Department of Fish and Game (DFG) to restore approximately 230 acres of coastal wetlands and to construct public access improvements at ponds E12 and E13 at the DFG's Eden Landing Ecological Reserve approximately 5.5 miles west of Union City in Alameda County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, protection and restoration of coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands within the San Francisco Bay Area. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Code Section 79572(c)]

33. Mission Creek Fish Passage Project \$775,000.00
Santa Barbara County

To consider the allocation for a grant to the City of Santa Barbara for a cooperative project with the Department of Fish and Game, the County of Santa Barbara Flood Control District, Southern California Wetland Recovery Program and private foundations to modify a channelized portion of Mission Creek to improve fish passage for steelhead trout on approximately 0.8 miles of stream channel in western Santa Barbara County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

34. Angeles Linkage (Nominn) \$2,480,000.00
Los Angeles County

To consider the allocation for a grant to Riverside Land Conservancy to acquire 1,030± acres of land that will provide a significant contribution to the landscape level connection that serves two expansive core areas, and to assist in the

movement of wildlife species within the upper Santa Clara River watershed, an important stream for the Southern California steelhead and the three-spine stickleback, located near the unincorporated community of Agua Dulce and approximately eight miles east of Santa Clarita, in Los Angeles County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 50 SoCal)]

35. Jamul Creek Watershed Riparian Restoration \$1,696,000.00
San Diego County

To consider the allocation for a grant to River Partners for a cooperative project with the Department of Fish and Game (DFG), Resources Legacy Fund, San Diego City Water Department and TransNet to restore 178± acres of riparian and oak woodland habitat on the DFG's Rancho Jamul Ecological Reserve and Hollenbeck Wildlife Area located three miles southeast of Jamul in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

36. Southern California Coastal \$400,000.00
Wetland and Riparian Restoration
Various Counties

To consider the allocation for a grant to the State Coastal Conservancy for a cooperative project with the Earth Island Institute to assist with the implementation of the Community Wetland Restoration Grant Program that provides funding for community-based restoration projects in coastal wetlands and watersheds in the Southern California region. Projects are located in the five coastal counties from Point Conception to the U.S. Mexico border, including portions of Santa Barbara, Ventura, Los Angeles, Orange, and San Diego Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout in coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands in southern California. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 50 SoCal)]

37. Appraisal Review and Disclosure Informational/Action

WCB Preliminary Agenda for May 31, 2012 Board Meeting

Statewide

To consider a new Wildlife Conservation Board (Board) policy governing the review and disclosure of appraisal information and to require an independent, third party review of appraisals for acquisition projects comprised of 5,000 or more acres or for which the Board proposes to allocate five million dollars (\$5,000,000) or more of State funds.

38. Strategic Planning Update

Informational

To provide the Board with an update on undertaking a strategic planning process.