

# 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 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://www.co.yuba.ca.us). Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

**JUNE 19, 2012**

- 9:00 A.M. LAND USE AND PUBLIC WORKS COMMITTEE** - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)
- A. Consider floodplain development variance for agricultural storage building at 11492 State Route 70 - Community Development and Services (Five minute estimate) (228-12)
- PUBLIC FACILITIES COMMITTEE** - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)
- A. Consider agreement with INDIGO/Hammond and Playle Architects, LLP for architectural services for the new Sheriff's facility on Yuba Street, Marysville - Administrative Services (Ten minute estimate) (229-12)
- 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 Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Clerk of the Board of Supervisors
1. Appoint Ms. Rita Gross to the Smartsville Cemetery District for a term to expire June 19, 2016. (230-12)
  2. Approve minutes from the regular meeting of May 22, 2012. (231-12)
- B. Community Development and Services
1. Authorize Budget Transfer in the amount of \$16,675 from General Fund Contingency to Account No. 101-4900-441-23-00 (Professional Services) for emergency repair work at the former landfill at Hammon Grove Park. (232-12)
  2. Authorize the Auditor to disburse \$487,366.90 in Measure D Funds from Fund 807 in the following amounts; \$463,242.23 County Road Fund 102; \$19,494.68 City of Marysville; and \$4,629.98 City of Wheatland. (233-12)
  3. Award and approve contract with Sandgren Real Estate Group-Helm Properties for acquisition, maintenance, and disposition of Neighborhood Stabilization program properties, and authorize the Chair to execute same. (234-12)
- C. County Administrator
1. Approve contract renewal for Public Defender Services Juvenile 602 1st Conflict with Mark Woods and authorize the Chair to execute same. (235-12)
  2. Approve contract renewal for Public Defender Services Juvenile 602 with Carl Lindmark and authorize the Chair to execute same. (236-12)
  3. Approve contract renewal for Public Defender Services 2nd Conflict with Carl Lindmark and authorize the Chair to execute same. (237-12)

D. Health and Human Services

1. Authorize Budget Transfer in the amount of \$1,700.00 from account no. 101-5800-455-6200 (Fixed Assets) to account no. 101-5800-455-2200 (Office Supplies) for the purchase of a laptop. (Human Services Committee recommends approval) (238-12)

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

V. **COUNTY DEPARTMENTS**

A. County Administrator

1. Receive Proposed Budget for Fiscal Year 2012-2013 and make available for public review; adopt as County's interim spending plan, including allocation changes, pending adoption of final budget; acknowledge balanced budget with use of one-time funds, State actions may require significant adjustments, and restoration of reductions will require equivalent reductions; set budget workshops for August 14 and 21, 2012; set final budget hearings for September 18 - 25, 2012. (Thirty minute estimate) (239-12)

VI. **CORRESPONDENCE** - (240-12)

- A. Two notices from State of California Fish and Game Commission regarding proposed regulatory action relating to Blue Cavern State Marine Conservation Area, kelp bass, barred sand bass and spotted sand bass sport fishing. (A copy was provided to Yuba County Fish and Game Advisory Commission)

VII. **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.

VIII. **ADJOURN**

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

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.

**End**

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Land Use and Public Works Committee



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



228-12

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

June 19, 2012

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: TIM YOUNG, ASST. DIRECTOR OF PUBLIC WORKS

SUBJECT: FLOODPLAIN DEVELOPMENT VARIANCE FOR AGRICULTURAL  
STORAGE BUILDING AT 11492 STATE ROUTE 70

### RECOMMENDATION:

Recommend approval to the Board of Supervisors for the application of a floodplain development variance for the agricultural storage building planned at 11492 SR 70, APN 003-080-025.

### BACKGROUND:

The owners of 11492 SR 70, located west of SR 70 in District 10 are proposing to construct a concrete and steel agricultural building. The new 5,000sf building will be used to store agricultural equipment and will act as part of an existing peach and prune orchard.

### DISCUSSION:

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to seek permission to vary from the letter of the rules because of a special situation. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage of agricultural harvesting operation equipment. Requesting a variance for wet flood proofing this type of agricultural structure is one of the most common. It is specifically listed as allowable in the National Flood Insurance Program (NFIP).

### FISCAL IMPACT:

There is no fiscal impact to Yuba County.

JUN 01 2012

Community Development &  
Services Agency

# COUNTY OF YUBA

## APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

| OFFICE USE ONLY  |             |              |
|------------------|-------------|--------------|
| Application No.: | Date Filed: | Receipt No.: |

**Applicant**

- ☒ a. Request variance to allow wet floodproofing
- ☐ b. Other (explain): \_\_\_\_\_

**Property Location and Address:** 11492 Hwy 70 Marysville CA 95901

**Assessor's Parcel No(s):** 003-080-025-0-00 **Zoning:** Ag 40

**Proposed Building Type/Use:** steel structure 50x100 with 25x100 lean to / Equip Storage

**Proposed Building Size:** 5000 (sq ft) **Proposed Finish Floor Elevation:** 2' Above MAG

**Existing Ground Elevation at Proposed Building Site:** \_\_\_\_\_ (NGVD 1929)

Note: Existing ground elevation may be estimated; no formal survey is required for a variance application.

**FIRM Map/Panel No:** 0611SC/0225D **Flood Zone:** A **Base Flood Elevation:** Not Determined

|          | Property Owner                  | Applicant   |
|----------|---------------------------------|-------------|
| NAME:    | <u>Rahul Family Farms, L.P.</u> | <u>Same</u> |
| ADDRESS: | <u>3241 Sierra Vista DR</u>     | _____       |
| CITY:    | <u>Yuba City CA 95901</u>       | _____       |
| PHONE:   | <u>530-682-5095</u>             | _____       |

**SIGNATURE OF PROPERTY OWNER:** [Signature]

| OFFICE USE ONLY   |                     |
|---|---------------------|
| Floodplain Administrator Recommendation:  | DATE: <u>6/4/12</u> |
| <input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> CONDITIONAL APPROVAL <input type="checkbox"/> DENY                       |                     |
| DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Land Use & PW Committee:                                |                     |
| DATE: _____   |                     |
| DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Board of Supervisors:                                   |                     |
| DATE: _____ Floodplain Administrator Signature: _____   |                     |
| Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                     |
| I agree to accept the Variance subject to the provisions of the Floodplain Management Ordinance and the Conditions of Approval of the permit. |                     |
| Owner's Signature: _____  | Date: _____         |

**THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.**



## GENERAL APPLICATION

## INFORMATION FORM

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

**PLEASE PRINT CLEARLY OR TYPE**  
**USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:**

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. 50 ~ 100 Ag Equipment Storage Building, existing use  
is 69 Acre Peach, Prune orchard with harvesting operation  
Equipment maintenance & repair owned by us only.
- B. Parcel size (square feet or acres): 69 Acres
- C. Existing land use (attached photographs of the site):  
Undeveloped (vacant) \_\_\_\_\_ Developed ☒ Peach/Prune orchard  
If developed, describe extent (type and use of all structures): \_\_\_\_\_  
1- Single family residence, 1- Repair Shop, 1- Equipment Storage  
Barn, 1- Pump Shop
- D. Existing surrounding land uses:
- |       |                     |
|-------|---------------------|
| North | <u>Ag - Peaches</u> |
| South | <u>Ag - walnuts</u> |
| East  | <u>Ag - walnuts</u> |
| West  | <u>Ag - Peaches</u> |
- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? yes  
If yes, please explain Acetylene for cutting torch
- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? yes  
If yes, please explain electric service will be added

G. Will the project include any stationary mechanical equipment in the proposed building? NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. What is the necessity of the facility to have a waterfront location? this is  
our farm, we handle and store all of our equipment here  
where it is best used.

I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage? None

I hereby certify, to the best of my knowledge, that the above statements are correct.

  
Signature of Person Preparing Form

5/20/2012  
Date

530-682-5095  
Telephone Number

**ELIGIBILITY CRITERIA**  
(Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement: This variance is for wet floodproofing  
an ag Building that will be used exclusively in storing  
Ag Equipment. Raising the foundation would not be an  
alternative for this project.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement: This is a New construction Building.  
The total Lot size is 69 Acres which is a peach, prune  
orchard with harvest operation. All equipment is located here  
for the entire 1500 acre operation.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement: n/a

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: yes this is the minimum deviation  
possible from code. the building pad is raised 2' from  
ground level which is the maximum that is feasible for  
this project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Acknowledgement of Adverse Effects  
Application for Floodplain Management Variance  
Yuba County, California**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

Property On Which Requesting Variance:

Address: 11492 Oro Hwy 20 Marysville CA 95901

Yuba County APN: 603-080-025-0-00

PROPERTY OWNER:

Name (printed) Rahul Family Farms, L.P.

Name (Signature)  Date 5/20/2012

Mailing Address

Street Address: 3241 Sierra Vista DR

City: Yuba City State: TX Zip: 75993

**THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.**

- I. What danger is there that materials may be swept onto other lands to the injury of others?

Little or none. The structure will be designed to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters via flood vents. The structure will be adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- II. What danger to life and property may occur due to flooding or erosion damage?

Little or none. The structure will be constructed using flood resistant materials and the building utility equipment including electrical will be flood proofed.

- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?

This property is in the area being designated Flood Zone A due to the levee to the west not being certified by FEMA. Unless there is a levee failure there is little chance of flood damage. The National Flood Insurance Program allows certain uses in enclosures below the Base Flood Elevation because they can be designed so that they are subject to minimal flood damage. This agricultural storage structure is to be used exclusively for storing agricultural equipment.

- IV. What is the importance of the services provided by the proposed facility to the community?

The storage of equipment within the structure eliminate environments that create safety hazards and preserve a minimum standard of community living by battling blight and public nuisance conditions. Maintain property values and increase generating continued County growth that will enhance the enjoyment of people who live, work and visit within the community. Agricultural equipment will be stored to reduce/eliminate weather damage and vandalism.

- V. What is the compatibility of the proposed use with existing and anticipated development?

The type of storage being proposed is consistent and accessory to the principal use of the existing structures on this parcel and within the community.

- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area?

This property is zoned Ag 40. The type of storage being proposed is consistent with the County's General Plan and zoning.

- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood?  
Access to this community is provided by State Highway 70. This structure would not require additional response from emergency vehicles in time of flood.
- VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site?  
Flooding would only occur if levee fails. Historically a break in the levee occurred in 1937. In 1955, water reached the top of the levee, but did not overtop. In 1986 and 1997, water overtopped the levees on the south side of the district but did not affect the area in question.
- IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges?  
None for this structure. It is an accessory structure. In this rural agricultural community, the property owners own and maintain their own wells and septic systems. Electrical power is provided by Pacific Gas & Electric Co. and the State Highway provide access to the community.



**Yuba County – Public Works Department**  
**915 8<sup>th</sup> Street, Marysville, CA 95901**  
**530/749-5420 (telephone) 530/749-5424 (fax)**

### **SITE PLAN REQUIREMENTS**

The site plan will aid in evaluation of the project by graphically depicting the existing features of the parcel and the proposed development. As a planning level document the site plan may be hand-drawn by the applicant using a straight edge and scale. It must be easily reproducible.

- A. Plans to be drawn to a recognized scale. (i.e. 1"=10'), paper size not to exceed 11" x 17".
- B. Show **north** arrow.
- C. Title block.
- D. Show elevation of existing ground at the proposed building site. (Existing ground elevations may be taken from a USGS quadrangle map; no formal survey is required for a variance application.) Show anticipated finish floor elevations for all proposed buildings.
- E. Show property lines and lot dimensions.
- F. Show all existing and proposed structures and the distances between each including accessory buildings, decks, pools, pool equipment, spas, sheds and detached garages. Clearly distinguish between what is existing and what is proposed as new.
- G. Show existing and proposed front, side and rear setbacks for all floors from the property line to the closest portion of the building.
- H. Show driveways and adjacent streets.
- I. Show existing or proposed path of known utilities: electrical, gas, sewer or septic tank location, storm drains, and water or well location.
- J. Show any water feature (streams, canals, culverts, ditches, lakes, ponds, and any body of water (intermittent or perennial).
- K. Identify portion of parcel in special flood hazard area and denote base flood elevation at proposed building site (this information can generally be obtained by contacting the Yuba County Public Works staff at 530-749-5420).



**COUNTY OF YUBA  
FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION**

| OFFICE USE ONLY  |                          |                       |
|------------------|--------------------------|-----------------------|
| Application No.: | Date Filed: June 1, 2012 | Receipt No.: PW-15404 |

**Summary Sheet (to be completed by Public Works Staff)**

**Type of Variance Requested:**

- ☐ Wet floodproofing of an accessory structure;
- ☒ Wet floodproofing of a structure used solely for agricultural purposes;
- ☐ Reconstruction, rehabilitation or restoration of an historic structure;
- ☐ Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

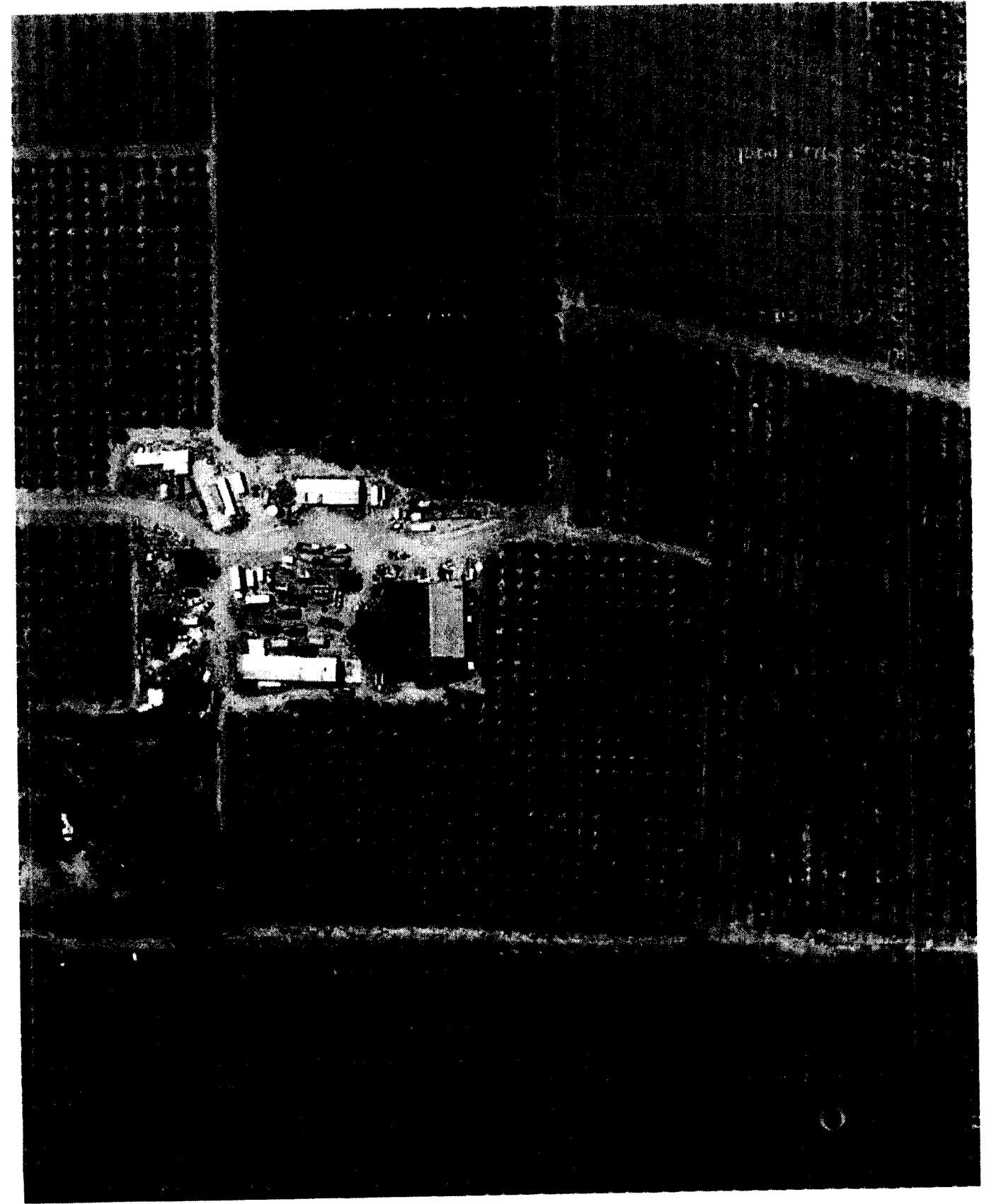
|  |         |        |
|--|---------|--------|
| Is application complete?   | (X) Yes | ( ) No |
| Would variance comply with FEMA regulations?                     | (X) Yes | ( ) No |
| Would denial result in exceptional hardship?                     | (X) Yes | ( ) No |
| If within Floodway, is No-Rise Certification provided? <i>NA</i> | ( ) Yes | ( ) No |
| Would variance constitute minimum relief?                        | (X) Yes | ( ) No |
| Would there be a risk of debris transport?                       | ( ) Yes | (X) No |
| Would there be an increased risk to life or property?            | ( ) Yes | (X) No |
| Is proposed location necessary?                                  | (X) Yes | ( ) No |
| Is there a better alternate location for facility?               | ( ) Yes | (X) No |

**Staff recommendation:**

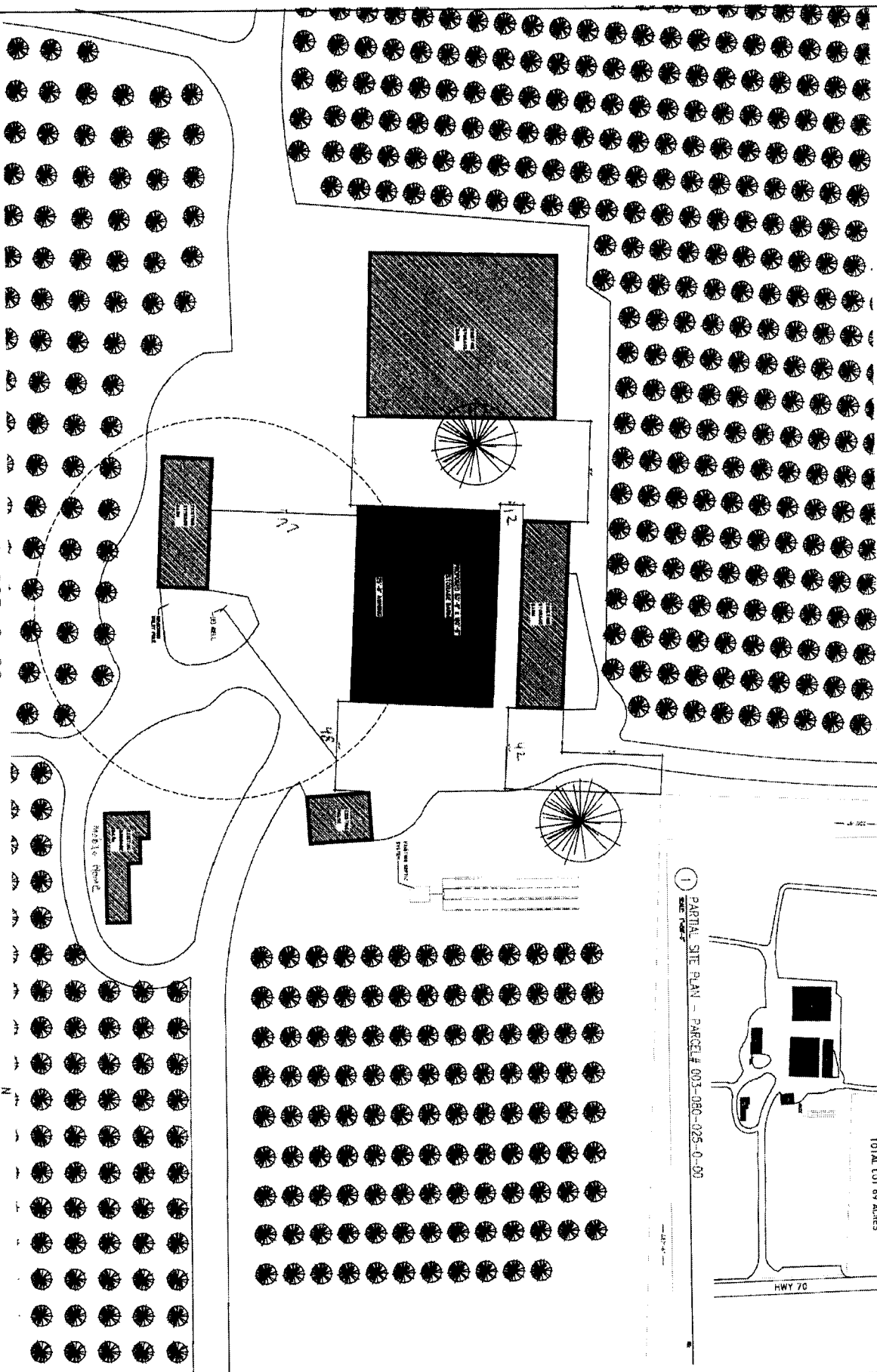
- ☐ Approve Variance
- ☒ Approve Variance with conditions
- ☐ Deny Variance

\_\_\_\_\_  
Public Works Staff Signature

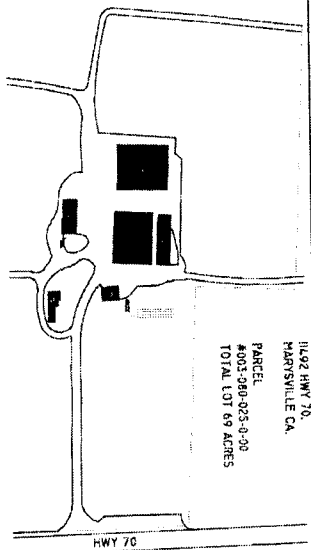
\_\_\_\_\_  
Date



1  
 SCALE 1"=50'-0"  
 ENLARGED SITE PLAN - PARCEL # 003-080-025-0-00



1  
 PARTIAL SITE PLAN - PARCEL # 003-080-025-0-00  
 SEE PLAN 1



11492 HWY 70  
 MARTINSVILLE, CA  
 PARCEL  
 #003-080-025-0-00  
 TOTAL LOT 69 ACRES

A1

OVERALL  
 PLOT PLAN

1"=50'-0"

PROPOSED AG STORAGE BARN FOR:

**RAHUL FAMILY FARMS**

11492 HWY 70  
 MARTINSVILLE, CA

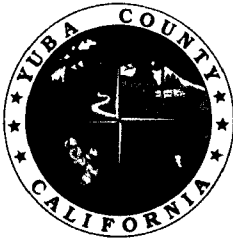
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ASBEST 10.201

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FACILITIES  
CORPORATION*

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## Administrative Services Memorandum

**To:** Public Facilities Committee  
**CC:** Robert Benderf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** June 19, 2012  
**Re:** Award of Contract for Architectural Services

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### Recommendation

Recommend approval of the attached contract with INDIGO / Hammond & Playle Architects, LLP for architectural services on the new Sheriff facility on Yuba Street in Marysville.

### Background

Last summer the County engaged in a comprehensive RFP process to select an architectural partner for design of the new Sheriff facility. A selection was made, and preliminary design work was done by the first awardee. The work was found to not meet the needs of the Sheriff and the County.

The same Evaluation Committee revisited the selection process, and made a new award based on our revised needs. The Committee felt strongly that Indigo / Hammond & Playle best met these needs and recommends the Board award the contract to them.

### Discussion

The County has a need to develop a new Sheriff facility yet must do so without unlimited funding. The Committee felt that this vendor's approach best met that goal. Their approach is to develop for the Sheriff's near-term needs, as well as to 'position' the space for ease of future expansion.

### Financial Impact

The estimated cost of the architectural services for architectural design & engineering of the sheriff facility is estimated to be \$984,600. This will be funded through various capital impact fee accounts; and not the General Fund.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Architectural Design and Engineering Services for the Yuba County Sheriff's Facility ("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

INDIGO / Hammond & Playle Architects, LLP  
"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: May 4, 2012

Termination Date: May 4, 2014

The term of this Agreement shall become effective on May 4, 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.

Notwithstanding the term set forth above, and unless this Agreement 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 agreement for CONSULTANT AND COUNTY approval.

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



**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

Doug McCoy, the Director of Administrative Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Bruce Playle, Principal Architect is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions

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"  
COUNTY OF YUBA

"CONSULTANT"

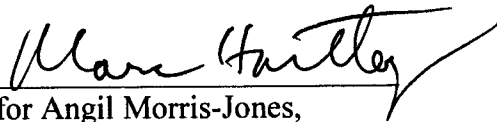
\_\_\_\_\_  
Hal Stocker,  
Chair  
Board of Supervisors

  
\_\_\_\_\_  
Bruce Playle, Principal  
INDIGO / Hammond & Playle Architects, LLP

INSURANCE PROVISIONS APPROVED

  
\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_  
for Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
**INDIGO/Hammond & Playle Architects, LLP**  
**Yuba County Sheriff Facility, 720 Yuba Street, Marysville, CA**

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.**

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

**A.1.1 PROJECT SCOPE.** Project scope is the renovation of the building and site at 720 Yuba Street, Marysville, CA for the Yuba County Sheriff (YCSO) Facility. The renovated facilities are to house all YCSO operations, excluding animal control, detention and offsite storage facilities. The existing 2-story building is approximately 56,400 on the main County site of approximately 3.24 acres. Up to 42,000 of the main building will be remodeled for IT, Admin, Dispatch, EOC, Records, Sheriff Administration, STARS, Investigations, Evidence/ CSI, Patrol, Fitness and Lockers (see attached sketch showing initial design approach). The exact amount of remodel area will be determined after additional study and cost-outs in the preliminary design phase. The remainder of the building will remain un-renovated except for any building infrastructure or systems improvements needed to meet code and/or make it available for future expansion. Included services are architectural, civil engineering, landscape architecture, structural engineering, mechanical engineering (including plumbing and fire suppression), electrical and data/telcom engineering and radio consulting.

**A.1.2 DESCRIPTION, BUDGET AND GOALS.** An addition for public entry and elevator will be added as is an elevated emergency generator and fuel supply with second level stair. Also included is a radio tower, the height of which will be determined by a radio study. Site development includes placement of an ancillary building up to 4,700 sf in size and renovation of the existing parking lot. The intention is to use as much of the existing parking and paving layout as possible, while providing for a new public parking area. In any case, this scope is based on a total project development budget of approximately \$7 million as indicated below, with an additional \$1 million possible resulting in \$8 million total project development budget to design against. Where appropriate, there will be a preference to reuse and refurbish existing materials and systems in order to conserve budget. Project goals follow:

- **PUBLIC SERVICE:** Welcoming and easy-to-find public entry is required, with professional, civic-quality image.
- **SAFETY & SECURITY:** Bring building to Essential Services Building standards, provide safe public access and secure work environment for all sheriff operations.

- **IT & RADIO COMMUNICATIONS:** Provide for 24/7/365 IT operation, improve radio, telephony and data communication capabilities via radio, microwave and fiber optic infrastructure improvements as may be possible within project constraints.
- **FUNCTION & FLEXIBILITY:** Provide functional layout and adjacencies which support all operations. Layout will flexibly accommodate changes in needs and future growth.
- **WORKSPACE:** Provide quality workspace for personnel and functions for an estimated 10-year window which is designed to enhance efficiency and esprit de corps.
- **EXTENDED SURVIVABILITY:** Use extended survivability means and methods to provide for extended emergency operations long after onset of an emergency, improve workplace quality, improve energy-efficiency and reduce ongoing energy costs.
- **MAINTENANCE & DURABILITY:** Provide for durable and easy to maintain materials and systems appropriate to the usage.
- **BUDGET:** Project must be completed within \$7 million total project development budget, however design should include room for possible increase to \$8 million. In any case, the basic building renovation must be doable within the \$7 million amount.
- **SCHEDULE:** Complete project and move-in in 18 month timeframe if possible.

**A.1.3 PHASES OF THE WORK.** The work will be completed in three phases as shown below and will be coordinated with the County via meeting with its Yuba Sheriffs Facility Committee (YSFC). Sub-consultant attendance at these meetings will be as directed by Architect based on need. It is assumed that County's project manager or a construction manager will coordinate day-to-day activities during construction.

- Phase 1A - Scoping Phase
- Phase 1B - Preliminary Design
- Phase 2 - Final Design
- Phase 3 - Bidding and Construction

#### **A.1.4 PHASE 1A – SCOPING PHASE**

- A. Project setup, directory, project binder and administration.
- B. Kick-off Meeting with YSFC, Programming & Technical Tour of Existing Facility (one meeting).
- C. Review of Project Data, Plans and Prior Reports, Studies.
- D. Validate Program Requirements, prepare Space Needs Summary, conduct threat analysis.
- E. Prepare Design Alternatives which meet project budget, identify extended survivability design response.
- F. Preliminary CAD architectural floor plans and preliminary space planning layout.

- G. Review Design Alternatives & Preliminary Building Systems Requirements with YCSF, meet with Yuba County Planning & Building Depts. (one meeting).
- H. Special study – Radio – included in scope, integrated into Prelim. Design process above.
- I. Special study – Structural – included in scope, integrated into Prelim. Design process above.
- J. Special study – Geotechnical – includes only scoping which County will then use to commission the Geotechnical Investigation, Geologic Study and Report.
- K. Special study – Survey – topo and utility survey of the existing site is included.

#### **Deliverables for Phase 1A - Scoping Phase**

- Meeting Minutes and other project design process documentation.
- Program Space Needs Summary resulting from program validation process.
- Design Alternatives consisting of sketch layouts for up to two alternative layouts, including site plan, floor plans, elevations, material selection.
- Early CAD architectural floor plans and preliminary space planning layout.
- Prepare Preliminary Cost Estimate and Preliminary Project Schedule for the entire work, including site development.
- Radio Systems recommendations and report.
- Structural Systems recommendations and report.
- Geotechnical scoping coordination which County will use to commission Geologic Investigation and Report, Geologic Hazards Assessment.
- Topo and utility survey of the existing site.

#### **A.1.5 PHASE 1B – PRELIMINARY DESIGN**

- A. Prepare Draft Preliminary Design documents, Cost Estimate & Schedule.
- B. Review Draft Preliminary Design Cost Estimate & Schedule with YCSF (one meeting).
- C. Revise Preliminary Design documents according to comments received.
- D. Prepare Final Preliminary Design documents, Cost Estimate & Schedule.
- E. Review Final Preliminary Design Cost Estimate & Schedule with YCSF (one meeting).
- F. Final draft of preliminary space planning layout.

#### **Deliverables for Phase 1B - Preliminary Design**

- Meeting Minutes and other project design process documentation.
- Draft, then Final Preliminary Design documents including Civil, Landscape, Architectural, Structural, Mechanical, Mechanical, Plumbing, Fire Suppression, Electrical, Data/Telcom and Radio systems to a pre-schematic level, sufficient to determine design intent and for preliminary cost estimating.
- Prepare Preliminary Cost Estimate and Preliminary Project Schedule for the entire work, including site development.

- Furniture procurement package suitable for use in procurement process.
- At each of Draft and Final Preliminary Design submittals, provide two (2) full-size 24"x36" and (2) half-size 12"x18" review copies of drawings and (4) copies of cost estimate and schedule.

#### **A.1.6 PHASE 1 – FINAL DESIGN**

- Detailed Building Systems Requirements review meeting with YSFC (one meeting).
- Prepare 35% Construction Documents, incl. Cost Estimate & Schedule.
- Review 35% Construction Documents with YSFC, incl. Cost Estimate & Schedule (one meeting).
- Prepare 90% Construction Documents, incl. Cost Estimate & Schedule.
- Review 90% Construction Documents with YSFC, incl. Cost Estimate & Schedule (one meeting).
- Prepare draft then final furniture procurement package suitable for use in procurement process.
- Meeting with Yuba County Building Department to receive comments, assumes no Planning Dept. approvals required (one meeting).
- Review and respond to all Plan Review Comments, prepare 100% wet-signed Construction Documents, submit to County for final permit approval.

#### **Deliverables for Phase 2 - Final Design**

- Make preliminary contact with outside review agencies. Secure the preliminary input of such review agencies where such input would be useful in reducing final plan review comments.
- Product Literature Binder, prepared at 35% CD, updated at 90% CD including Civil, Landscape, Architectural, Structural, Mechanical, Plumbing, Fire Suppression, Electrical, Data/Telcom and Radio systems.
- Complete working drawings and technical specifications in Masterspec 2004 format for the project. Front-ends for Advertisement, Notice to Bidders, Contract, General and Supplementary Conditions, etc. prepared by County, with review and comment by Architect.
- Prepare Cost Estimate & Project Schedule prepared at 35% CD, updated at 90% CD.
- Furniture procurement package suitable for use in procurement process.
- At each of 35% and 90% CD submittals, provide two (2) full-size 24"x36" and (4) half-size 12"x18" review copies of drawings and (4) copies of technical specifications.

#### **A.1.7 PHASE 3 – BIDDING AND CONSTRUCTION**

- Attend the Pre-Bid Meeting (one meeting).
- Review and respond to Bidder questions (includes 8).
- Prepare Addenda content for issuance by County (includes 4).

- D. Assist County with its Bid Evaluation process.
- E. Attend Pre-Construction Meeting (one meeting).
- F. Review and respond to Contractor submittals (includes 32).
- G. Review and respond to Contactor RFI's (includes 40).
- H. Review and respond to Contactor PCO's (includes 12).
- I. Issue Architectural Supplemental Instructions ASI (includes 6).
- J. Issue Proposal Requests (includes 10).
- K. Maintain Submittal, RFI, ASI and CCO logs (NIC, by County's Project Manager).
- L. Attend construction project progress meetings (includes 12 meetings, once monthly for estimated 12 month construction duration).
- M. Conduct periodic site observations, issue field reports (included in above). Reports to be used will be DSA-06 cross-coordinated among design team, IOR and contractor.
- N. Conduct preliminary observation and issue Punch List (1 meeting).
- O. Conduct final Punch List observations and issue finding report and Notice of Substantial Completion (1 meeting).
- P. Declare project 100% complete. Issuance of Notice of Final Completion and filing will be by County's Project Manager.
- Q. Assist in final close-out procedures, review record documents submitted by contractor, input data into native CAD files and produce CAD record drawings for architectural, civil, landscape, structural, electrical, security, mechanical, plumbing and radio communications drawings.
- R. Above construction administration scope assumes County Project Manager will be onsite handling day-to-day affairs of construction.

#### Deliverables for Phase 3 – Bidding and Construction

- Attend Pre-bid conference and site walk.
- Assist in answering bidders' questions and issuing addenda.
- Assist in bid evaluation and determination of lowest responsible bidder.
- Monthly Construction Meetings minutes.
- Construction visit notes and photographic record.
- Responses to RFI's and CCO requests.
- Submittal, RFI and CCO logs (NIC, by County's Project Manager).
- Final inspection report and punch list.
- Native CAD record drawings for architectural, civil, landscape, structural, electrical, security, mechanical, plumbing and radio communications drawings. Includes one set of record prints, excludes mylars if requested.

**A.1.8 EXCLUSIONS.** Excluded from the Scope of Work but available as additional services are the following:

- Detailed programming studies and documentation.

- Preparation of planning approval and architectural review documents for processing by County or City of Marysville Planning Departments should this become necessary.
- Environmental assessment services, CUP or CEQA coordination services should they become necessary.
- Geotechnical Investigation and Report, Geologic Hazards Assessment and as required for Essential Service Buildings (included is the scoping of this item).
- Topographical and Utility Survey of subject site (included is review of existing and scoping of a supplemental survey).
- Sub-consultants other than civil engineering, landscape architecture, structural engineering, mechanical engineering, electrical engineering and radio consultant.
- Meetings other than those indicated.
- Architectural and engineering services for a project larger than \$8M and exceeding 2-years in duration.
- Printing beyond that indicated as included, and as may be required for agency approval, bidding, construction, etc.
- Special presentation renderings or models which may be requested by the County.
- Review agency submittal and processing fees.
- Savings by Design (SBD), Leadership in Energy and Environment (LEED) certification process, participation in other rebate or certification programs.
- Sitework beyond the 3.24 AC main site.....South Lot (south of 7th Street) is excluded since is unlikely to fit within the construction budget and since County has already performed some paving improvements there.
- Hazardous material identification and remediation services should they become necessary.
- Detailed design of fire sprinkler systems and fire alarm systems as these will be provided as design-build elements of the construction documents.
- Separate bid packages which may become required or requested by County.
- Services for a project substantially exceeding the stated budget or timeline.
- Permit coordination and assistance for emergency generator required by local air quality management district (FRAQMD).
- Construction management services.
- Commissioning.
- Energy studies and life cycle cost analyses.
- Extensive field measurement and preparation of CAD as-built drawings.
- The design of soil reinforcement (grout jetting, etc.) as may be required by geotechnical report to remediate soil liquefaction risk.
- FAA/FCC permitting, and Voter system and microwave connectivity related to mountain repeater sites are indeterminate and therefore excluded at this time.
- Detailed design for fire sprinkler systems or fire alarm systems since this work to be performed by design-build contractor for the deferred-approval of the Fire Marshal having jurisdiction.



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

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

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

**COUNTY OF YUBA**  
INDIGO/Hammond & Playle Architects, LLP  
Yuba County Sheriff Facility, 720 Yuba Street, Marysville, CA

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed **Nine Hundred Eighty Four Thousand and Six Hundred dollars (\$984,600)**. CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed this amount without a formal written amendment to this Agreement approved by the COUNTY.

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

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

**B.4 PAYMENT SCHEDULE.** COUNTY shall pay CONSULTANT based on monthly progress billings based on percentages complete of the following fixed-fees for each phase of the work.

|   |                         |
|---|-------------------------|
| <b>B.4.1 PHASE 1A – SCOPING PHASE</b>           | <b>\$155,000</b>        |
| <b>B.4.2 PHASE 1B – PRELIMINARY DESIGN</b>      | <b>\$129,500</b>        |
| <b>B.4.3 PHASE 2 – FINAL DESIGN</b>             | <b>\$433,900</b>        |
| <b>B.4.4 PHASE 3 – BIDDING AND CONSTRUCTION</b> | <b><u>\$266,200</u></b> |
| <b>B.4.5 TOTAL COMPENSATION</b>                 | <b>\$984,600</b>        |

**B.3 ADDITIONAL SERVICES.** Should additional services beyond those described in Attachment A – Scope of Services become required or requested by COUNTY, CONSULTANT shall prepare a description of the work required and an estimate of its cost for COUNTY review and approval prior to performing any such additional services. Such additional services, description and cost shall form the basis of an amendment to this agreement and shall be based on the CONSULTANTS rate schedule including subconsultants and expenses at 1.10 times actual cost as shown on attached Rate Schedule.

**ATTACHMENT B - RATE SCHEDULE**

INDIGO/ Hammond &amp; Playle Architects, LLP and Consultants

Team members' standard rate schedules presented below will be used as a basis for time-and-materials billings and/or discussion for negotiated prices for additional scopes of work. These hourly rates would form the basis for fee calculations to substantiate fixed-fees for performing each scope of work, discounts may apply when priced this way. These hourly rates would also be used in the event any additional services are required or requested by the County, should they be on a time-and-materials basis. In no case will additional services be completed or compensated without written approval by the County in advance of such work being performed.

**INDIGO/ Hammond & Playle Architects, LLP, architecture and interiors hourly rates**

|                    |       |
|--------------------|-------|
| Principal          | \$200 |
| Architect          | \$155 |
| Senior Designer    | \$130 |
| Designer - Level 2 | \$115 |
| Designer - Level 1 | \$105 |
| Clerical           | \$75  |

Hourly rates for consultants below, excluding 10% markup which will be applied:

**Rolls, Anderson & Rolls, civil engineering**

|                         |       |
|-------------------------|-------|
| Principal Engineer      | \$115 |
| Principal Surveyor      | \$115 |
| Senior Engineer         | \$110 |
| Associate Engineer      | \$105 |
| Assistant Engineer      | \$95  |
| Engineering Technician  | \$85  |
| Draftsman               | \$62  |
| Clerical                | \$55  |
| 2-Man Survey Crew       | \$170 |
| 1-Man Survey Crew w/GPS | \$200 |
| 2-Man Survey Crew w/GPS | \$250 |

**Peters Engineering, mechanical and plumbing engineering**

|                 |       |
|-----------------|-------|
| Principal       | \$175 |
| Senior Engineer | \$150 |
| Project Manager | \$125 |
| Senior Designer | \$95  |
| Designer        | \$85  |
| CADD            | \$75  |
| Clerical        | \$60  |

**M. Neils Engineering, Inc., electrical/ data/ telcom/ security engineering**

|                        |       |
|------------------------|-------|
| Principal              | \$190 |
| Senior Project Manager | \$170 |
| Project Manager        | \$155 |
| Senior Engineer        | \$155 |
| Engineer               | \$145 |
| Senior Designer        | \$140 |
| Designer               | \$120 |
| Assistant Engineer     | \$105 |
| Engineering Technician | \$100 |
| Senior Drafter         | \$100 |
| Drafter                | \$85  |
| Assistant Drafter      | \$75  |
| Clerical               | \$80  |

**Miyamoto International, Inc., structural engineering**

|                          |       |
|--------------------------|-------|
| Principal                | \$230 |
| Senior Associate         | \$160 |
| Project Manager          | \$150 |
| Project Engineer         | \$100 |
| Staff Engineer           | \$90  |
| Structural Designer      | \$80  |
| Administrative Assistant | \$60  |

**MACRO Corporation, radio, FCC and dispatch consultant**

|                                |       |
|--------------------------------|-------|
| Principal Consultant           | \$206 |
| Lead Consultant                | \$160 |
| Senior Consultant              | \$130 |
| Systems Consultant             | \$120 |
| Engineering Assistant and CADD | \$95  |
| Administrative Assistant       | \$75  |

**McProud & Associates, landscape architecture and irrigation design**

|                    |      |
|--------------------|------|
| Landscape Designer | \$75 |
| CADD Drafter       | \$65 |

**Hazard Management Services, Inc. (HMS), hazmat and remediation**

|                                    |           |
|------------------------------------|-----------|
| Inspections, design and monitoring | \$80      |
| Weekends, holidays                 | \$100     |
| Administrative time                | \$45      |
| Asbestos testing                   |           |
| Bulk samples, 24 hr.               | \$20 ea.  |
| Bulk samples, 2 hr.                | \$40 ea.  |
| Air samples PCM, 24 hr.            | \$20 ea.  |
| Air samples PCM, 2 hr.             | \$30 ea.  |
| Air samples TEM, 24 hr.            | \$150 ea. |
| Air samples TEM, 12 hr.            | \$200 ea. |
| Air samples TEM, 6 hr.             | \$225 ea. |
| Lead testing                       |           |
| Lead based chip samples, 24 hr.    | \$35 ea.  |
| Lead based chip samples, 12 hr.    | \$50 ea.  |
| Air samples, 24 hr.                | \$35 ea.  |
| Wipe samples, 24 hr.               | \$35 ea.  |
| XRF direct readings, hrly.         | \$100     |
| Mold testing                       |           |
| Tape lift samples                  | \$30 ea.  |
| Curable mold, Andersen method      | \$60 ea.  |
| Non-curable, Air-O-Cell method     | \$75 ea.  |

**Printing:**

|                                       |                    |
|---------------------------------------|--------------------|
| Black & white photocopy               | \$0.10/ page       |
| Color photocopy, 8.5 x 11             | \$0.20/ page       |
| Color photocopy, 12 x 18              | \$1.00/ page       |
| Blackline large format                | \$1.78 per sf      |
| Plotting blackline                    | \$0.75 per sf      |
| Plotting color                        | \$10.00 per sf     |
| Bidset/ agency review/ other printing | 1.10x cost + labor |

**Mileage:**

\$0.555 per mile

**Postage & delivery:**

1.10x cost

**COUNTY OF YUBA**  
Yuba County Sheriff Facility  
720 Yuba Street, Marysville, CA

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

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

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

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

**C.4 RECORDS.** CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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

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

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

**COUNTY OF YUBA**  
Yuba County Sheriff Facility  
720 Yuba Street, Marysville, CA

**ATTACHMENT D**

**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**D.8 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in similar circumstance and in the same location. 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 in similar circumstance and in the same location.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONSULTANT":

INDIGO / Hammond & Playle Architects, LLP  
Attn: Bruce Playle, Principal Architect  
231 G Street, Suite G  
Davis, CA 95616

**COUNTY OF YUBA**  
Yuba County Sheriff Facility  
720 Yuba Street, Marysville, CA

**ATTACHMENT E**

**INSURANCE PROVISIONS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

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

***Primary Coverage***

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

***Notice of Cancellation***

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

***Waiver of Subrogation***

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

***Deductibles and Self-Insured Retentions***

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

***Acceptability of Insurers***

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

***Claims Made Policies***

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

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

***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

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





*CONSENT*  
*AGENDA*

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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:** Smartsville Cemetery District – Director

**Date:** June 19, 2012

### Recommendation

Appoint Ms. Rita Gross to the Smartsville Cemetery District for a term to expire June 19, 2016.

### 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. This is a scheduled vacancy. One application has been received from Ms. Rita Gross and is attached for your review and consideration.

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

### Fiscal Impact

None for appointment.

### Committee Action

None required.

/rf

attachment

# The County of Yuba

RECEIVED  
JUN - 8 2012



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: Smartsville Cemetery Dist.

APPLICANT NAME:

Rita Ann Gross

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

Post office / Jan.

REASONS YOU WISH TO  
SERVE ON THIS BODY:

Like the history of the cemeteries

QUALIFICATIONS:

helped clean cemetery

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

none

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.

Rita Ann Gross

SIGNATURE

6-8-12

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# *The County of Yuba*

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

MAY 22, 2012 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:39 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, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- 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 consent agenda    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

## A. Administrative Services

1. Approve lease agreements with Gordon Murdoff for corporate hanger lease site no. 5, ground sites no. 4 and 6, and authorize the Chair to execute same. (192-12) Approved.
2. Approve advertisement of Request for Proposals for lease of available airport property for a specialized aviation service operator. (Public Facilities Committee recommends approval) (193-12) Approved.
3. Approve Memorandum of Understanding with Yuba County Water Agency for funding for flood control website and authorize the Chair to execute same. (194-12) Approved.

## B. Clerk of the Board of Supervisors

1. Reappoint Bob Swift to the Sutter-Yuba Substance Abuse Advisory Board for a term to end May 22, 2016. (195-12) Approved.
2. Approve minutes of the regular meeting of May 8, 2012. (196-12) Approved as written.

## C. Clerk-Recorder/Elections

1. Adopt resolution appointing individuals to the Democratic County Central Committee and Yuba County Water Agency - North as indicated to fill vacancies pursuant to Elections Code §10515. (197-12)

Adopted Resolution No. 2012-41, which is on file in Resolution Book No. 43, entitled: "RESOLUTION DECLARING ELECTED NOMINEES TO THE OFFICE OF MEMBER, COUNTY CENTRAL COMMITTEE FOR THEIR RESPECTIVE DISTRICTS AND POLITICAL PARTIES."

D. Community Development and Services

1. Adopt resolution regarding property tax revenue exchange for Cordua Irrigation District annexation. (198-12)  
Adopted Resolution No. 2012-42, which is on file in Resolution Book No. 43, entitled: "A RESOLUTION OF THE BOARD OF SUPERVISORS PERTAINING TO TAX REVENUE EXCHANGE FOR LAFCO 2011-0004, CORDUA IRRIGATION DISTRICT."
2. Accept 2011 Rubberized Asphalt Concrete Road Rehabilitation Various Locations project as complete and authorize the Public Works Director to sign and record the notice of completion. (199-12) Approved.
3. Approve cancelling a grant from the State for the purchase of 35.64 acres along the Yuba River in Marysville due to failed negotiations. (200-12) Approved.

E. Emergency Services

1. Approve out of state travel for two members of the Emergency Operations Center Management Team to attend training in Emmitsburg, Maryland, expenses to be reimbursed through FEMA. (201-12) Approved.

F. Health and Human Services

1. Adopt resolution authorizing the Director of Health and Human Services to execute counseling and therapeutic service agreements for Child Welfare Services. (Human Services Committee recommends approval) (202-12)  
Adopted Resolution No. 2012-43, which is on file in Resolution Book No. 43, entitled: "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."

G. Sheriff-Coroner

1. Approve agreement with Yuba County Water Agency for law enforcement services for a limited term and authorize the Chair to execute same. (203-12) Approved.

IV. PUBLIC COMMUNICATIONS:

Ms. Frances Hofman, 40 Mile Road, comments on environmental process for Recology railroad project not being processed in accordance to CEQA and County Ordinance Codes.

Administrative Services Director Doug McCoy provided a brief PowerPoint presentation to the Board on the status of the solar project and responded to Board inquiries.

V. COUNTY DEPARTMENTS

A. Yuba-Sutter Economic Development Corporation

1. Adopt resolution approving the 2012/2013 Comprehensive Economic Development Strategy and program project for the Yuba-Sutter Economic Development District as prepared. (Fifteen minute estimate) (204-12) District Director Brynda Stranix provided a brief recap and responded to Board inquiries.

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

Adopted Resolution No. 2012-44, which is on file in Resolution Book No. 43, entitled: "RESOLUTION APPROVING THE 2012/2013 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY AND PROGRAM PROJECTION FOR THE YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT AS PREPARED AND RECOMMENDED BY YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE."

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 13.80 addressing deferral and waiver of certain impact fees, as it relates to building permits. (Second reading) (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (187-12) Community Development and Services Director Kevin Mallen provided a brief recap and responded to Board inquiries.

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

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

Adopted Ordinance No. 1519, which is on file in Yuba County Ordinance Book No. 23, entitled: "AN ORDINANCE AMENDING CHAPTER 13.80 ADDRESSING DEFERRAL AND WAIVER OF CERTAIN IMPACT FEES."

- B. Public Hearing - Hold public hearings and adopt six resolutions of necessity for APN 021-282-003, 021-281-018, 019 (Buchser); 021-282-014 (Singh); 021-282-023 (Rojas); and 021-321-015 (Lethridge) as it relates to the Rupert Avenue Widening Project. (20 minute estimate) (Four fifths vote required) (205-12) Public Works Director Mike Lee recapped the status of the project, negotiations with property owners, improvements and traffic calming measures, and responded to Board inquiries.

Chairman Stocker inquired if there were any property owners or their representatives present. No one came forward.

Mr. Lee provided status and information on attempts to contact the property owners and responded to Board inquiries.

Chairman Stocker inquired if there were any property owners or their representatives present or any public member who would like to be heard. No one came forward.

MOTION: Move to adopt resolution

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-45, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-282-003 (Veva Buchser and William F. Buchser).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund. MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to adopt resolution MOVED: Roger Abe

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-46, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-281-018 (Veva Buchser and William F. Buchser).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund. MOVED: Roger Abe

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to adopt resolution MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-47, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-281-019 (William F. Buchser).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund. 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



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

Adopted Resolution No. 2012-48, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-321-015 (Paul E. Lethridge and Sylvia C. Lethridge).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund.    MOVED: John Nicoletti    SECOND: Andy Vasquez  
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker  
NOES: None    ABSENT: None    ABSTAIN: None

MOTION: Move to adopt resolution    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

Adopted Resolution No. 2012-49, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-282-014 (Sukhvinder Singh).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund.    MOVED: John Nicoletti    SECOND: Roger Abe  
AYES: John Nicoletti, Roger Abe, Andy Vasquez, Mary Jane Griego, Hal Stocker  
NOES: None    ABSENT: None    ABSTAIN: None

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

Adopted Resolution No. 2012-50, which is on file in Resolution Book No. 43, entitled: "RESOLUTION OF NECESSITY AUTHORIZING THE CONDEMNATION OF PROPERTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO RUPERT AVENUE," as it relates to Assessor's Parcel Number 021-282-023 (Jesus Rojas).

MOTION: Move to direct County Counsel to proceed with an action in eminent domain to acquire the necessary property interests for the road widening, construction, installation and improvement of the Rupert Avenue Widening Project, and to authorize them to deposit probable compensation in the States Treasury's Condemnation Fund.    MOVED: John Nicoletti    SECOND: Roger Abe  
AYES: John Nicoletti, Roger Abe, Andy Vasquez, Mary Jane Griego, Hal Stocker  
NOES: None    ABSENT: None    ABSTAIN: None

VII. ITEM OF PUBLIC INTEREST

- A. Consider request from Tsi-Akim Maidu tribe to waive all fees, allow exclusive use of Sycamore Ranch for the 14th Annual Indigenous Peoples Days event October 5 - 8, 2012; road closure for runners on October 6, 2012; construction of a permanent Bark House in exchange for use of the park for event for the next five years, or if not the construction of a temporary bark house to be set up prior to event and removed at a later date. (Fifteen minute estimate) (206-12) County Administrator Robert Bendorf provided a brief recap.

Ms. Letty Litchfield and Chairman Don Ryberg recapped last year's event and, urged the Board to consider long term commitment with the tribe for use of the park.

Cultural Director Grayson Coney proposed to continue maintaining the native plant garden and expanding the garden to include native trees and, responded to inquiries regarding the size, location, and description of the proposed bark house.

Following Board discussion, County Counsel Angil Morris-Jones responded to specific inquiries regarding insurance, and liability for the bark house.

Following additional Board discussion, Board consensus was received to approve the request for use of the park, approve fee waiver, to work with staff and return to the Board with a resolution and agreement to address more specific issues regarding the bark house.

VIII. CORRESPONDENCE - (207-12)

- A. Notice from State of California Fish and Game Commission regarding notice of proposed regulatory action relating to Public Use of Department of Fish and Game lands. (Copy provided to Yuba County Fish and Game Advisory Commission) Accepted.
- B. Letter from Larry Matlock regarding property tax and late payment penalties. Accepted.
- C. Resolution from Plumas Lake Elementary School District Board expressing appreciation to Yuba County regarding land purchased for school site and community park. Accepted.

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

Supervisor Griego:

- SACOG meeting held May 17, 2012
- Cal LAFCO Executive Board interviews
- Marijuana Cultivation ad hoc committee meeting held May 15, 2012

Supervisor Vasquez:

- Bi-County Substance Abuse Advisory Board meeting held May 15, 2012
- Hmong Association meeting held May 16, 2012
- Lindhurst High School Scholarship awards held May 17, 2012
- North Beale Road widening project

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Robert Douglas Silicz
- Yuba County Water Agency prevailed in water lawsuit with Western Water Company

- Yuba-Sutter Fishing Derby held Saturday, May 19, 2012
- Local Memorial Day Weekend events

Supervisor Stocker:

- Marysville High School Awards Ceremony
- Boy Scout Court of Honor at Alcouffe Center

County Counsel Angil Morris-Jones: Juneteenth activities cancelled in favor of restarting Beckworth Days and combining activities to recognize Black Pioneers of Yuba and Sutter Counties.

X. CLOSED SESSION: The Board retired into closed session at 12:05 p.m. to discuss the following:

- A. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Probation Officers Association vs. County of Yuba
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba Group Against Garbage vs. County of Yuba

The Board returned from closed session at 12:37 p.m. with all present as indicated above.

County Counsel Angil Morris-Jones advised staff was provided direction.

XI. ADJOURN at 12:37 p.m. by Chairman Stocker in honor of Mr. Robert Douglas Selig.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_

\_\_\_\_\_  
BY: Rachel Ferris, Deputy Clerk

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



232-12

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June 19, 2012

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: APPROVE BUDGET AMENDMENT INCREASING THE APPROPRIATION TO 101-4900 (REFUSE DISPOSAL) FOR EMERGENCY REPAIR WORK TO THE FORMER LANDFILL AT HAMMON GROVE PARK

### RECOMMENDATION:

Approve budget amendment, increasing the appropriation to 101-4900 (Refuse Disposal) in the amount of \$16,675 to come from the General Fund Contingency for emergency repair work required at the former landfill at Hammon Grove Park.

### BACKGROUND:

During routine inspections of former landfills, Environmental Health (Yuba Sutter Local Enforcement Agency) brought to the attention of Public Works that a portion of Hammon Grove Park, on land leased from the BLM, has an old landfill (closed for over 60 years) located on it that was in need of immediate attention. The footprint of the old landfill is roughly 250' x 250' (approximately 1.5 acres), and is located just north of the parking area near the Yuba River on the east side of the access road. Environmental Health reported exposed debris as well as areas that had subsided and/or eroded (see attached photos).

### DISCUSSION:

Since this is an area open to the public, the hazards identified by Environmental Health needed immediate attention. Public Works spent approximately one week hauling in fill material that was compacted in place to cover the exposed debris and fill/reshape areas that had eroded/subsided. Some of the metal debris was removed prior to placing the imported fill material.

### FISCAL IMPACT:

This action will reimburse the Road Fund \$16,675 for costs incurred performing the emergency safety work associated with the former landfill at Hammon Grove Park.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

232-12

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

DATE: June 19 20 12

DEPARTMENT CDSA - Public Works - Refuse Disposal

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

| ACCOUNT NO.        | NAME         | AMOUNT |
|--------------------|--------------|--------|
| 101-6900-410-71-01 | Cocntingency | 16,675 |
|                    |              |        |
|                    |              |        |
|                    |              |        |
|                    |              |        |
|                    |              |        |
|                    |              |        |

☒ APPROPRIATION INCREASED

| ACCOUNT NO.        | NAME                  | AMOUNT |
|--------------------|-----------------------|--------|
| 101-4900-441-23-00 | Professional Services | 16,675 |
|                    |                       |        |
|                    |                       |        |
|                    |                       |        |
|                    |                       |        |
|                    |                       |        |
|                    |                       |        |

FUND TRANSFERS

FUNDS TO BE REDUCED:

| FUND | AMOUNT |
|------|--------|
|      |        |
|      |        |

FUNDS TO BE INCREASED:

| FUND | AMOUNT |
|------|--------|
|      |        |
|      |        |

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

| FUND | ACCOUNT | AMOUNT |        | FUND | ACCOUNT | AMOUNT |        |
|------|---------|--------|--------|------|---------|--------|--------|
|      |         | DEBIT  | CREDIT |      |         | DEBIT  | CREDIT |
|      |         |        |        |      |         |        |        |
|      |         |        |        |      |         |        |        |
|      |         |        |        |      |         |        |        |
|      |         |        |        |      |         |        |        |
|      |         |        |        |      |         |        |        |
|      |         |        |        |      |         |        |        |

REASON FOR TRANSFER:

To increase appropriation in the Refuse Disposal budget for emergency repair work to the former landfill at Hammon Grove Park.

APPROVED:

☒ AUDITOR - CONTROLLER

*[Signature]*  
Signature

*6/6/12*  
Date

*[Signature]*  
Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

*Robert Bendoy / RN*  
Signature

*6/6/12*  
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

# The County of Yuba

## Community Development & Services Agency

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June 19, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: DISBURSEMENT OF MEASURE D FUNDS

### RECOMMENDATION:

Authorize the Auditor/Controller to disburse \$487,366.90 in Measure D funds from Fund 807 to the County Road Fund, City of Marysville and City of Wheatland in the following amounts:

|              |                             |
|--------------|-----------------------------|
| \$463,242.24 | County Road Fund (Fund 102) |
| \$19,494.68  | City of Marysville          |
| \$4,629.98   | City of Wheatland           |

### BACKGROUND:

Measure D was approved by Yuba County voters in November 2004 and established a 15 cent per ton fee on all aggregate and asphalt concrete produced in the County. In December of 2005 the Board decided on an allocation of the funds with half being dedicated to aggregate haul routes in the County and the other half divided by maintained miles between the County, Marysville and Wheatland for road maintenance.

### DISCUSSION:

Public Works obtained the state verified maintained road miles from both Marysville and Wheatland, and the fund balance of Measure D funds from the Auditor as of May 31, 2012, which has already had the administrative fee of 3% deducted. There is a total of \$487,366.90 available for disbursement and it is recommended that this amount be used for the 12/13 fiscal year. The summary of maintained miles and amounts are as follows:

|                    |                         |                         |
|--------------------|-------------------------|-------------------------|
| Yuba County        | 50% (haul routes)       | \$243,683.45            |
|                    | <u>Maintained Miles</u> | <u>% of total miles</u> |
| Yuba County        | 654.9 miles             | 90.1%                   |
| City of Marysville | 58.4 miles              | 8.0%                    |
| City of Wheatland  | 13.65 miles             | 1.9%                    |

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as the method of disbursement was determined by the Board in December 2005. No Committee action is required.

### FISCAL IMPACT:

This action will provide revenue to the Road Fund to be used on road improvement projects.

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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June 19, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Sean Powers, CDSA Finance and Administration Manager

SUBJECT: Authorization to Award and Execute Contract with Sandgren Real Estate Group – Helm Properties (SREG-HP) for Acquisition, Maintenance and Disposition of Neighborhood Stabilization Program (NSP3) Properties

### RECOMMENDATION:

The Community Development and Services Agency recommends that the Board of Supervisors approve award of the agreement to provide real estate and maintenance services with SREG-HP for the NSP 3 program and authorize its chairman to execute the agreement.

### BACKGROUND:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and home ownership rates in neighborhoods impacted by foreclosures. The County of Yuba administered over \$3.6 million of activities in the NSP1 program. Based on NSP1 performance, Yuba County was considered to have one of the best performing programs in the state and was one of only three jurisdictions to be selected to participate in NSP3.

### DISCUSSION:

A request for proposals for professional real estate services was circulated and three proposals were received. County staff evaluated and ranked the proposals resulting in a decision to recommend award to SREG-HP in the amount of \$325,000. SREG-HP will provide professional real estate services and associated home inspections, title and escrow services and yard care services for the purpose of acquiring, rehabilitating and reselling homes within the NSP3 eligible census tracts.

### COMMITTEE ACTION:

Although the Board of Supervisors approved Resolution 010-12 that authorized the CDSA Director to sign all necessary documents for the NSP3 program, due to the amount of compensation associated with this agreement, it was deemed prudent to place this item before the Board.

### FISCAL IMPACT:

This program is funded through NSP3 with a small General Fund contribution that has already been approved.

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Real Estate Disposition Services for the Neighborhood Stabilization Program ("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

Sandgren Real Estate Group – Helm Properties  
"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: June 19, 2012

Termination Date: June 19, 2014

The term of this Agreement shall become effective June 19, 2012, and shall continue in force and effect for a period of twenty-four (24) months.

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

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

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Director of Community Development and Services Agency is the representative of the COUNTY and will administer this Agreement for the COUNTY. Derek Sandgren, Realtor, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

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

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"  
COUNTY OF YUBA

"CONSULTANT"  
SANDGREN REAL ESTATE GROUP

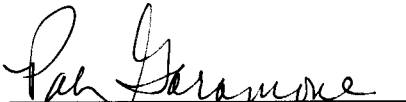
\_\_\_\_\_  
Hal Stocker  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Derek Sandgren,  
Realtor

INSURANCE PROVISIONS APPROVED

  
\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONSULTANT and the scope of the CONSULTANT'S duties include providing professional real estate services for the purpose of selling rehabilitated homes through Yuba County's Neighborhood Stabilization Program 3 (NSP3). The COUNTY will utilize Program Income for the purpose of purchasing and rehabilitating foreclosed homes in eligible census tracts and resell to individuals as their primary residence with income below 120% of the Yuba County Median Household Income adjusted for family size, as determined by The State of California Department of Housing and Community Development (HCD).

**A.1.1** CONSULTANT to be the sole representative for the COUNTY as the buyer's agent on acquisition of homes and identify foreclosed homes meeting the eligibility criteria of NSP3 (vacant for at least 90 days and within the eligible census tracts in Linda) and present them to COUNTY staff for review as soon as they become eligible.

**A.1.2** CONSULTANT will identify eligible buyer's agents and/or buyer' meeting the eligibility criteria of the NSP program. CONSULTANT shall understand the eligibility criteria of the NSP program per the California Department of Housing and Community Development NSP Program. This information is found at <http://www.hcd.ca.gov/fa/nsp/>

**A.1.3** CONSULTANT shall provide appraisal services for the acquisition of the homes that meet NSP3 requirements by meeting the requirements outlined in Attachment C. A written review of the acquisition appraisal will be provided. This review is not a second appraisal, but an independent review from a third party that is familiar with real estate values confirming that the appraisal is reasonable. Upon completion of the rehabilitation a second appraisal will be provided to determine the County's initial asking price for resale.

**A.1.4** CONSULTANT shall conduct assessment of the property and position of the bank holding the property to determine an initial offer on the properties COUNTY staff identifies as wanting to pursue and aggressively work to gain acceptance of offers submitted to banks in order to close in a timely fashion.

**A.1.5** CONSULTANT will conduct an assessment of the property upon initial acquisition and provide written recommendations for rehabilitation for the purpose of

minimizing holding time after rehabilitation is complete. CONSULTANT shall work with COUNTY staff to identify and recommend desirable and market driven characteristics to include the rehabilitation.

**A.1.6** CONSULTANT shall provide general yard care services (weed/lawn control, ensure vegetation is watered, etc.) to ensure homes remain in presentable form beginning with acquisition of the homes and continue through close of escrow on resale and will provide on an as needed basis for additional services such as debris removal, and vandalism and security repairs on an actual cost plus mark up basis.

**A.1.7** CONSULTANT shall provide lead based paint and pest inspections for the acquisition and resale of the homes. Pest inspections shall evaluate the condition of the home at acquisition related to termite and pest damage, provide a description of the damage and remediation required, and upon repair of the damage (if any) by the County provide a Clearance Certificate. Lead based paint inspections shall be performed to meet NSP3 requirements by meeting the requirements outlined in Attachment C.

**A.1.8** CONSULTANT shall be the sole representative for the County as the selling agent for disposition of homes with NSP Program Income funds and shall aggressively work to gain acceptance of submitted offers to the COUNTY and close escrow in a timely fashion.

**A.1.9** CONSULTANT shall coordinate title and escrow services in a convenient and expeditious manner, such as utilizing online and/or in person at the County's offices signing services. Provide title and escrow services for resale of the homes, and when available to do so (depends on bank holding foreclosed home), for acquisition of the homes. Ensure that all resale buyers are income eligible through the County's Housing Division and that a deed restriction is recorded upon resale. Title and escrow services shall include at a minimum; title insurance, issuance of title, title searches and reports, prepare and follow escrow instructions.

**A.1.10** CONSULTANT shall provide a comprehensive marketing strategy for the resale of the homes to ensure that the County is afforded the best opportunity possible to resell the homes quickly to eligible buyers.

**A.1.11** CONSULTANT shall maintain a valid State of California Real Estate Agent or Broker License while performing services under this contract.

**A.2. TIME SERVICES RENDERED.**

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

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

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

**A.4. FACILITIES FURNISHED BY COUNTY.**

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



**COUNTY OF YUBA**  
Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed Three Hundred and Twenty Five Thousand Dollars and zero cents (\$325,000.00). For disposition of property COUNTY shall pay total commission of 4.75% of disposition price at close of escrow. Of the 4.75%, COUNTY shall pay 2.25% commission to CONSULTANT and 2.50% commission to the buyer's agent. At the COUNTY's discretion, the total commission may be increased to help market and sell the property. Should the COUNTY elect to pay total commission in excess of 4.75%, the COUNTY shall pay 2.25% commission to CONSULTANT and the COUNTY shall pay the buyer's agent the remaining commission percentage. If the CONSULTANT represents both the buyer and the seller for property disposition, total commission paid to CONSULTANT shall be 4.00% of disposition price. In no event shall total commission paid to CONSULTANT for the disposition of property exceed 4.00% of disposition price. CONSULTANT shall provide the COUNTY with documentation of buyer representation. COUNTY will review and approve disposition offers that will determine the CONSULTANT commission. CONSULTANT shall pay for all marketing fees, escrow coordination fees, and any administrative related disposition fees associated with the disposition of properties. CONSULTANT shall submit requests for payment determined by disposition price prior to close of escrow for each property. Work completed under this agreement must be inspected and approved by COUNTY before payment is made. In no event shall total compensation paid to consultant by COUNTY exceed (\$325,000) without a formal written amendment to this agreement approved by the COUNTY.

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

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

## **COUNTY OF YUBA**

Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

### **ATTACHMENT C**

#### **OTHER TERMS**

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

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

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

**C.4 RECORDS.** CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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

**C.6 LIEN WAIVERS.** Prior to beginning work, CONSULTANT shall provide COUNTY with a comprehensive list of all subcontractors to be used on the project. CONSULTANT shall provide lien waivers to county for all subcontractors utilized on project within 10 days of final payment by COUNTY.

**C.7 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.8 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

**C.9 APPRAISALS.** CONSULTANT shall assure acquisitions financed with NSP grant funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), and its implementing regulations at 49 CFR Part 24. The following guidance on appraisals pertains to acquisitions of foreclosed upon homes and residential properties which meet the applicable voluntary acquisition requirements of 49 CFR 24.101 (b) and reflects applicable URA requirements and the NSP requirements, including the URA appraisal requirements of 49 CFR 24.103.

1. The County, through the County's Realtor, must ensure that the owner is informed in writing of what the County believes to be the market value of the property; and that the County will not acquire the property if negotiations fail to result in an amicable agreement (see 49 CFR 24.101(b)(1) & (b)(2)).
2. The County, through the County's Realtor, must ensure that the purchase price includes a discount from the value established by an appraisal that meets the following requirements:
  - a. The appraisal, meeting the Uniform Standards of Professional Appraisal Practice (USPAP), must have been completed within 60 days of the final *offer* made for the property, and the purchase price shall be at least 1 % below the appraised value.
  - b. The appraisal must meet the URA definition of an appraisal (see 49 CFR 24.2(a)(3) and the five following requirements (see 49 CFR 24.1 03(a)(2)):
    - i. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as

personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.

- ii. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
  - iii. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
  - iv. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
  - v. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- c. The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
- d. If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value (defined at §24.2(a)(24)) of the retained improvement.
3. The appraiser shall be State licensed or certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.).

**C.10 LEAD-BASED PAINT INSPECTION AND RISK ASSESSMENT.** CONSULTANT shall assure the Lead-Based Paint Inspection and Risk Assessment adhere to U.S. Environmental

Protection Agency (EPA) protocol and U.S. Housing and Urban Development (HUD) guidelines for the Evaluation and Control of Lead-Based Paint hazards.

Consultant shall provide a Lead-Based Paint Inspector and Risk Assessor to address Lead Hazard Reduction. The minimum requirements are:

- EPA certification and California State license
- Access to an X-Ray Fluorescence (XRF) instrument

Lead-Based Paint Inspector and Risk Assessor shall possess the following minimum experience and knowledge:

- Knowledge of HUD regulation 1012-1013
- Knowledge of cost per unit for risk assessment and clearance examination
- Willingness to supervise staff after completion of Lead Sampling Technician Certification
- Willingness to discuss control options with rehab staff prior to issuance of final report
- Understanding of housing rehabilitation
- Use of standard specifications for lead hazard reduction
- Specific knowledge related to LBP surveys of properties built before 1/1/78  
1. REGULATORY STANDARDS: HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570). HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35). HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing. TITLE X: Title X -Residential Lead-Based Paint Hazard Reduction Act of 1992. EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745). OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).
- Provide written evidence (copies of current EPA certificates) to show that either a principal or an employee of the firm holds the following:  
Inspector Certification: EPA certified lead-based paint inspector according to 40 CFR Part 745.226(b)(1). The inspector must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion certificate from an accredited training program, passed the appropriate certification exam, and met the appropriate experience and/or education requirements. (Note: an inspector with interim certification shall not be deemed to have met this requirement).

Risk Assessor Certification: EPA certified lead-based paint risk assessor according to 40 CFR Part 745.226(b)(1). The risk assessor must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion certificate

- Draft of Notice of Lead Hazard Reduction and Clearance Report

**C.11 NSP3 PROGRAM REQUIREMENTS.** CONSULTANT is required to comply with all Federal, State and County NSP Program rules and regulations. The following is a summary that includes the major, but not all, programmatic requirements.

1. Properties resold to homebuyers cannot be sold for more than the cost of initial acquisition and rehabilitation.
2. All homes shall be sold to Low-Income homebuyers, defined as households with income at or below 80% of the Yuba County Median Household income adjusted for family size, as determined by the State of California Department of Housing and Community Development (HCD).
3. All homebuyers must complete at least eight (8) hours of homebuyer counseling from a HUD and County approved housing counseling agency before obtaining a mortgage loan.
4. The NSP Program is required to affirmatively further equal opportunity and fair housing practices.
5. Vacant, foreclosed properties that were tenant-occupied within the past 90 days may not be purchased with NSP funds.
6. Comply with additional restrictions and regulations that apply to the NSP Program. These restrictions and regulations can be found at the following websites:

<http://www.hud.gov/offices/communitydevelopment/programs/neighborhoodspg/>  
<http://www.hcd.ca.gov/fa/nsp/>

**C.12 FEDERAL FUNDING.** This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTS and subconsultants must adhere to the provisions of the Copeland “Anti-kickback Act” and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: [www.dol.gov/compliance/guide/cwhssa.htm](http://www.dol.gov/compliance/guide/cwhssa.htm) and [www.dol.gov/compliance/guide/kickback.htm](http://www.dol.gov/compliance/guide/kickback.htm). Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

**C.13 RECORDS AND REPORTING.** CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY’s Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements. In the event of a suspension, and unless otherwise directed by County in the notice of suspension, Consultant shall continue to protect its Work during the duration of the suspension.

**C.14 COPYRIGHTS, PATENT AND TRADEMARKS.** CONSULTANT guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork incorporated into the provided product are owned by the CONSULTANT, provided and owned by the COUNTY or the CONSULTANT has permissions from the rightful owner to use each of these elements. The CONSULTANT will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONSULTANT.

**C.15 ENERGY POLICY AND CONSERVATION ACT.** CONSULTANT will encourage the use of promoting petroleum conservation methods when feasibly obtainable as outlined in the Energy Policy and Conservation Act of 1975 and the Alternative Fuels Act of 1988.

**C.16 DEBARMENT.** COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at [www.epls.gov](http://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.

**COUNTY OF YUBA**  
Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

**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 Operative Provision No. 9.

**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, CONSULTANTS, or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT'S financial interest. The County Administrator shall determine in writing if

CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

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

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONSULTANT ":

Derek Sandgren  
Sandgren Real Estate Group – Helm Properties  
1520 Butte House Road #400  
Yuba City, CA 95993

**COUNTY OF YUBA**  
Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

**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 by the CONSULTANT, his agents, representatives, employees, or sub CONSULTANTS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' 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 is required, with a coverage form subject to COUNTY approval.

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

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

|                                  |             |  |
|----------------------------------|-------------|--|
| 4. Employer's Liability:         | \$1,000,000 | Each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Errors & Omissions Liability: | \$1,000,000 | Per occurrence.  |

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

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

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

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

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



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

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

**E.5 Sub CONSULTANTS.** CONSULTANT shall require and verify that all sub-CONSULTANTS maintain insurance meeting all the requirements stated herein.

|  |   |                                   |
|--|---|-----------------------------------|
| <b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>   |   | DATE (MM/DD/YYYY)<br>05/10/2012   |
| <b>PRODUCER</b><br>Gaines Insurance Agency<br>Daniel E. Gaines<br>438 Colusa Ave Suite C<br>Yuba City CA 95991 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                   |
| <b>INSURED</b><br>HELM PROPERTIES<br>1520 BUTTE HOUSE STE 400<br>Yuba City CA 95993                            | <b>INSURERS AFFORDING COVERAGE</b><br>INSURER A: Truck Insurance Exchange<br>INSURER B: Twin City Fire Insurance Company<br>INSURER C: Colony Insurance Company<br>INSURER D:<br>INSURER E:                 | <b>NAIC #</b><br><br><br><br><br> |

| <b>COVERAGES</b><br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |       |  |               |                                  |                                   |  |          |          |   |
|---|-------|--|---------------|----------------------------------|-----------------------------------|--|----------|----------|---|
| INSR  | ADD'L | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |          |          |   |
| A   | ✓     | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 604849029     | 09/15/11                         | 09/15/12                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |          |          |   |
|   |       | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   | 604849029  | 09/15/11 | 09/15/12 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|   |       | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   |  |          |          | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|   |       | <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$   |               |                                  |                                   |  |          |          | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
| B   |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | 34 WEC IP8805 | 10/09/11                         | 10/09/12                          |  |          |          | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C   |       | OTHER<br>Errors and Omissions  | EKS3045161    | 07/14/11                         | 07/14/12                          | Limit 1000000 per occurrence   |          |          |   |

|  |
|--|
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS<br><br>Certificate serves as proof of insurance and addition of the stated additional insureds |
|--|

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>As Additional Insured<br>Yuba County (Its officers, officials, employees, and volunteers)<br>915 8th St<br>Marysville CA 95901 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Daniel E. Gaines - Farmers Agent |
|---|--|

# The County of Yuba



## Office of the County Administrator

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

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

**Date:** June 19, 2012  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB/BM*  
**By:** Grace Mull, Management Analyst  
**Re:** Public Defender Services Juvenile 602 1<sup>st</sup> Conflict Contract Renewal

### Recommendation

Board of Supervisors approve and authorize Chairman to sign Public Defender Services Juvenile 602 1<sup>st</sup> Conflict contract renewal with Mr. Mark Woods.

### Background

The current contract is set to expire on June 30, 2012. Pursuant to the terms of the current contract, Mr. Mark Woods notified our office of his intention to exercise his option to renew the contract for Public Defender Juvenile 602 1<sup>st</sup> Conflict services earlier this year.

### Discussion

Staff met with Mr. Woods recently to negotiate the terms of the contract. Due to budget constraints Mr. Woods has agreed to contract for another three year term (July 1, 2012 – June 30, 2015) at the current rate with no increases.

### Fiscal Impact

There is no fiscal impact associated with this contract renewal as the costs associated with this contract are included in the fiscal year 2012-2013 budget.

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**CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this 19th day of June, 2012 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and MARK WOODS ("Attorney").

WITNESSETH

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

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

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

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

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

NOW THEREFORE, the parties hereto agree:

**A. SCOPE OF ATTORNEY SERVICES**

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

a) "Juveniles" deemed indigent by the appointing Courts who are defendants in Juvenile 602 Welfare & Institution Code criminal cases.

b) Attorney shall perform the services of a First Conflict Juvenile 602 Attorney upon appointment by the Superior Court. Upon appointment by a Judge of the Superior Court pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187 except Juveniles tried in Adult Court.

c) Attorney agrees to accept cases that are assigned to Attorney by a Judge of the Court. It is however understood by the parties that case assignments will be made to the Attorney only in conflict situations, i.e. single defendant public defender conflicts, or where there are numerous defendants or numerous other parties in a case and the appointment of one or more public defenders to other defendants or parties necessitates the appointment of Attorney.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Section 1 and shall provide daily representation in the departments of the Superior Courts of Yuba County. Attorney shall be full-time attorney and shall also provide secretarial and other personnel and, except as may otherwise be provided herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

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

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

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

#### B. CHANGE OF VENUE

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

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

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

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

#### C. SPECIAL COUNSEL

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

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

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

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

#### D. OTHER EXPENSES

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



#### E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

a) YEAR ONE: From July 1, 2012 to June 30, 2013, County shall pay Attorney at the rate of One Thousand, Seven Hundred, Twenty Three Dollars (\$1,723.00) each month, in arrears, through and including June 2013.

b) YEAR TWO: At the rate of One Thousand, Seven Hundred, Twenty Three Dollars (\$1,723.00) each month in arrears, beginning July 1, 2013 through and including June 2014.

c) YEAR THREE: At the rate of One Thousand, Seven Hundred, Twenty Three Dollars (\$1,723.00) each month in arrears, beginning July 1, 2014 through and including June 2015.

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

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

f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state

initiative, Court modifications or adoption of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

F. COPY MACHINE

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

G. AVOIDANCE OF CONFLICTS

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

H. INDEMNIFICATION

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

part by any act or omission of Attorney, his associates, law partners, or employees, as required herein, in the performance of legal services hereunder, or by reason of breach of this Agreement by Attorney.

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

#### I. INDEPENDENT CONTRACTOR

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

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

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

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

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

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County's employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

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

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

#### J. CONTINUATION OF REPRESENTATION

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

#### K. TERMS AND TERMINATION

13.0 This Contract shall take effect July 1, 2012 and shall continue until June 30, 2015. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

13.1 Attorney shall have an option to renew the Contract for a term equal to the original term. Attorney shall inform the County of Attorney's desire to renew the

Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

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

L. COST OF SUIT

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

M. ENTIRE AGREEMENT AND AMENDMENT

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

N. ASSIGNMENT

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

O. NOTICE

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

COUNTY: County Administrator  
915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901

ATTORNEY: Mark Woods  
500 Olive Street  
Marysville, CA 95901

P. STANDARDS OF REPRESENTATION

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

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense*

Function ("ABA Standards"), section 4.1. Duty to take prompt action to protect a client's legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

#### Q. INTERPRETATION OF AGREEMENT

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

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

ATTEST

COUNTY OF YUBA

---


Donna Stottlemeyer,  
Clerk of the Board of Supervisors

---


Hal Stocker, Chairman  
Board of Supervisors



APPROVED AS TO FORM

  
\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

ATTORNEY

  
\_\_\_\_\_  
Mark Woods

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# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
 John Fleming, Economic Development Coordinator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Grace M Mull, Management Analyst  
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 jfleming@co.yuba.ca.us  
 rbrown@co.yuba.ca.us  
 gmull@co.yuba.ca.us  
 tcarlquist@co.yuba.ca.us

**Date:** June 19, 2012  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB/SM*  
**By:** Grace Mull, Management Analyst  
**Re:** Public Defender Services Juvenile 602 Contract Renewal

### Recommendation

Board of Supervisors approve and authorize Chairman to sign Public Defender Services Juvenile 602 contract renewal with Mr. Carl Lindmark.

### Background

The current contract is set to expire on June 30, 2012. Pursuant to the terms of the current contract, Mr. Carl Lindmark notified our office of his intention to exercise his option to renew the contract for Public Defender Juvenile 602 services earlier this year.

### Discussion

Staff met with Mr. Lindmark recently to negotiate the terms of the contract. Due to budget constraints Mr. Lindmark has agreed to contract for another three year term (July 1, 2012 – June 30, 2015) at the current rate with no increases.

### Fiscal Impact

There is no fiscal impact associated with this contract renewal as the costs associated with this contract are included in the fiscal year 2012-2013 budget.

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**CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this 19<sup>th</sup> day of June, 2012 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and CARL R. LINDMARK ("Attorney").

WITNESSETH

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

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

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

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

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

NOW THEREFORE, the parties hereto agree:

**A. SCOPE OF ATTORNEY SERVICES**

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

a) "Juveniles" deemed indigent by the appointing Courts who are defendants in Juvenile 602 Welfare & Institution Code criminal cases.

b) Attorney shall perform the services of Juvenile 602 Attorney upon appointment by the Superior Court. Pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187, except Juveniles tried in Adult Court.

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

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

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

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

## B. CHANGE OF VENUE

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

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

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

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

## C. ADDITIONAL SERVICES

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

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.

b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

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

#### D. SPECIAL COUNSEL

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

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

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

#### D. OTHER EXPENSES

6.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or Court order is not an additional charge against the County.



In addition, Court or County shall pay for Attorney's investigator per ex-parte Order being submitted and approved by the Court which may be necessary for competent and adequate representation of defendants.

E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

- a) YEAR ONE: From July 1, 2012 to June 30, 2013, County shall pay Attorney at the rate of Two Thousand, Six Hundred, Thirty Four Dollars (\$2,634.00) each month, in arrears, through and including June 2013.
- b) YEAR TWO: At the rate of Two Thousand, Six Hundred, Thirty Four Dollars (\$2,634.00) each month, in arrears, through and including June 2014.
- c) YEAR THREE: At the rate of Two Thousand, Six Hundred, Thirty Four Dollars (\$2,634.00) each month, in arrears, through and including June 2015.
- d) Said monthly amounts are payable in full on or before the thirteenth (13<sup>th</sup>) day of each month. Prior to receiving payment, Attorney shall, five (5) working days prior to the thirteenth (13<sup>th</sup>) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein. Attached to the claim, the Attorney shall submit a monthly report for the prior month indicating the number of new assignments or appointments, and the number of cases closed that month.
- e) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.
- f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state

initiative, Court modifications or adoption of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the contract accordingly.

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

#### F. COPY MACHINE

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

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

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

#### H. INDEMNIFICATION

10.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits of

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

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

#### I. INDEPENDENT CONTRACTOR

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

seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

- a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this agreement.
- b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.
- c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, unemployment insurance coverage or any other type of employment or worker insurance or benefit coverage required by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of County.
- e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County's employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

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

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

#### J. CONTINUATION OF REPRESENTATION

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

#### K. TERMS AND TERMINATION

13.0 This Contract shall take effect July 1, 2012 and shall continue until June 30, 2015. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or

suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

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

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

#### L. COST OF SUIT

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

#### M. ENTIRE AGREEMENT AND AMENDMENT

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

Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

N. ASSIGNMENT

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

O. NOTICE

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

COUNTY; County Administrator  
915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901

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

P. STANDARDS OF REPRESENTATION

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

"Duty of careful, factual and legal investigation." See People v. Ibarra (1963) 60 Cal 2d 460; In re Saunders (1970) 2 Cal 2d1033; ABA Standards on the Defense Function ("ABA Standards"), section 4.1. Duty to take prompt action to protect a client's legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

#### Q. INTERPRETATION OF AGREEMENT

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


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



ATTEST

\_\_\_\_\_  
Donna Stottlemeyer,  
Clerk of the Board of Supervisors


APPROVED AS TO FORM

  
\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

COUNTY OF YUBA

\_\_\_\_\_  
Hal Stocker, Chairman  
Board of Supervisors

ATTORNEY

  
\_\_\_\_\_  
Carl R. Lindmark

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# The County of Yuba

## Office of the County Administrator

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

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

**Date:** June 19, 2012  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB*  
**By:** Grace Mull, Management Analyst  
**Re:** Public Defender Services Juvenile 2nd Conflict Contract Renewal

### Recommendation

Board of Supervisors approve and authorize Chairman to sign Public Defender Services 2<sup>nd</sup> Conflict contract renewal with Mr. Carl Lindmark.

### Background

The current contract is set to expire on July 31, 2012. Pursuant to the terms of the current contract, Mr. Carl Lindmark notified our office of his intention to exercise his option to renew the contract for Public Defender 2<sup>nd</sup> Conflict services earlier this year.

### Discussion

Staff met with Mr. Lindmark recently to negotiate the terms of the contract. Due to budget constraints Mr. Lindmark has agreed to contract for another three year term (July 1, 2012 – June 30, 2015) at the current rate with no increases.

### Fiscal Impact

There is no fiscal impact associated with this contract renewal as the costs associated with this contract are included in the fiscal year 2012-2013 budget.

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**CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this 19th day of June, 2012 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and CARL LINDMARK ("Attorney").

WITNESSETH

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

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

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

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

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

NOW THEREFORE, the parties hereto agree:

**A. SCOPE OF ATTORNEY SERVICES**

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

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases (EXCLUDING MURDER CASES, SEXUALLY VIOLENT

PREDATORS 6602 WELFARE & INSTITUTIONS CODE CASES, AND MHO MENTAL HEALTH 6500 & 6502 WELFARE & INSTITUTIONS CODE CASES) or who require legal representation in connection with police identification or pre-statement counseling as set forth in (b), infra.

b) Attorney shall perform the services of Second Conflict Attorney upon appointment by the Superior Court. Upon appointment by a Judge of the Superior Court pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court.

c) Attorney agrees to accept cases that are assigned to Attorney by a Judge of the Court. It is however understood by the parties that case assignments will be made to the Attorney only in conflict situations, i.e. single defendant first conflict and public defender conflicts, or where there are numerous defendants or numerous other parties in a case and the appointment of one or more public defenders to other defendants or parties necessitates the appointment of Attorney.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Section 1 and shall provide daily representation in the departments of the Superior Courts of Yuba County. Attorney shall be a full-time attorney and shall also provide secretarial and other personnel and, except as may otherwise be proved herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney

to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

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

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

#### B. CHANGE OF VENUE

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

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

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

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

#### C. SPECIAL COUNSEL

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

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#### J. CONTINUATION OF REPRESENTATION

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

#### K. TERMS AND TERMINATION

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L. COST OF SUIT

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915 8<sup>th</sup> Street, Suite 115  
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500 Olive Street, Suite 7  
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18.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a "reasonably competent attorney acting as a diligent, conscientious advocate." (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

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ATTEST

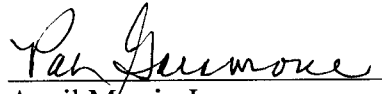
COUNTY OF YUBA


\_\_\_\_\_  
Donna Stottlemeyer,  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Hal Stocker, Chair  
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY

  
\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

  
\_\_\_\_\_  
Carl Lindmark

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# 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




238-12

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

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** June 19, 2012

**SUBJECT:** Authorize budget transfer in the amount of \$1,700.00 from 101-5800-455-62-00 (Fixed Assets) to 101-5800-455-22-00 (Office Supply) for purchase of laptop computer.

**RECOMMENDATION:** Board of Supervisors approval to transfer funds in the amount of \$1,700.00 from 101-5800-461-62-00 (Fixed Assets) to 101-5800-455-22-00 (Office Supply) for purchase of laptop computer is recommended.

**BACKGROUND:** The current Veterans Service Office laptop is over six years old and reaching end of life. The Veterans Service Office needs to update the laptop computers used for outreach events to maintain staff productivity in the community. Additionally, the new laptop computers will meet security and encryption requirements.

**DISCUSSION:** At mid-year the Health and Human Services Department appropriated \$1,700.00 to 101-5800-461-62-00 (Fixed Assets) for the purchase of one laptop computer. Quotes to purchase the laptop have been received and because the cost is below the \$1,000 fixed asset threshold, it is considered an office supply.

**COMMITTEE:** The Health and Human Services Committee approved the budget request on June 12, 2012.

**FISCAL IMPACT:** Approval of this Budget Transfer will have no fiscal impact to county funds. State and Federal funds will be used for these purchases.

WHITE - AUDITOR  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

COUNTY OF YUBA

APR 24 2012

AUDITOR-CONTROLLER

DATE April 6, 2012

REQUEST FOR TRANSFER OR

TRANSFER # \_\_\_\_\_

**REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DEPARTMENT Veterans Service

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

**BUDGET OR ESTIMATED REVENUE**

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

| ACCOUNT NO.        | NAME         | AMOUNT     |
|--------------------|--------------|------------|
| 101-5800-455-62-00 | Fixed Assets | \$1,700.00 |
|                    |              |            |
|                    |              |            |
|                    |              |            |
|                    |              |            |
|                    |              |            |
|                    |              |            |

| ACCOUNT NO.        | NAME        | AMOUNT     |
|--------------------|-------------|------------|
| 101-5800-455-22-00 | Office Supp | \$1,700.00 |
|                    |             |            |
|                    |             |            |
|                    |             |            |
|                    |             |            |
|                    |             |            |
|                    |             |            |

**FUND TRANSFERS**

**OPERATING TRANSFERS OUT**

| ACCOUNT NO. | NAME | AMOUNT |
|-------------|------|--------|
|             |      |        |
|             |      |        |

**OPERATING TRANSFERS IN**

| ACCOUNT NO. | NAME | AMOUNT |
|-------------|------|--------|
|             |      |        |
|             |      |        |

**GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)**

| FUND | ACCOUNT | AMOUNT |        |  | FUND | ACCOUNT | AMOUNT |        |
|------|---------|--------|--------|--|------|---------|--------|--------|
|      |         | DEBIT  | CREDIT |  |      |         | DEBIT  | CREDIT |
|      |         |        |        |  |      |         |        |        |
|      |         |        |        |  |      |         |        |        |
|      |         |        |        |  |      |         |        |        |
|      |         |        |        |  |      |         |        |        |
|      |         |        |        |  |      |         |        |        |
|      |         |        |        |  |      |         |        |        |

**REASON FOR TRANSFER:**

Cost is below the fixed asset threshold.

**APPROVED:**

☐ AUDITOR-CONTROLLER

Signature

4/30/12  
Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

5/7/12  
Date

TITLE

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

AUDITOR - CONTROLLER

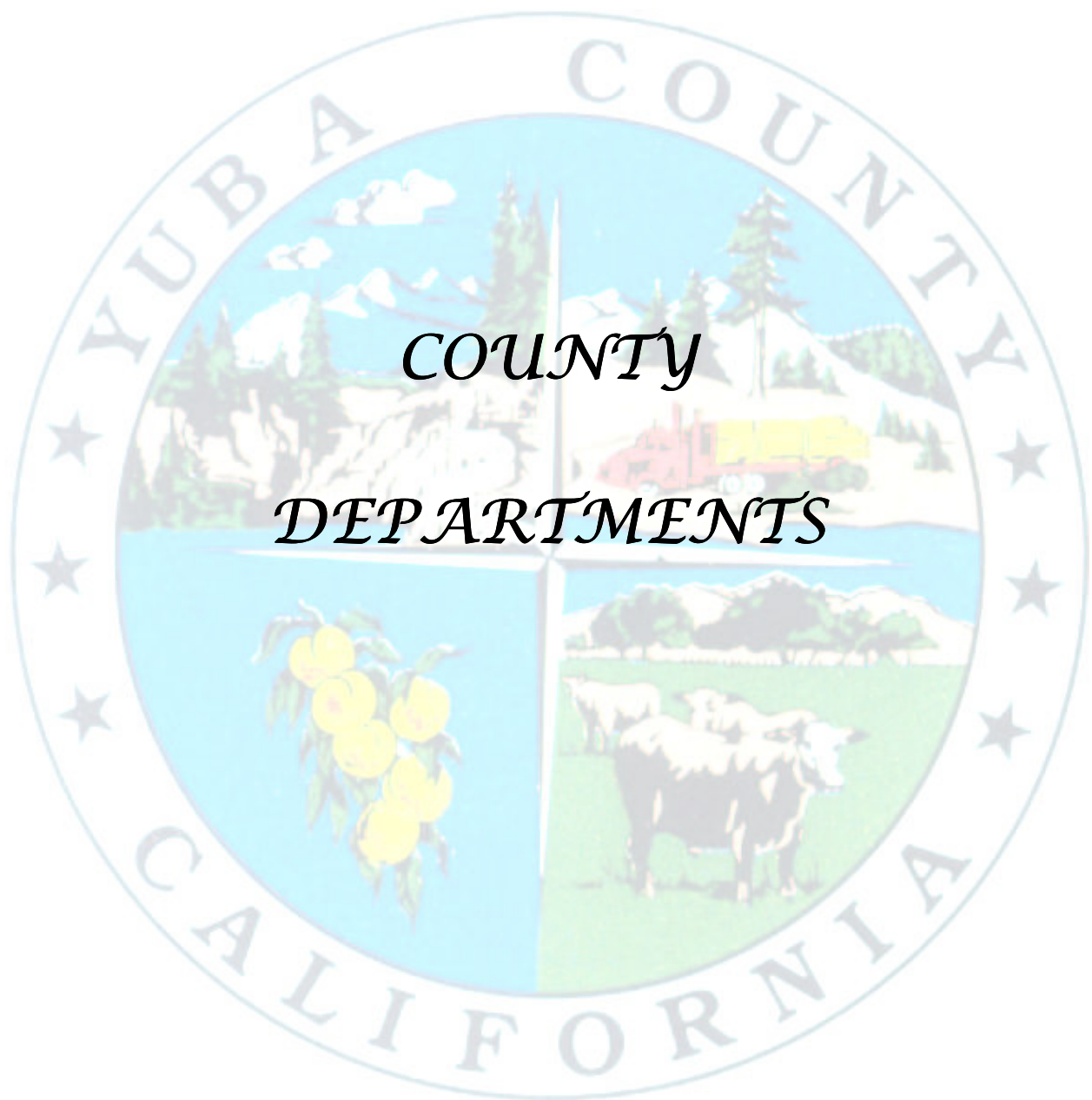
Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



*COUNTY*  
*DEPARTMENTS*

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# The County of Yuba

## Office of the County Administrator

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

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gmull@co.yuba.ca.us  
tcarlquist@co.yuba.ca.us



239-12

TO: BOARD OF SUPERVISORS  
FROM: ROBERT BENDORF, COUNTY ADMINISTRATOR *RB/BM*  
RE: PROPOSED BUDGET FOR FY 2012-2013  
DATE: JUNE 19, 2012

### RECOMMENDATIONS

It is recommended that the Board of Supervisors:

1. Receive presentation from the County Administrator on the Proposed Budget for FY 2012-2013.
2. Accept the Proposed Budget for FY 2012-2013 and direct staff to make available copies for public review.
3. Adopt the Proposed Budget for FY 2012-2013 as the County's interim spending plan, including position allocation changes, pending formal adoption of the Final Budget.
4. Acknowledge that;
  - a. The Proposed Budget estimated expenditures are balanced with estimated revenues; although it is balanced with the use of limited one-time funds, therefore is not structurally balanced.
  - b. Actions by the State of California may require significant adjustments to the Proposed Budget as adopted by the Board.
  - c. Restoration of Proposed Budget reductions will require equivalent reductions in funds from other County priorities.
5. Set dates for FY 2012-2013 Budget Workshops of August 14<sup>th</sup> and August 21<sup>st</sup>.
6. Set public hearings for September 18<sup>th</sup> – 25<sup>th</sup> for adoption of the Final Budget.

### BACKGROUND / DISCUSSION

As reported to the Board in January, the estimated deficit for the General Fund was stated as approximately 1.6 million dollars. A majority of the deficit is due to rising labor costs, general fund revenue instability and the use of "one-time" funding for the current fiscal year. The following amounts do not contain non-general fund impacts.

|  |                   |
|--|-------------------|
| Health Insurance / Salary / Pension Cost Increases | \$ 481,440        |
| One Time Revenues (uses in FY 2011-2012)           | \$ 539,678        |
| General Fund Revenue reductions                    | <u>\$ 607,475</u> |

TOTAL \$ 1,628,593

Subsequent to the presentation in January, budget instructions were provided to departments. Each department was asked to submit a budget that absorbed the cost increases (no General Fund appropriation increases over the current fiscal year) and also any reductions they had in their operating revenues specific to their department. In addition, departments were asked to submit a requested budget in order for the County Administrator to compare resource needs of departmental operations. The cumulative requested budgets were approximately \$1,000,000 over the base budgets submitted.

In February, the County Administrator and the Auditor-Controller reviewed the cost reimbursement plan (A-87) as prepared by Mgt of America, Inc. for the County. Cost plan reimbursements are paid to central service (mostly General Fund) departments for the services they provide to primarily non-general fund departments (Human Resources, Auditor-Controller, Clerk of the Board, County Administrator, County Counsel, and Administrative Services). A decrease in the cost plan reimbursements to General Fund departments from current fiscal year to the upcoming fiscal year was determined to be approximately \$2,000,000.

Upon receiving all departmental budgets, refining revenue estimates for the upcoming fiscal year and determining other potential budget impacts, staff from the County Administrator's office met with each of the departments individually to discuss their budgets, discuss their priorities and workload indicators and to develop solutions for upcoming fiscal year.

Of significance in the Fiscal Year 2012-2013 Proposed Budget:

#### General Fund Reserves

No use of General Fund Reserves is being proposed. General Fund Reserves remain budgeted at \$ 1,350,631.

#### General Fund Contingencies

This amount is proposed to be \$ 523,975, which is a reduction of \$200,000 compared to last year.

#### Use of One-Time, General Fund Revenue

One-time revenue is proposed to be used for ongoing operations in the amount of \$ 570,413 from the General Fund Capital Account. This is slightly higher (approximately \$30,000) compared to the current fiscal year.

#### Reduction in Workforce

For Fiscal Year 2012-2013, some layoffs and transfers are being recommended. Proposed impacts to our workforce include:

- Deleting 8 filled positions
- Deleting 6 vacant positions
- Un-funding 11 vacant positions

It is important to note a majority (7) of the filled positions being deleted are from the Community Development Department and Services Agency. This is due to several factors including the pace of land development, reduced building activity and reorganization / consolidation for new programs such as the



Neighborhood Stabilization Program. *Note: Three limited term and one full time position are being created in Community Development, thus most likely reducing the net deletion of filled positions to three.*

### Public Safety

Significant changes have occurred for the upcoming fiscal year and those programs/activities are provided for in more detail in the presentation to the Board of Supervisors as well as contained in the Proposed Budget message as part of the FY 2012-2013 Proposed Budget document.

### General Fund Revenues

While some general fund revenue sources have decreased, others are showing some signs of stability. In some cases there are slight increases in revenue estimates compared to this year:

- Waste Disposal Tipping Fees – a reduction of approximately (\$250,000)
- Secured / Unsecured Property Tax – estimated to be slightly lower (\$100,000) than budgeted this year.
- Sales Tax – Increase of approximately \$ 140,000 based on end of 2011-2012 projections and 2012-2013 estimates from tax consultants HdL
- General Fines – Increase of approximately \$30,000

Based on year end projections, carryover fund balance for the General Fund from FY 2011-2012 is estimated to be \$1.2 million. After the fiscal year is closed, any reduction or increase in this amount will be reported to the Board of Supervisors with Final Budget recommendations.

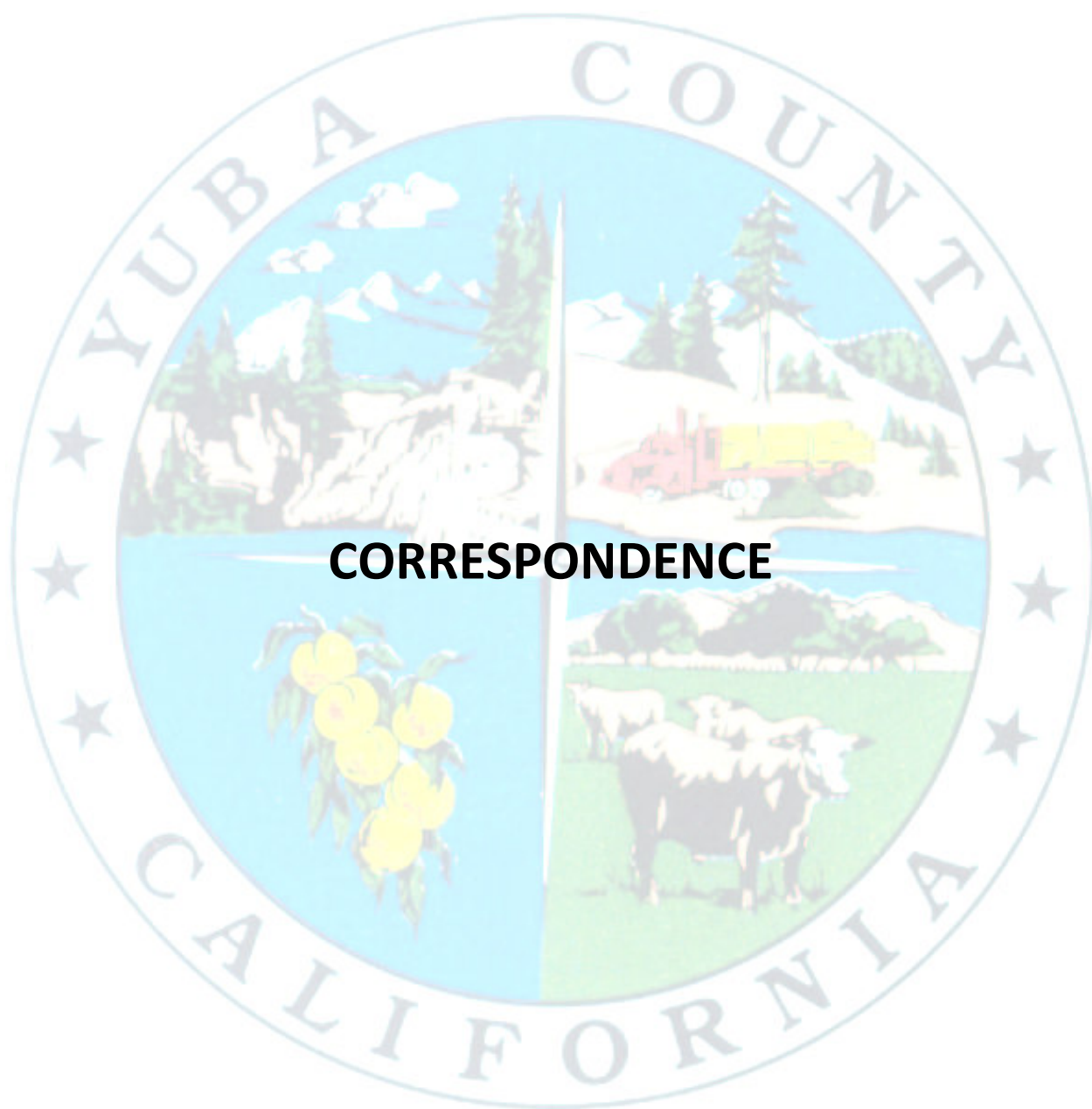
### COMMITTEE

The Budget Ad Hoc Committee has reviewed key elements of the Proposed Budget for FY 2012-2013. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

### FISCAL IMPACT

The Proposed Budget for FY 2012-13 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. The Final Budget hearings are scheduled in September to allow for new information regarding the State Budget as well as potential budget adjustments.

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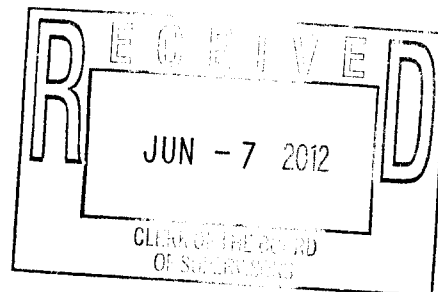
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**Commissioners**  
**Daniel W. Richards**, President  
 Upland  
**Michael Sutton**, Vice President  
 Monterey  
**Jim Kellogg**, Member  
 Discovery Bay  
**Richard Rogers**, Member  
 Santa Barbara  
**Jack Baylis**, Member  
 Los Angeles

STATE OF CALIFORNIA  
 Edmund G. Brown Jr., Governor

**Sonke Mastrup**, Executive Director  
 1416 Ninth Street, Room 1320  
 Sacramento, CA 95814  
 (916) 653-4899  
 (916) 653-5040 Fax  
 www.fgc.ca.gov

## Fish and Game Commission



June 6, 2012

### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 27.65 and 28.30, Title 14, California Code of Regulations, relating to kelp bass, barred sand bass and spotted sand bass sport fishing, which will be published in the California Regulatory Notice Register on June 8, 2012.

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

**Ms. Marija Vojkovich, Marine Region Manager, Department of Fish and Game, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

Sherrie Fonbuena  
 Associate Governmental Program Analyst

Attachment

**BOS CORRESPONDENCE A**

6-7-12: Copy provided to Yuba County Fish and Game Advisory Commission/rf

**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 200, 202, 205, 219, and 220 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 203.1, 205, 207, 210, 215, 219, 220, 240, 5508, and 5509 of said Code, proposes to amend sections 27.65 and 28.30, Title 14, California Code of Regulations, relating to kelp bass, barred sand bass and spotted sand bass.

**Informative Digest/Policy Statement Overview**

Under current regulations, Section 27.65(b)(1), Title 14, CCR, specifies a minimum fillet length for kelp bass, barred sand bass, spotted sand bass, and ocean whitefish. Section 28.30 specifies a minimum size (total length and alternate length) and bag limit for kelp bass, barred sand bass, and spotted sand bass.

The three proposed regulatory options are intended to work together to favor population increases of the three bass species by reducing take. The options include an increase in the minimum size limit for all three species (with a corresponding increase in fillet length and alternate length), a reduction in the bag limit for all three species, and a spawning season closure for barred sand bass only. Each proposed option includes a range of sub-options yielding different reductions in catch depending on the species. The following summarizes the options for regulatory change in Title 14, Sections 27.65(b)(1) and 28.30:

Option 1: The proposed regulation would increase the minimum size limit for bass to either 13, 14, or 15 inches total length. An increase in the minimum size limit to 13, 14, or 15 inches will require a corresponding increase in the fillet length size to 7, 7.5, or 8 inches, respectively and a corresponding increase in the alternate length size to 9.25, 10, or 10.75 inches, respectively. Ocean whitefish fillets would retain the 6.5 inches minimum length and require the entire skin be attached.

Option 2: Current regulations specify a limit of 10 fish (bass) in any combination of species. The proposed regulation would retain the 10 fish upper limit in aggregate stipulation, but provide for a reduction in the individual species limit within the range of 10 to 0.

Option 3: Current regulations do not specify any seasonal closure of barred sand bass fishing. The proposed regulation would close barred sand bass fishing from 1 week to 3 months during the spawning season (June 1-August 31).

The benefits of the proposed regulations are sustainable management of the bass resources to protect bass populations while continuing to provide recreational fishing opportunities.

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

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Crown Plaza Ventura Beach Hotel, 450 E. Harbor Blvd., Ventura, California, on Wednesday, August 8, 2012 at 8:30 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, relevant to this action at a hearing to be held at the Radisson Hotel-LAX, 6225 West Century Blvd., Los Angeles, California, on Wednesday, November 7, 2012, at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted to the address given below, or by fax at (916) 653-5040, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on November 2, 2012. All comments must be received no later than November 7, 2012 at the hearing in Los Angeles, 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 Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Ms. Marija Vojkovich, Regional Manager, Department of Fish and Game's Marine Region, telephone (805) 568-1246 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

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 businesses, including the ability of California businesses to compete with businesses in other states.

Some impacts to southern California businesses catering to bass fishing may be realized; however, these impacts are not expected to be significant or statewide. The bass fishery is only a southern California fishery, and businesses from other states do not compete with southern California businesses for this resource.

- (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.

An increase in the minimum size limit (Option 1) will result in fewer bass taken, but it is unlikely to result in the creation or elimination of jobs or businesses. The minimum size increase is not expected to reduce the number of anglers aboard CPFVs and rental boats to the same extent that a reduction in the bag limit would because the opportunity to catch larger fish still exists.

Due to some of the recreational fishing community having support for a reduction in the bag limit (Option 2), it is unknown whether a moderate reduction in the bag limit would deter a significant portion of anglers from fishing. However, a severe reduction in the bag limit (e.g., zero take) would most likely result in the loss of jobs and the elimination of several businesses associated with the industry (see economic impact analysis report).

A barred sand bass season closure (Option 3) could also result in the loss of jobs or businesses, depending on actual customer interest (fishing for barred sand bass versus other species) and revenue lost due to potential impacts to sport fishing landings. Under a partial season closure, it seems likely that landings would choose to continue their regular schedule and fish for other species, resulting in no loss of jobs or businesses. However, under a full season closure, a significant reduction in fishing trips would most likely result in the loss of jobs and the elimination of several businesses associated with the industry (see economic impact analysis report).

For all three options, fewer fish being taken home would result in some lost income to CPFV crew members due to filleting fewer fish.

Despite the possibility of a short-term adverse impact to businesses, the long-term intent of all the proposed actions is to increase sustainability of the bass fisheries and, subsequently, the long-term viability of these same businesses.

The Commission anticipates benefits to the health and welfare of California residents. Currently there are health advisories recommending limited consumption of kelp bass and barred sand bass from certain areas within southern California due to contaminants (see economic impact analysis report). Limiting take of these fishes through the proposed regulations will help residents comply with these health advisories.



The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's bass 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. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: May 29, 2012

Sonke Mastrup  
Executive Director

**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

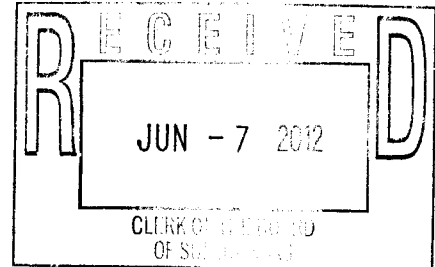
STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

## Fish and Game Commission



**Sonke Mastrup**, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
(916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

June 6, 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 632, Title 14, California Code of Regulations, relating to Blue Cavern State Marine Conservation Area, which will be published in the California Regulatory Notice Register on June 8, 2012.

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

**Ms. Marija Vojkovich, Marine Region Manager, Department of Fish and Game, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

A handwritten signature in cursive script that reads "Sherrie Fonbuena".

Sherrie Fonbuena  
Associate Governmental Program Analyst

Attachment

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

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203.1, 205(c), 219, 220, 240, 1590, 1591, 2860, 2861, and 6750 of the Fish and Game Code and sections 36725(a) and 36725(e) of the Public Resources Code, and to implement, interpret or make specific sections 200, 202, 203.1, 205(c), 219, 220, 240, 1580, 1583, 2861, 5521, 6653, 8420(e), and 8500 of the Fish and Game Code and sections 36700(e), 36710(e), 36725(a), and 36725(e) of the Public Resources Code, proposes to amend Section 632, Title 14, California Code of Regulations, relating to Blue Cavern State Marine Conservation Area.

### **Informative Digest/Policy Statement Overview**

The existing regulation provides area boundaries, take restrictions, and anchoring and mooring restrictions within the Blue Cavern State Marine Conservation Area (SMCA). For public health, safety, and general welfare, the proposed regulation re-opens Blue Cavern SMCA to anchoring and mooring, except within the Catalina Marine Science Center Marine Life Refuge (Refuge). The proposed regulation clarifies that the authority of the director of the Refuge to allow anchoring, mooring or scientific take extends only within the Refuge, not the entire SMCA.

Anchoring and mooring are restricted in the Refuge to protect ongoing scientific studies and the integrity of study sites. The director of the Refuge can authorize anchoring and mooring or take of marine life for scientific purposes, under the conditions prescribed in a scientific collecting permit issued by the Department of Fish and Game (Sections 10655 and 10502.8, Fish and Game Code). These provisions were unintentionally applied to the entire Blue Cavern SMCA in rulemaking file 2011-1101-04SR. During the Marine Life Protection Act planning phase, the South Coast Regional Stakeholder Group (SCRSG) developed Marine Protected Area (MPA) proposals for the South Coast Study Region. Based on a review of MPA planning records, and confirmed through follow-up discussions with SCRSG members, no documentation specifies intent to expand the no-anchoring and mooring provision or the authority of the director of the Refuge to allow anchoring, mooring or scientific take beyond the existing Refuge.

Blue Cavern SMCA is commonly used by experienced and inexperienced divers. Under the current regulation, the live-boating technique is now the only option for dive vessels. This technique involves deploying divers from a vessel into the water while keeping the motor running to remain within sight and easy access of the divers. Because the vessel may need to move constantly, the location of deployed divers can be very difficult for other vessel operators on site to determine, especially with multiple vessels in the same area.

A regulation change is needed to protect the public health, safety, and general welfare while preserving the intended purpose of the SMCA designation. This proposed regulation allows anchoring and mooring within the Blue Cavern SMCA except within the Refuge and clarifies that the authority the Refuge director to allow anchoring, mooring, or take of marine life for scientific purposes applies only within the Refuge. All other existing take restrictions remain in effect throughout the SMCA. The proposed regulation makes permanent the emergency regulation that expires on October 30, 2012.

The proposed regulation will provide benefits to public health and safety by minimizing risk for divers in the Blue Cavern SMCA. Minor benefits to air quality may be realized in the

implementation of the proposed regulation; however, the Commission does not anticipate any significant benefits to the environment.

The proposed regulation is neither inconsistent nor incompatible with existing state regulations. No other entity has authority to promulgate regulations concerning these activities within Commission-established State marine conservation areas.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Crown Plaza Ventura Beach Hotel, 450 E. Harbor Blvd., Ventura, California, on Wednesday, August 8, 2012 at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted to the address given below, or by fax at (916) 653-5040, or by e-mail to [FGC@fgc.ca.gov](mailto: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 3, 2012. All comments must be received no later 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 Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Ms. Marija Vojkovich, Regional Manager, Department of Fish and Game's Marine Region, telephone (805) 568-1246 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. 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

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 Business, 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 regulation pertains only to the Blue Cavern State Marine Conservation Area offshore of Catalina Island in Los Angeles County.

- (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 agency is not aware of any impacts the proposed action would have on creation, expansion, or elimination of jobs or businesses in California.

The Commission anticipates benefits to the health and welfare of California residents by minimizing risks to divers in the Blue Cavern SMCA, while preserving the intended purpose of the Blue Cavern SMCA.

The Commission does not anticipate any non-monetary benefits to worker safety.

Existing regulation benefits the environment by protecting habitat and biodiversity in the Blue Cavern SMCA. Minor benefits to air quality may be realized in the implementation of the proposed regulation; however, the Commission does not anticipate any significant benefits to the environment.

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

The Commission 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:

Some unknown level of cost savings will be realized by not having to invest as much time in enforcement of potentially dangerous regulations.

- (e) Nondiscretionary Costs/Savings to Local Agencies:

Some unknown level of cost savings will be realized by not having to invest as much time in enforcement of potentially dangerous regulations.

- (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. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

### Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: May 29, 2012

Sonke Mastrup  
Executive Director