

# 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.

**NOVEMBER 27, 2012**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**

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

**II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker**

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

**A. Auditor-Controller**

1. Adopt resolutions to determine the appropriations for Special Districts and the appropriation for tax proceeds for Fiscal Year 2012-2013. (433-12)

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

1. Reappoint Christian Hogan to the Yuba County Fish and Game Advisory Commission as the District Two representative for a term to end December 31, 2016. (434-12)
2. Reappoint Michael Paine to the Yuba County Library Advisory Commission as the District Two representative for a term to end December 31, 2016. (435-12)
3. Approve minutes of the regular meeting of November 13, 2012. (436-12)

**C. Clerk-Recorder/Elections**

1. Accept Certification of Statement of Vote for the November 6, 2012 Presidential General Election pursuant to Elections Code § 15400. (437-12)

**D. Community Development and Services**

1. Approve contract with Applied Engineering and Geology, Inc. for environmental consulting and engineering services and authorize the Chair to execute same. (438-12)

**E. Sheriff-Coroner**

1. Approve Memorandum of Understanding with Yuba County Office of Education for vocational educational programs for inmates Fiscal Year 2012-2013 and authorize the Chair to execute same. (439-12)

**IV. SPECIAL PRESENTATION**

- A. Receive presentation from Francesca Wright on First Five Yuba Commission Fiscal Year 2011-2012 evaluation. (440-12)**

- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **CORRESPONDENCE** - (441-12)
- A. Two Local Agency Biennial Notices regarding conflict of interest code for Reclamation District 10 and Camptonville Academy.
- B. Letter from Grady Windham regarding the condition of Oakley Lane.
- 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 SPECIAL MEETING**
- 3:30 P.M. REDEVELOPMENT AGENCY**

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**



*CONSENT*  
*AGENDA*

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# The County of Yuba

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AUDITOR - CONTROLLER

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433-12

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C. RICHARD EBERLE, CPA

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915 8<sup>th</sup> Street, Suite 105  
Marysville, CA 95901-5273  
(530) 749-7810

October 5, 2012

Board of Supervisors  
County of Yuba  
Marysville CA 95901

Honorable Members,

Enclosed herewith for your review and adoption is a resolution pertaining to the setting of the 2012-13 appropriation limits for those special districts governed by the County Board of Supervisors.

This is pursuant to Article XIII B of the California State Constitution.

Yours truly,

A handwritten signature in black ink, appearing to read "C. Eberle", is written over a horizontal line.

C Richard Eberle, CPA  
Auditor-Controller

CRE/kmd  
Enclosure (2)

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA  
STATE OF CALIFORNIA

IN RE:	)	
	)	RESOLUTION NO. _____
RESOLUTION OF THE	)	
BOARD OF SUPERVISORS OF	)	
THE COUNTY OF YUBA TO	)	
DETERMINE THE APPROPRIATIONS	)	
FOR SPECIAL DISTRICTS UNDER	)	
<u>THE COUNTY</u>	)	

**RESOLVED** by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2012-13 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIII B of the Constitution of the State of California.

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

AYES:

NOES:

ABSENT

CHAIRMAN OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_  
*Angil P. Morris-Jones*  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES, COUNTY COUNSEL

EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS  
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT  
FOR FISCAL YEAR 2012-13

DISTRICT:	FY 2011-12 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2012-13 LIMIT
Linda Street Lighting Distric t	308,838	1.0377	X	1.0068 = 1.0448	322,660
County Service Area #2	11,845	1.0377	X	1.0068 = 1.0448	12,375
County Service Area #4	1,173	1.0377	X	1.0068 = 1.0448	1,225

# The County of Yuba

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AUDITOR - CONTROLLER

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C. RICHARD EBERLE, CPA

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915 8<sup>th</sup> Street, Suite 105  
Marysville, CA 95901-5273  
(530) 749-7810

October 5, 2012

Board of Supervisors  
County of Yuba  
Marysville, CA 95901

Honorable Members,

Enclosed herewith for your approval is a resolution establishing:

1. The change in California per Capita together with the change in population applied to the 2011-12 appropriation limit to reach 2012-13 appropriation limit.
2. The maximum limit applicable of tax proceeds for the 2012-13 per Article XIII B of the Constitution of the State of California.

Yours truly,

C Richard Eberle, CPA  
Auditor-Controller

CRE/kmd  
Enclosure (2)



BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA  
STATE OF CALIFORNIA

IN RE:

RESOLUTION OF THE  
BOARD OF SUPERVISORS  
THE COUNTY OF YUBA TO  
DETERMINE THE APPROPRIATIONS  
OF TAX PROCEEDS FOR 2012-13

RESOLUTION NO. \_\_\_\_\_

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that for 2012-13 the change in California Per Capita Personal Income together with change in population of Yuba County shall be applied to the 2011-12 appropriation limit to reach the 2012-13 appropriation limit, and that the maximum limit applicable to the 2011-12 appropriation of tax proceeds, as calculated is \$60,329,031. See Exhibit A. This is in accordance with Article XIII B of the constitution of the State of California.

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

AYES:

NOES:

ABSENT:

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES, COUNTY COUNSEL

County of Yuba  
Statement of Appropriation Limitation  
2012-13

Limitation for 2011-2012 \$57,744,593

Adjustment

2012-13 Factors

CPI 1.0377

Population  $\times \underline{1.0068} = \underline{\times 1.0448}$

Limitation for 2012-13 \$60,329,031

# *The County of Yuba*

**Office of Clerk of the Board of Supervisors**

434-12



**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Yuba County Fish and Game Advisory Commission – District 2 Representative  
**Date:** November 27, 2012

## **Recommendation**

Reappoint Christian Hogan to the Yuba County Fish and Game Advisory Commission as the District Two Representative with a term ending December 31, 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 due to the expiration of Mr. Hogan's term. Mr. Hogan has been serving on the commission since June 2008 and wishes to continue in this capacity.

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

## **Fiscal Impact**

None

## **Committee Action**

None required.

Attachments

# The County of Yuba

NOV - 7 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: FISH AND GAME COMMISSION

APPLICANT NAME:

CHRISTIAN HOGAN

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS  
(Street, City, Zip):

TELEPHONE:

HOME: [REDACTED]

WORK: [REDACTED]

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

STOREFRONT ESTIMATOR

SUPERVISOR/ DISTRICT

NUMBER:

JOHN NICOLETTI DISTRICT 2

REASONS YOU WISH TO

SERVE ON THIS BODY:

CURRENT DISTRICT 2 REPRESENTATIVE FOR YUBA COUNTY FISH + GAME COMMISSION, TERM ENDS 12/31/12

QUALIFICATIONS:

CURRENT VICE CHAIR OF YUBA COUNTY FISH + GAME COMMISSION

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

CURRENT VICE CHAIR OF YUBA COUNTY FISH AND GAME COMMISSION

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

[Signature]  
SIGNATURE

DATE

11/5/12

### THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Rev 07/12

CC: Supervisor Nicoletti 11-7-12 /rf [Signature]

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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435-12



**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** **Yuba County Library Advisory Commission – District 2 Representative**

**Date:** November 27, 2012

## **Recommendation**

Reappoint Michael Paine to the Yuba County Library Advisory Commission as the District Two Representative with a term ending December 31, 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 due to the expiration of Mr. Paine's term. Mr. Paine has been serving on the commission since January 2009 and wishes to continue in this capacity.

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

## **Fiscal Impact**

None

## **Committee Action**

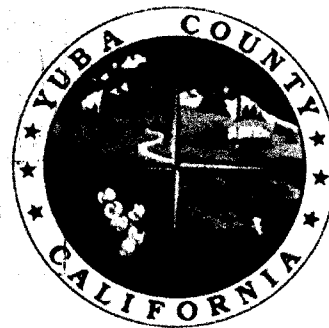
None required.

Attachments

# The County of Yuba

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

NOV 13 2012



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: YUBA Co. LIBRARY Advisory Comm.

APPLICANT NAME: MICHAEL PAINE

MAILING ADDRESS -  
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS  
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:  
SUPERVISOR/DISTRICT  
NUMBER: 2

Retired

REASONS YOU WISH TO  
SERVE ON THIS BODY:

I am involved in other activities that concern  
the library

QUALIFICATIONS:

I have served two terms on this comm.

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

Library Advisory Comm., Community Services  
commission, Resource development code advisory  
cmte.

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.

Michael Paine  
SIGNATURE

11/13/12  
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



NOVEMBER 13, 2012 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:38 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 Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Stocker presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Griego absent.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve consent agenda

MOVED: John Nicoletti

SECOND: Roger Abe

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

### A. Administrative Services

1. Approve two agreements and grant of easements with CVIN LLC across county property at Library and Airport for broadband access and authorize the Chair to execute same. (417-12) Approved.
2. Authorize Budget Transfer in the amount of \$47,000 from various line items to Account No. 126-0000-361-4650 for the portion of fees generated by the Yuba Sutter Enterprise Zone required to be submitted to the state. (418-12) Approved.

### B. Board of Supervisors

1. Reappoint Supervisor John Nicoletti to the Bi-County Solid Waste Independent Hearing Panel for a term to end December 31, 2016. (419-12) Approved.

### C. Clerk of the Board of Supervisors

1. Approve minutes of the meeting of October 23, 2012. (420-12) Approved as written.
2. Reappoint Robert Bradshaw to the Wheatland Cemetery District for a term to expire November 18, 2016. (421-12) Approved.

D. Community Development and Services

1. Award contract to R&R Horn Contractors, Inc., apparent low bidder for North Beale Road Raised Median Project and authorize the Chair to execute upon review and approval of County Counsel. (422-12) Approved.
2. Accept Plumas Ranch Five Improvements as complete and release performance bond, Tract Map 1999-585. (423-12) Approved.
3. Approve floodplain development variance for detached parking/storage structure at 4032 Hazel Street. (424-12) Approved.

E. Health and Human Services

1. Approve Certificates of Compliance of the California Department of Veterans Affairs County Subvention Program and the Medi-Cal Cost Avoidance Program for Fiscal Year 2012-2013 and authorize the Chair to execute. (Human Services Committee recommends approval) (425-12) Approved.

F. Human Resources and Organizational Services

1. Approve County American with Disabilities Act and Fair Employment Housing Act Compliance Policy. (426-12) Approved.

G. Probation

1. Authorize Budget Transfer in the amount of \$2,235 to Account No. 101-3202-423-6200 (Fixed Assets) for purchase of two computers for Victim Witness. (427-12) Approved.

ADDED TO THE AGENDA - Closed Session Item B

MOTION: At the request of County County, move to add to Closed Session Item B labor negotiations regarding YCEA as the matter arose subsequent to the agenda being posted.

MOVED: John Nicoletti SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

IV. SPECIAL PRESENTATION

- A. Receive presentation from Mr. Dana Hubbard on establishment of a Yuba County History Museum. (Ten minute estimate) (407-12) Mr. Dana Hubbard recapped the goals of the Museum, fundraising activities and membership on the committee. Mr. Hubbard responded to Board inquiries.
- B. Receive annual review from Yuba County Office of Education on the status of the 4H Outdoor Education Camp in Dobbins. (Ten minute estimate) (406-12) Principal Chris Reyna recapped recent upgrades to kitchen appliances, group activities, and other activities at the camp. Mr. Reyna responded to Board inquiries.

Ms. Bobbi Abold, Director of Alternative Education, acknowledged achievements of the program.

V. PUBLIC COMMUNICATIONS: No one came forward.



VI. COUNTY DEPARTMENTS

A. County Administrator

1. Receive first quarter financial report for Fiscal Year 2012-13 and provide direction as necessary. (Fifteen minute estimate) (428-12) Management Analyst Grace Mull recapped revenues, expenditures, reserves, building and real estate activities, and responded to Board inquiries.

County Administrator Robert Bendorf provided information regarding trends in foreclosures, revenues, the State budget, and responded to Board inquiries.

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

- A. Public Hearing - Hold public hearing and adopt resolution adopting the Program Income Reuse Plan for the Neighborhood Stabilization program governing program income assisted activities. (Five minute estimate) (429-12) Community Development and Services Director Kevin Mallen recapped the program, usage of income, and responded to Board inquiries.

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

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

Adopted Resolution No. 2012-99, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION ADOPTING THE PROGRAM INCOME REUSE PLAN FOR THE YUBA COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSPC), A REUSE PLAN GOVERNING PROGRAM INCOME FROM NEIGHBORHOOD STABILIZATION PROGRAM (NSP3) ASSISTED ACTIVITIES."

- B. Public Hearing - Hold public hearing, adopt Yuba County Bikeway Master Plan, and make finding that plan preparation was part of General Plan EIR and no new effects occur or mitigation measure are required. (Ten minute estimate) (430-12) Public Works Director Mike Lee recapped the final plan, comments received, right-of-way issues, and responded to Board inquiries.

Mr. Bendorf and Mr. Mallen responded to Board inquiries.

Chairman Stocker opened the public hearing.

The following individuals spoke:

- Mr. Dave Slack, Hallwood, opposed paths through private property
- Ms. Stacy Wurm, Hallwood, opposed paths through private property
- Ms. Lea Martin, Hallwood, opposed paths through private property
- Mr. James Vera, generalization of plan

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

Mr. Mallen provided options for moving forward and responded to Board inquiries.

MOTION: Move to continue Board action to January 22, 2013 to receive report regarding trails with private property issues

MOVED: Andy Vasquez

SECOND: John Nicoletti

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Supervisor Vasquez left the meeting at 11:13 a.m.

VIII. ITEM OF PUBLIC INTEREST

- A. Consider application for off-sale beer and wine alcohol beverage license from Alyson and Jacob Shortridge at 8446 Smartsville Road and finding of public convenience or necessity to allow license. (Ten minute estimate) (431-12) Associate Planner Kevin Perkins recapped the license request and responded to Board inquiries.

Supervisor Vasquez rejoined the meeting at 11:16 a.m.

MOTION: Move to make finding of public convenience and approve license application

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

IX. CORRESPONDENCE - (432-12)

- A. Letter of resignation from Randy Davis of the Yuba County Fish and Game Advisory Commission. Accepted.
- B. Notice from Yuba County Office of Education enclosing State of the Schools report pursuant to the Williams Uniform Compliant Act. Accepted.
- C. Eleven Agency Biennial Notices regarding conflict of interest code for Browns Valley and Cordua Irrigation Districts; Keystone and Peoria Cemetery Districts; Plumas Lake and Camptonville Union Elementary School Districts; Olivehurst Public Utility District; Wheatland Union High School District; District 10-Hallwood Community Service District; Wheatland Cemetery District; and Marysville Levee Commission. Accepted.
- D. Notices from California Fish and Game Commission regarding proposed regulations relating to groundfish and associated species, southern mountain and Sierra Nevada yellow-legged frog, and the Gray Wolf. (Copy to Fish and Game Advisory Commission) Accepted.
- E. Independent audit report for Browns Valley Cemetery District for fiscal years 2006 and 2007. Accepted.
- F. Annual Report for Fiscal Year 2011-2012 from Yuba County Digital Law Library. Accepted.
- G. Memorandum for Child Care Planning Council announcing public hearing on Early Education and Child Care Needs. Accepted.

X. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- LAFCO held November 7, 2012 and OPUD County Liaison held November 9, 2012 regarding tax exchange agreement

- Agritourism presentation by Economic Development on November 9, 2012
- Sierra Sacramento Valley EMS Directors meeting held November 9, 2012
- Veterans Day Parade held November 11, 2012
- Article in Appeal Democrat regarding roadside food stands and selling of walnuts
- Memorial Adjournment - Mr. Melvin J. Crowder

Supervisor Vasquez

- Hmong New Year's celebration held November 3, 2012
- Area 4 Agency on Aging Governing Board meeting held November 9, 2012
- Veterans Appreciation Dinner and Veterans Day Parade

Supervisor Nicoletti:

- Shipments of local goods to Yan Tai China
- Commended Elections office efforts on General Election
- Agritourism presentation by Economic Development on November 9, 2012
- Veterans Day Parade held November 11, 2012
- Community Services Commission meeting

Supervisor Stocker:

- Veterans Day Parade held November 11, 2012
- Memorial Adjournments - Ms. Paula Goodman, Mrs. Dawn Vinge, Mrs. Sarah Jane Aseltine

XI. CLOSED SESSION: The Board retired into closed session at 11:38 a.m. to discuss:

- A. Threatened litigation pursuant to Government Code §54956.9(b) - One Case Pulled from consideration
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA and County of Yuba

County Counsel Angil Morris-Jones advised by unanimous vote the Board gave direction regarding how to resolve the matter.

XII. ADJOURN: 12:04 p.m. in memory of Ms. Paula Goodman, Mrs. Dawn Vinge, Mrs. Sarah Jane Aseltine, and Mr. Melvin J. Crowder by Chairman Stocker.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

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# The County of Yuba

## CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107  
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



Ms. Terry A. Hansen

437-12

COPY OF REFERENCED  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD

To: Board of Supervisors  
From: Terry Hansen, Clerk/Recorder – Registrar of Voters  
Subject: **Statement of Vote – November 6, 2012 Presidential General Election**  
Date: November 15, 2012

### Recommendation:

Accept Statement of Vote for the November 6, 2012 Presidential General Election, declare winners for each office, the results of measures under your jurisdiction, and appoint members to particular district offices pursuant to Elections Code §15400, if appropriate.

### Background and Discussion

In accordance with Elections Code §15372, I am submitting a certified copy of the Statement of Vote to your Board. Pursuant to Elections Code §15374 the Statement of Vote shows:

- The total number of ballots cast;
- The number of votes cast at each precinct for each candidate and for and against each measure;
- The total number of votes cast for each candidate and for and against each measure.

It is therefore recommended your Board accept the Statement of Vote for the November 6, 2012 Presidential General Election; a copy of which is on file with the Clerk of the Board

### Impact:

None. Administrative action only.

### Committee Action:

None. This request is made directly to the Board of Supervisors.

Attachment:  
Statement of Vote

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# The County of Yuba

## Environmental Health Department

### Clark Pickell Hazardous Materials Supervisor

915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

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



438-12

TO: Board of Supervisors

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

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

Date: November 27, 2012

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

**Background:** The Environmental Health Department of Yuba County has applied, and been approved for an EAR Grant to remediate the Nelson property located at 3260 Feather River Blvd., Marysville. The grant totals \$1,305,000.00 of allowable funding to complete the initial assessment and corrective actions required to clean the property. We are requesting approval of the contract with Applied Engineering and Geology, Inc. to provide continued services for implementation of an interim remediation plan for contamination from operation of underground storage tanks at this site, and to complete a corrective action plan for the final remediation to reach a No Further Action decision on this contaminated property.

**Discussion:** This grant provides reimbursement of costs incurred to complete remediation activities required to clean the Nelson property of soil and groundwater contamination due to the former operation of underground storage tanks. The grant administrator has pre-approved funding in the amount of \$194,779.50 for remediation tasks as described in the contract.

**Committee:** The Public Works and Land Use committee was bypassed due to time constraints that could delay continuous operation at the site.

**Fiscal Impact:** The Environmental Health Department proposes to enter into an agreement with Applied Engineering and Geology, Inc to provide consulting and engineering services not to exceed \$194,779.50 and under the cost/task structure outlined in the contract. The contract shall expire on January 31, 2014. All costs incurred will be initially funded through the general fund under the Environmental Health budget: account # 101-4800-441-23-00, Professional Services, EAR#2 – CUPA line item. All expenditures shall be immediately reimbursed through the grant and therefore there will be no fiscal impact to the general fund.

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## State Water Resources Control Board

Mr. Clark Pickell  
c/o Yuba County, Community Development  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901

OCT 29 2012

**PRE-APPROVAL OF CORRECTIVE ACTION COSTS FOR FILE NO. R98-008,  
SITE ADDRESS: 3260 FEATHER RIVER BLVD, ARBOGA, YUBA COUNTY, CA,**

I have reviewed your request, received on July 24, 2012, for pre-approval of corrective action costs

With the following provisions, total cost pre-approved as eligible for reimbursement for completing corrective action required by Yuba County, Community Development and Services Agency, is **\$194,779.50**; see the table below for a breakdown of costs.

Be aware that this pre-approval does not constitute a decision on reimbursement: **necessary** (as determined by the Fund) corrective action costs for work **directed and approved by the Regional Board** will be eligible for reimbursement at costs consistent with those pre-approved in this letter. However, depending on what happens in the field, some costs may not actually be necessary. If the Fund agrees that they were in fact necessary, the Fund will reimburse at reasonable rates (rates consistent with those pre-approved.)

***In order for future costs for corrective action to be part of the expedited reimbursement process, they must be pre-approved in writing by Fund staff.***

***All costs for corrective action must meet the requirements of Article 11, Chapter 16, Underground Storage Tank Regulations in order to be eligible for reimbursement.***

### COST PRE-APPROVAL BREAKDOWN

Task 1	Operations and Maintenance Groundwater Extraction and Soil Vapor Extraction 4 Quarters	Amount Pre-Approved
	Prefield Planning-30 hours	\$2,880
	Field Work-206 hours	\$22,060
	Carbon Vessel/Changeout, Permits, Vehicles, Meters and other Site Sampling Supplies	\$57,538

<b>Task 1</b>	<b>Operations and Maintenance Groundwater Extraction and Soil Vapor Extraction 4 Quarters</b>	<b>Amount Pre-Approved</b>
	Laboratory Analytical Costs: Groundwater Total Lead, Organic Lead, TPHd, TPHmo, PNAs, 8260B Full List, 7 Oxys, TPHg, BTEX, MTBE	\$46,950
	Laboratory Analytical Costs: Vapor 8260B Lead Scavs, TPHg, BTEX, MTBE	\$11,550
	Report Activities	\$5,380
	<b>TASK SUBTOTAL</b>	<b>\$146,328</b>

<b>Task 2</b>	<b>Operation and Maintenance of Domestic Wells-4 Quarters</b>	<b>Amount Pre-Approved</b>
	In House OM labor-48 hours	\$4,920
	Carbon Changeout, Permits, Vehicles, Meters, Supply Drinking Water and other Site Sampling Supplies	\$7,713
	Laboratory Analytical Costs: Groundwater TPHg, BTEX, Lead Scavs, Full List VOCs, 7 Oxys, TPHg, MTBE	\$8,220
	Report Activities	\$5,640
	<b>TASK SUBTOTAL</b>	<b>\$26,493</b>

<b>Task 3</b>	<b>Semi Annual Monitoring 3rd Quarter 2012 11 Sampling Points</b>	<b>Amount Pre-Approved</b>
	Pre-field-4 hours	\$435
	In House Labor-18 hours	\$1,680
	DTW Gauges, Vehicles, Hana Meters, Teal Pumps, Traffic Control and other Site Sampling Supplies	\$766
	Laboratory Analytical Costs 8260B: TPHg, BTEX, 5 OXYs, Lead Scavs 8260B: TPHg, BTEX, MTBE, Lead Scavs 8015(M): TPHd, TPHmo	\$1,545
	Report Activities	\$4,317.50
	<b>TASK SUBTOTAL</b>	<b>\$8,743.50</b>

Task 4	Semi Annual Monitoring 1 <sup>st</sup> Quarter 2013 (12 Samples)	Amount Pre-Approved
	Pre-Field-6 Hours	\$660
	In House Labor-28 hours	\$2,640
	DTW Gauges, Vehicles, Hana Meters, Teal Pumps, Traffic Control and other Site Sampling Supplies	\$930
	Laboratory Analytical Costs Full List VOCs, TPHg, 5 OXYs, TPHd, TPHmo	\$3,410
	Report Activities	\$5,575
	<b>TASK SUBTOTAL</b>	<b>\$13,215</b>

- Only the tasks/costs reflected on the above table are pre-approved at this time. The Fund will review any tasks/costs that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable. However, if costs exceed the above pre-approved amounts, the Fund will be unable to expedite your Reimbursement Request.
- The work products must be acceptable to the Regional Board.
- If a different scope of work becomes necessary, then you must request pre-approval of costs on the new scope of work.
- Although I have referred to the Applied Engineering and Geology, Inc., proposal in the pre-approval above, please be aware that you will be entering into a private contract. The State of California cannot compel you to sign any specific contract. This letter **pre-approves the costs** as presented in the submitted proposal for conducting the work approved by the Regional Board.

Please remember that it is still necessary to submit the actual costs of the work as explained in the Reimbursement Request Instructions to confirm that the costs are consistent with this pre-approval before you will be reimbursed. ***Please insure that your consultant prepares their invoices to include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes made in the scope of work or increases in the costs. When the invoices are submitted you must include copies of all:***

- *subcontractor invoices,*
- *technical reports, when available, and*
- *applicable correspondence from the Regional Board.*

Please call if you have any questions; I can be reached at (916) 341-5824, or by email at [kdumisani@waterboards.ca.gov](mailto:kdumisani@waterboards.ca.gov).

Sincerely,



Kenyatta Dumisani,  
Water Resources Control Engineer  
Technical Review Unit  
Underground Storage Tank Cleanup Fund

County of Yuba, CUPA  
EAR R98-008

- 4 -

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Remediation of Contamination on Site of the former Nelson Property, located at 3260 Feather River Blvd. Marysville, CA 95901, is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Applied Engineering and Geology, Inc.  
"CONTRACTOR"

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

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

#### **2. TERM.**

Commencement Date: 11/30/2012

Termination Date: 1/31/2014

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

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

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

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

**8. ATTACHMENTS.**

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this

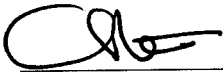
Agreement on \_\_\_\_\_, 2012.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

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

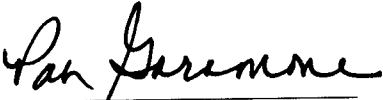
  
\_\_\_\_\_  
President Applied Engineering and Geology, Inc.  
Earl Stephens

ATTEST:  
DONNA STOTTLEMEYER, CLERK OF  
THE BOARD OF SUPERVISORS

\_\_\_\_\_  
  
INSURANCE REVIEW

  
\_\_\_\_\_  
Martha Wilson, Risk Manager

APPROVED AS TO FORM:  
Angil Morris-Jones  
COUNTY COUNSEL

  
\_\_\_\_\_  
Angil Morris-Jones

## ATTACHMENT A

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

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

#	Task*	Amount Pre-Approved	Comments
1	Operation & Maintenance of Groundwater Extraction (GWE) & Soil Vapor Extraction (SVE) Pre-field Planning (30 hours)	\$2,880.00	Pre-field Planning/ Field Work. (Per the breakdown in the State Water Resources Control Board cost approval letter)
2	Operation & Maintenance of GWE & SVE Field Work (206 Hours)	\$22,060.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)
3	Operation & Maintenance of GWE & SVE Carbon Vessel/Change Out, Permits, Vehicles, Meters and other Site Sampling Supplies	\$57,538.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)
4	Operation & Maintenance of GWE & SVE Laboratory Analytical Costs: Groundwater	\$46,950.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)
5	Operation & Maintenance of GWE & SVE Laboratory Analytical Costs: Vapor	\$11,550.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)
6	Operation & Maintenance of GWE & SVE Report Activities	\$5,380.00	Cost for Report production and distribution.
7	Operation & Maintenance of Domestic Wells In House OM Labor – (48 Hours)	\$4,920.00	Operation & Maintenance of Contaminated Domestic Wells
8	Operation & Maintenance of Domestic Wells Carbon Change Out, Permits, Vehicles, Meters, Supply Drinking Water and other Site Sampling Supplies	\$7,713.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)



#	Task*	Amount Pre-Approved	Comments
9	Operation & Maintenance of Domestic Wells Laboratory Analytical Costs: Groundwater	\$8,220.00	(Per the breakdown in the State Water Resources Control Board cost approval letter)
10	Operation & Maintenance of Domestic Wells Report Activities	\$5,640.00	Cost for Report production and distribution.
11	Semi-Annual Monitoring 3 <sup>rd</sup> Quarter 2012 (11 Sampling Points) Pre-Field Activities – (4 hours)	\$435.00	Groundwater Monitoring.
12	Semi-Annual Monitoring 3 <sup>rd</sup> Quarter 2012 (11 Sampling Points) In House Labor – (18 hours)	\$1,680.00	Groundwater Monitoring.
13	Semi-Annual Monitoring 3 <sup>rd</sup> Quarter 2012 (11 Sampling Points) DTW Gauges, Vehicles, Hana Meters, Teal Pumps, Traffic Control, and other Site Sampling Supplies	\$766.00	Groundwater Monitoring.
14	Semi-Annual Monitoring 3 <sup>rd</sup> Quarter 2012 (11 Sampling Points) Laboratory Analytical Costs	\$1,545.00	Groundwater Monitoring.
15	Semi-Annual Monitoring 3 <sup>rd</sup> Quarter 2012 (11 Sampling Points) Report Activities	\$4,317.50	Cost for Report production and distribution.
16	Semi-Annual Monitoring 1st Quarter 2013 (12 Sampling Points) Pre-Field Activities – (6 hours)	\$660.00	Groundwater Monitoring.
17	Semi-Annual Monitoring 1st Quarter 2013 (12 Sampling Points) In House Labor – (28 hours)	\$2,640.00	Groundwater Monitoring.
18	Semi-Annual Monitoring 1st Quarter 2013 (12 Sampling Points) DTW Gauges, Vehicles, Hana Meters, Teal Pumps, Traffic Control, and other Site Sampling Supplies	\$930.00	Groundwater Monitoring.

#	Task*	Amount Pre-Approved	Comments
19	Semi-Annual Monitoring 1st Quarter 2013 (12 Sampling Points) Laboratory Analytical Costs	\$3,410.00	Groundwater Monitoring.
20	Semi-Annual Monitoring 1st Quarter 2013 (12 Sampling Points) Report Activities	\$5,575.00	Cost for Report production and distribution.
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$194,779.50</b>	A service fee of 15% for subcontractor services may be applied to all subcontractor invoices raising the estimated and pre-approved costs by this approved amount.
	<b>TOTAL PRE-APPROVED</b>	<b>*\$194,779.50</b>	*This total pre-approved figure may be exceeded due to 15% surcharge on subcontractor invoices.

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

November 30, 2012 – January 31, 2014

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

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

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

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

**A.5. LIMITATIONS ON SCOPE OF WORK.**

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

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

## ATTACHMENT B

### PAYMENT

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall not pay CONTRACTOR a contract fee; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$194,779.50 plus any additional 15% surcharge on subcontractor invoices per State Water Resources Control Board reimbursement policy, without amendment to this Agreement approved by the Yuba County Board of Supervisors.

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

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

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

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

## **ATTACHMENT C**

### **OTHER TERMS**

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

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on

the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

Department of Administrative Services  
County of Yuba  
Attn: Purchasing Agent  
915 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 "CONTRACTOR":

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

## ATTACHMENT E

### Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff-Coroner*

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



439-12

NOVEMBER 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: MEMORANDUM OF UNDERSTANDING WITH THE YUBA COUNTY  
OFFICE OF EDUCATION

**RECOMMENDATION:**

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the Yuba County Jail, for the Fiscal Year 2012-13.

**BACKGROUND:**

Each year, the Yuba County Office of Education provides vocational educational programs for inmates in the Yuba County Jail. The vocational programs provide entry-level programs in construction, janitorial and grounds maintenance, basic GED education and computer skills.

**DISCUSSION:**

This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2012-13 program for the GED program has been budgeted, designed, and staffed around a \$15,000 budget.

**FISCAL IMPACT:**

No fiscal impact to the general fund. The program is included in the FY 2012-13 Jail Budget, and will be paid entirely with Inmate Welfare Funds.

**COMMITTEE ACTION:**

None. Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF YUBA  
AND YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2012 through June 30, 2013.

1. Yuba County Office of Education agrees to provide an educational program for inmates at the Yuba County Jail between July 2012 and June 2013, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2013, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2013, for continued services through June 30, 2013. The total amount of contribution from County of Yuba is estimated to not be more than \$20,000 for the year; this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this

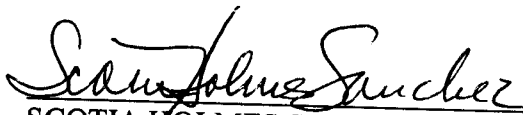
Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors. If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION

COUNTY OF YUBA

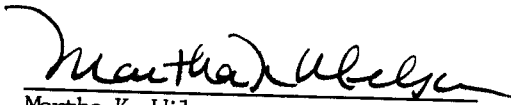
  
SCOTIA HOLMES SANCHEZ  
Yuba County Superintendent of Schools

\_\_\_\_\_  
HAL STOCKER  
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

INSURANCE APPROVED

  
Martha K. Wilson  
Human Resource Director

APPROVED AS TO FORM  
YUBA COUNTY COUNSEL

By:   
For: ANGIL MORRIS-JONES



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# First Five Yuba Commission

## Evaluation Findings

Fiscal Year 2011-12

### Executive Summary

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The First Five Yuba Commission (FFY) contracted with the Davis Consultant Network to evaluate its major grant programs and progress on its 2009-2011 Strategic Plan. FFY invested \$380,383 in major grant programming in FY 2011-2012. This Executive Summary highlights findings from the full First Five Yuba Commission Evaluation Findings FY 2011-2012 report.

#### Population Served

Programs reported serving a total of 1268 children, 1209 parents or guardians, and 257 providers of services to young children or their families. These families resided in all areas of the county. Of the 594 children that were screened for health insurance, 62% were eligible and enrolled in Medi-Cal, a proxy indicator for very low family income.

#### Family Functioning Findings

- The AmeriCorps provided activities for Yuba families, increasing the numbers of clients served this past fiscal year in all program areas: community outreach; drop-in family resources; parent education and home-visiting. While enrollments were modest, parents who did attend workshops would recommend them to others and reported benefits in their role as parents.
- Baby Steps has trained 532 community leaders, service providers and families on the "40 Developmental Assets". Workshop participants were very satisfied with the workshop quality and offered examples of how they would apply the assets in their family and professional roles. The message of the 40 developmental assets has been supported through conventional and social media.
- The Salvation Army Linked program expanded its mental health services and onsite child care. It improved access to dental care and offered transportation to medical appointments for families in their residential treatment program. Staff has been responsive to suggestions for upgrading the child care environment, and has assisted parents in assessing their child's social and emotional development.

#### Child Development Findings

- FFY has supported a small quality school readiness program in the foothill community of Camptonville for three years. This program has provided school readiness experiences for 26 infants, toddlers and preschool children and has fostered community cohesion and leadership development.

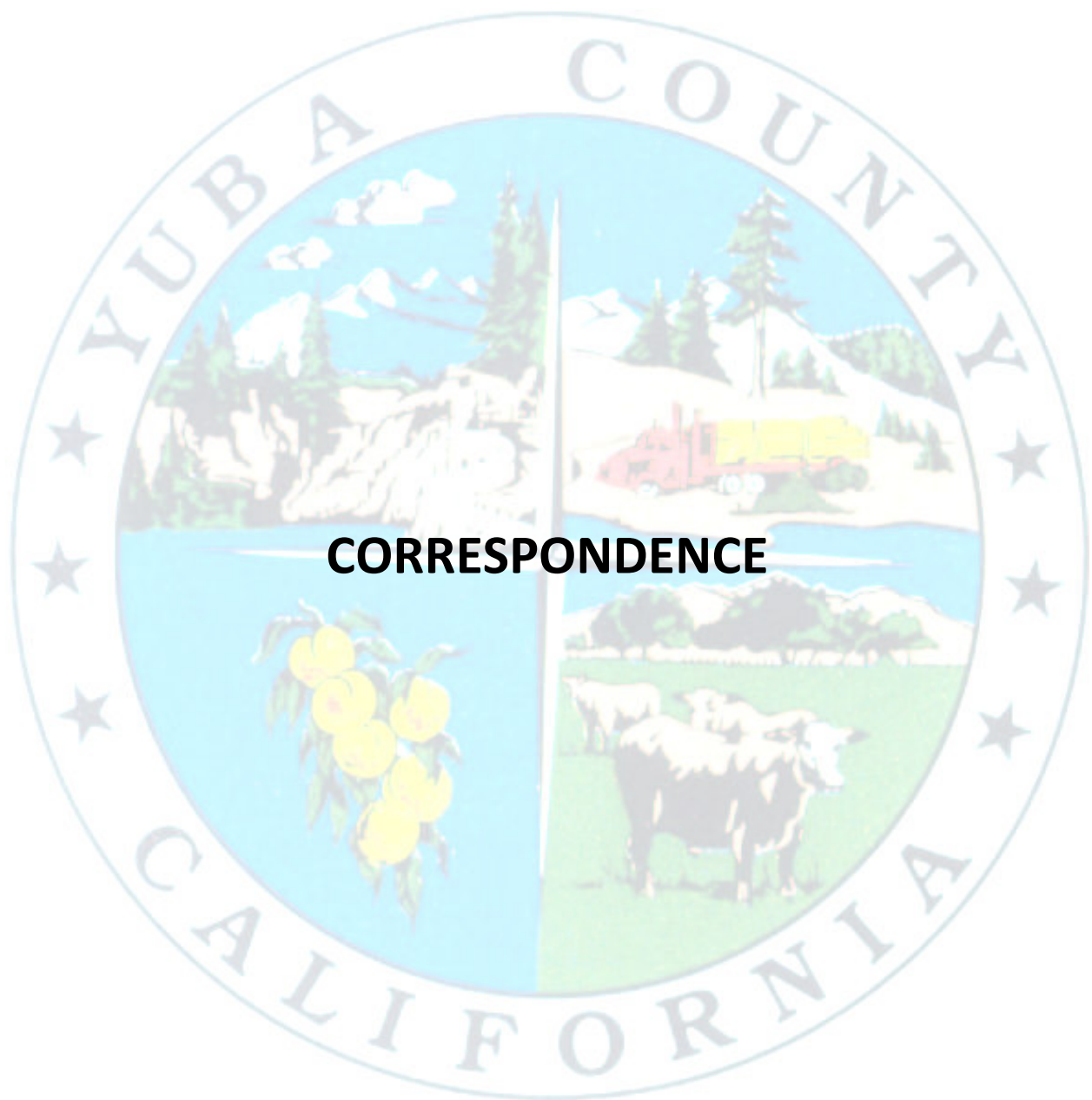
- First Steps addressed and improved the child care quality provided for mothers in its day treatment program, most notably by providing additional staffing and improving hand-washing, furnishings, program structure, and activities.
- The Yuba County School Readiness program has become a resource for families with young children in the target elementary schools of Ella, Cedar Lane, and Linda. The program provided 2.9 million participant hours of literacy, nutrition, physical activity, and child development related parent education. Families enjoyed and repeatedly participated in these workshops.

### **Child Health Findings**

- First Smiles provided training, coaching, and follow-up to 46 Yuba County service providers on how to conduct dental screening for young children and how to provide fluoride varnish.
- The Yuba County Office of Education Family Resource Center Gas Card program assisted 60 Yuba families with gasoline expenses to access specialty medical care not locally available for their child.
- Yuba County Public Works and its private sector partner provided 1335 residents with recreational experiences. They have laid the foundation for ongoing recreation opportunities for children of all ages and their families. Of particular public safety benefit is the establishment of an ongoing aquatics program.
- The NAP SACC (Nutrition and Physical Activity Self-Assessment for Child Care) Program helps child care providers focus on very specific ways that they can promote good nutrition and physical activity. Participating providers improved their nutrition and physical activity environments - most notably in the adoption of physical activity policies - provision of nutrition education, and physical activity education. Workshop participants appreciated: learning specific activities they could use with their class; the helpful suggestions; and handouts for parents.

### **Systems of Care Findings**

Each major grantee reported how it leveraged resources. Together, they reported more than doubling the FFY \$380,393 grant funds for a total community investment of nearly \$800,000 in services to young children and their families.





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**2012 Local Agency Biennial Notice**

Name of Agency: RECLAMATION DISTRICT 10  
Mailing Address: 10204 R HWY. 70 MARYSVILLE, CA. 95901  
Contact Person: TOM SCHULTZ Office Phone No: 530 743 6422  
E-mail: SKISCHULTZ@AOL.COM Fax No: 530 743 4019

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☐ **An amendment is required. The following amendments are necessary:**  
(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) \_\_\_\_\_

NOV - 8 2012

☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

**Verification**

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

Thomas W. Schultz  
Signature of Chief Executive Officer

10/15/2012  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

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

## 2012 Local Agency Biennial Notice

Name of Agency: Camptonville Academy  
Mailing Address: 922 G Street Marysville, CA 95901  
Contact Person: Angela Choate Office Phone No: (530) 742-2786  
E-mail: marysvillecenter@hotmail.com Fax No: (530) 742-6067

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☐ An amendment is required. The following amendments are necessary:  
(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) \_\_\_\_\_

☒ No amendment is required.

☐ The code is currently under review by the code reviewing body.

### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Officer

11/13/12  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

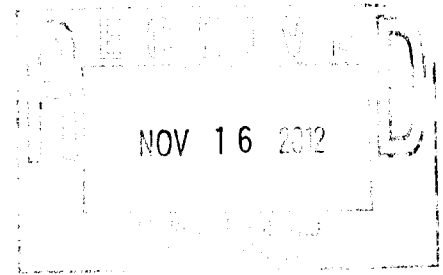
Board of Supervisors, Yuba County Government Center, 915 8th Street, Suite 109, Marysville CA 95901

Yuba County Board of Supervisors

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915 8<sup>th</sup> Street

Marysville, CA 95901



Date: November 15, 2012

Subject: Oakley Lane, Yuba County

Dear Members:

I have lived on Oakley Lane for over three years. When I first move here I noticed the lane was in dire need of resurfacing/regrading. Within two month a vehicle towing a trailer lost control, due to the roughness of the road, and spun out (happened while I was standing in my driveway—no one was hurt). Oakley is a well-travelled thoroughfare, with a lot of farm, school bus and commercial traffic. It is a commuter route from west Wheatland road to Route 65

I checked with county roads and found that repaving had been approved, but unfunded. Instead, the county spent monies to redo Lewis Lane.

Credit to the roads department, they do fill the potholes on a regular basis. That creates another issue: the road surface, which is already rough, has added irregularities, making the road worse.

Over much of the road, the shoulders are sinking/collapsing which causes vehicles to pitch to their right and water to accumulate. A common result is for vehicles to drive the center of the road dodging the undulations and irregularities (myself included—don't tell the CHP). Even the abutment of the concrete at the Dry Creek overcrossing is developing a "lip" due to settling asphalt. I could go on, but this gets the point across.

Personal note: I am a runner and used to run on the middle school track in Wheatland. I run on Oakley Lane now. It is killing my feet—I would almost rather run on the gravel of Dry Creek levy road.

Thank you for reading my concern,

Grady Windham

2047 Oakley Lane

Wheatland, CA 95692

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