

# 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.

**MARCH 17, 2015**

- 9:00 A.M. Finance and Administration Committee** - (Supervisors Griego and Abe - Alternate Supervisor Fletcher)
- A. (114-15) Consider request to establish Yuba County Historical Advisory Commission - Historical Group/Sue Cejner-Moyers (Fifteen minute estimate)
- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Fletcher
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
- A. Agricultural Commissioner
1. (104-15) Adopt resolution authorizing the Agricultural Commissioner to execute certain contracts, agreements, cooperative agreements, grants, memorandum of understandings for Fiscal Year 2015-2016 or multi-years.
2. (105-15) Approve Amendment No. 1 to agreement with Applied Forest Management Inc. for Consultant Services for the balance of Fiscal Year 2014-2015 and pending funds for Fiscal Year 2015-2016; and authorize the Chair to execute.
- B. Board of Supervisors
1. (096-15) Remove Mark Harrison from Fish and Game Advisory Commission pursuant to Commission Bylaw 92-070 (Attendance). (Continued from March 10, 2015)
- C. Clerk of the Board of Supervisors
1. (106-15) Approve minutes from March 3, 2015 meetings.
2. (107-15) Appoint Robert Gass to the Yuba County Fish and Game Advisory Commission as the Yuba County Water Agency South representative for a term to end December 31, 2018.
- D. Community Development and Services
1. (108-15) Approve retroactively contract change orders for North Beale Road Raised Median Project.
2. (109-15) Adopt resolution authorizing submission of transportation claim to Sacramento Area Council of Governments for Fiscal Year 2014-2015.

IV. **SPECIAL PRESENTATION**

- A. (110-15) Present proclamation for Proclaiming March for Meals Month. (Five minute estimate)
- B. (111-15) Receive presentation from Tsi Akim regarding Sycamore Ranch. (No background information) (Fifteen minute estimate)

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

- A. (112-15) Two letters from California Emergency Services advising of disaster designation due to agricultural losses caused by drought.
- B. (113-15) Notice of Findings from California Fish and Game Commission regarding the flat-tailed horned lizard.

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. **CLOSED SESSION**

- A. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment/Human Resources Director
- B. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment/Public Health Officer

IX. **ADJOURN**

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

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



Finance and Administration Committee



Yuba County Board of Supervisors

January 23, 2015

Dear Members of Yuba County Board of Supervisors:

This is a request to establish the Yuba County Historical Advisory Commission.

With the passing of Henry Delamere, our Marysville City Historian, we now have a huge gap to fill regarding the sharing and preservation of our rich history. To address this concern, a small group of local historical enthusiasts have been meeting to find a solution. After consulting local history and community partners, we propose forming a Yuba County Historical Advisory Commission.

The commission would function as the central "HUB" for all of Yuba County's History. Recommended structure would be a volunteer board of 12-15 member; one from each supervisorial district, and the balance as ad hoc Advisors. The Commission would meet monthly, following approved by-laws (attached) and Commission established goals.

Please consider this request to establish and support the Yuba County Historical Advisory Commission. As an exploratory group making this recommendation, we are available to respond to your questions and present a short overview of our vision to preserve and share our rich Yuba County history.

We urge your decision to establish the Yuba County Historical Advisory Commission

Sincerely

Sue Cejner-Moyers, Historical Researcher

530-742-6508      [scejner@syix.com](mailto:scejner@syix.com)

Exploratory Group Participants:

Sue Cejner-Moyers  
Vicki Content  
Roberta D'Arcy  
Kathleen Smith  
Dale Whitmore

**Yuba County Historical Advisory Commission**  
**By Laws**  
**DRAFT**

The name of this commission shall be the **Yuba County Historical Advisory Commission** and referred to in this document as the Historical Commission.

**PURPOSE**

The Historical Commission is to act in an advisory capacity to the Yuba County Board of Supervisors in matters concerning the sharing and preservation of the rich history of Yuba County.

**FUNCTIONS/GOALS**

1. Identify, document, and/or propose local historical memorials, plaques and historic places of interest.
2. Create/identify a permanent repository (ies) for the preservation of historical documents/artifacts/records.
3. Create a plan for the maintenance of local historical memorials, plaques, documents, artifacts and records.
4. Educate, inform, and create a public interest/participation, with an emphasis on student involvement, about our historical resources.
5. Develop a master calendar of community historical events.
6. Enhance tourism through city/county local area history tours.
7. Coordinate the efforts of the Historical Commission with other historical groups and individuals to maximize the Historical Commission goals.

**APPOINTMENT OF MEMBERS**

The commission shall have up to 15 voting members. There shall be one member from each of the five supervisorial districts, representatives from both the cities of Marysville and Wheatland, and eight, at large, members.

Commissioners will be appointed based on their interest and knowledge of local history. It is expected that research and documentation will be completed with the highest standards of accuracy and integrity. Meeting attendance and project participation is expected of commissioners.

This Historical Commission is a voluntary entity with no compensation to the commissioners.

All proposed new members should (but are not required) attend a Historical Commission meeting for familiarization before the appointment is made.

## **TERMS OF OFFICE**

Commissioner terms of office shall be four years and serve at the pleasure of the appointing authority. The term of office for each Supervisorial District Commission member shall run concurrent with the term of the Supervisor for the district which they represent.

## **MEETINGS**

The Historical Commission shall meet monthly, on the second Tuesday at 1:00 pm at the Yuba County Government Building. All meetings of the Historical Commission shall be conducted in an orderly and systematic manner to permit the input of interested parties and resolution of all matters coming before the Historical Commission. Public input/volunteerism shall be encouraged at all meetings and shall be conducted pursuant to and in accordance with the Brown Act.

## **MEETING AGENDA**

To place an action item on the Historical Commission agenda, a public or commission member will submit a written or verbal request to the secretary of the Historical Commission two weeks prior to the meeting. Meeting agendas will meet the requirements of the Brown Act which includes but is not limited to setting or calling a meeting, placing items on the agenda or rescheduling of agenda item and posting requirement.

## **OFFICERS**

Upon establishment of the Historical Commission, or as soon thereafter as convenient, the Historical Commission shall meet for the purpose of selecting a chairperson, vice-chairperson, secretary and treasurer as designated officers of the Historical Commission. Thereafter, in January of each year, a new election of officers shall occur. Elections may be held at other times to fill vacancies or to replace officers.

## **QUORUM**

A quorum shall consist of eight (8) members. Action of the Historical Commission shall be by majority vote of all members present after a quorum has been established. All voted actions of the Historical Commission shall be recorded and filed as a permanent record as minutes required under the Brown Act.

## **COMMITTEES**

At the first meeting of the Historical Commission, standing committees shall be established. Standing committees may be established and abolished by a majority vote of the Historical Commission.

## **ATTENDANCE**

The Board of Supervisors may terminate any member from the Historical Commission for failure to attend three regularly scheduled meetings during the course of the calendar year. Excused absences shall be recorded with a communication to the chairperson, vice-chairperson, secretary or treasurer.

## **VACANCIES**

In the event that a commissioner resigns or is unable to perform his or her duties due to death, disability, loss of membership, or for any other reason, that office shall be deemed vacant. Unscheduled vacancies shall be filled in the same appointment process used for scheduled vacancies.

If the office of the Chair is vacant, the Vice Chair shall succeed to that office. If the office of Vice Chair, secretary or treasurer is vacant, the Chair shall appoint a replacement to serve until a successor is elected at the next Historical Commission meeting or election meeting.

## **REMOVAL**

Historical Commission members may be removed from the Historical Commission by the Yuba County Board of Supervisors or the appointing authority.

## **DEFINITIONS OF TERMS**

“Historical Commission” shall pertain to the commissioners of the Yuba County Historical Advisory Commission.

“Shall” is mandatory, and “may” is permissive.

Drafted by: Dale Whitmore (635-0046), Sue Cejner –Moyers (742-6508), Roberta D’Arcy 743-8742, Vicki Contente (916 838-2757), and Kathleen Smith (916 838-2757).





*CONSENT*  
*AGENDA*

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# *The County of Yuba*

**Agricultural Commissioner – Weights & Measures**  
**915 8<sup>th</sup> Street, Suite 127 – Marysville, CA 95901**


**LOUIE B. MENDOZA, JR.**  
 AGRICULTURAL COMMISSIONER  
 DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400  
 Fax (530) 749-5404  
 yubaag@co.yuba.ca.us

**KEVIN ROUSH**  
 ASSISTANT  
 AGRICULTURAL COMMISSIONER  
 DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors, Yuba County

From:  Louie B. Mendoza Jr., Agricultural Commissioner

Subject: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING AGRICULTURAL COMMISSIONER TO EXECUTE SPECIFIC ONGOING/NEW CONTRACTS, AGREEMENTS, COOPERATIVE AGREEMENTS, GRANTS AND/OR MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2015/2016 OR MULTIYEAR AND AUTHORIZE CHAIR TO SIGN RESOLUTION.

Date: March 17, 2015

## Recommendation:

Consider approval of Resolution authorizing the Yuba County Agricultural Commissioner to execute specified ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2015/2016 or multi-year on behalf of the County of Yuba and authorize chair to sign resolution.

## Background:

Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 3 states, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past, the Agricultural Commissioner has been authorized through Resolution of the Board of Supervisors, to sign specific contracts and agreements.

## Discussion:

The Agricultural Commissioner has historically sought out revenue sources to fund various activities of the department. These revenue sources typically require that Yuba County enter into contracts, agreements and cooperative agreements with the California Department of Food and Agriculture, Department of Pesticide Regulation, United States Department of Agriculture and other agencies/associations or private contractors. In the interest of efficiency the Yuba County Board of Supervisors has, in the past, authorized the Agricultural Commissioner to execute specified contracts and agreements on the behalf of Yuba County.

This is to request that the Yuba County Agricultural Commissioner be authorized to sign on behalf of Yuba County, specified revenue/expenditure contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2015/2016 or multi-year on behalf of the County of Yuba. Such documents shall be handled in accordance with Yuba County Administrative Policy & Procedures Manual, Policy Number A-1.

Fiscal Impact:

None - Authorizing the Agricultural Commissioner to execute ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2015/2016 or multi-year is an efficiency matter which will save time for both the Board of Supervisors and the Commissioner.

Committee Action:

None – this procedure has been in place and routine for over eleven years and there are no major changes except for dates from last year's resolution.

Enclosure: Resolution

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

**RESOLUTION AUTHORIZING THE AGRICULTURAL )  
COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/ ) RESOLUTION NO. \_\_\_\_\_  
AGREEMENTS/COOPERATIVE AGREEMENTS/GRANTS/ )  
MEMORANDUM OF UNDERSTANDING FOR FY 2015/2016 )  
OR MULTI YEAR AS LISTED BELOW )**

**WHEREAS**, on a periodic basis certain governmental agencies request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that governmental agency; and

**WHEREAS**, on a periodic basis certain private contractors/associations request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that private contractor/association; and

**WHEREAS**, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Agricultural Commissioner to execute certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding on behalf of Yuba County.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Agricultural Commissioner, be and hereby is authorized to execute on behalf of Yuba County certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for FY 2015/2016 or multi-year, as listed below and subject to approval of County Counsel and County Risk Management.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grants and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

<b><u>Contract/Agreement/ Cooperative Agreement/Grant/ Memorandum of Understanding</u></b>	<b><u>Organization/Agency</u></b>
High Risk Pest Exclusion	California Department of Food & Agriculture (CDFA)
Japanese Dodder	CDFA and Private Contractors
Nursery Inspection	CDFA
California Organic Food	CDFA
Pierce's Disease Control Program/GWSS	CDFA
Asian Citrus Psyllid	CDFA and Private Contractors
Weed Management	CDFA/USDA/UCCE/Private contractors
Egg Inspection	CDFA
Pest Detection Trapping	CDFA and Private Contractors
Sudden Oak Death (SOD)	CDFA
Light Brown Apple Moth (LBAM)	CDFA
Seed Certification/Inspection	CDFA and Cal. Crop Improvement Assoc. (CCIA)
Petroleum Program	CDFA - Measurement Standards
Weighmaster Program	CDFA - Measurement Standards
Pesticide Use Enforcement	California Environmental Protection Agency (Cal EPA)
Negotiated Work Plan	Department of Pesticide Regulation (CDPR)
Pesticide Use Reporting Agreement	CDPR/California Agricultural Commissioners and Sealers Association (CACASA)
Structural Fumigation Enforcement Agreement	Cal EPA, Department of Pesticide Regulation/Structural Pest Control Board
Small Hive Beetle (SHB)	California Bee Breeder's Association (CBBA)
Agricultural Products Certification	Private Contractors
Rice Pesticide Water Monitoring	California Rice Commission (CRC)
Heavy Capacity Weight Truck Agmnt -Weights & Measures-	County of Nevada/County of Sutter

U.S. Postal Inspection Program  
Annual Financial Plan for  
Wildlife Services (APHIS-WS)  
Wildlife Specialist "Trapper" Program  
Grant Agreement

County of Yolo  
United States Dept of Agriculture Animal & Plant Health  
Inspection Service Wildlife Srvcs. (USDA APHIS -WS)  
Yuba County Water Agency

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

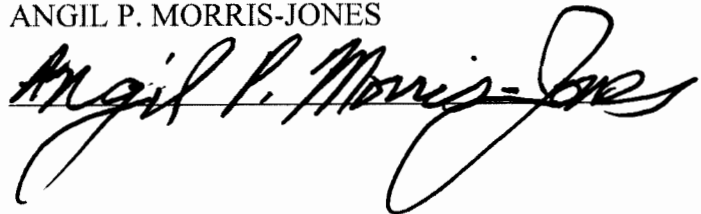
ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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



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# *The County of Yuba*

**Agricultural Commissioner – Weights & Measures**  
**915 8<sup>th</sup> Street, Suite 127 – Marysville, CA 95901**


**LOUIE B. MENDOZA, JR.**  
 AGRICULTURAL COMMISSIONER  
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(530) 749-5400  
 Fax (530) 749-5404  
 yubaag@co.yuba.ca.us

**KEVIN ROUSH**  
 ASSISTANT  
 AGRICULTURAL COMMISSIONER  
 DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors

From:  Louie B. Mendoza Jr., Agricultural Commissioner

Subject: Approve Agreement Amendment #1 with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2014/2015 and; pending funds, for FY 2015/2016 and Authorize Chair of the Board to sign the Agreement Amendment.

Date: March 17, 2015

## **Recommendation:**

Approve Agreement Amendment #1 with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2014/2015 and; pending funds, for 2015/2016 and Authorize Chair of the Board to sign the Agreement Amendment.

## **Background:**

On February 10, 2015 the Yuba County Board of Supervisors approved \$4,000 to be used at midyear budget to fulfill the FY 2014/2015 financial obligation per the executed Agreement with Applied Forest Management, Inc (AFM) for Consultant Services for the Yuba Watershed Protection and Fire Safe Council. AFM is currently providing this service under agreement with Yuba County for Fiscal Years 2014/2015 & 2015/2016 as well as in previous fiscal years. Funding for the original Agreement is under Public Law 106-393 (HR 2389, "Secure Rural Schools and Community Self-Determination Act of 2000"); however federal funds allocated to Yuba County will be exhausted in the middle of May 2015. The Amendment #1 is requested so that county funds can be used pay AFM for their services for the balance of FY 2014/2015; and language to include the "Agricultural Commissioner" for direction under "Scope of Services"; "Responsibility"; and "Specific Duties". The annual cost of the agreement with AFM is \$32,000 per year and will be included as a proposed budget expense for FY 2015/16, but will require consideration and approval from the Board. By way of this agreement amendment, Applied Forest Management Inc. will be able provide the services of a "Fire Safe Coordinator" for the Yuba Watershed Protection and Fire Safe Council for the balance of FY 2014/2015 and pending available funds and approval by the Board of Supervisors , for FY 2015/2016.

## **Discussion:**

Approval of this Agreement Amendment #1 that includes an additionally \$4,000 in professional services with the Agricultural Commissioners office will provide for the continuing services of the currently contracted Fire Safe Council Coordinator position for the balance of fiscal year 2014/2015 and would continue fire education and planning to occur in high fire risk areas of Yuba County for the entire fiscal year 2014/2015. The

agreement amendment would maintain the Fire Safe Council Coordinator position into FY 2015/16; however this would be dependent on approved funding (\$32,000) by the Board during the proposed budget process for FY 2015/16. If no funding is approved during the proposed budget process, then the Fire Safe Council Coordinator position would end on June 30<sup>th</sup>, 2015. If federal funds for the Secure Rural Schools Self and Community Self Determination Act are allocated by congress, then those funds would be used until they are spent.

**Fiscal Impact:**

The Fire Safe Council Coordinator position has been funded by Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389) which are already on deposit with the Yuba County Auditor Controller. Federal funds will be exhausted in the middle of May 2015; therefore the fiscal impact for the current fiscal year is \$4,000 from contingencies approved during the midyear budget process. Should the board consider this position during the proposed budget process for FY 2015/2016, the cost would be \$32,000.

**Committee Action:**

None – on February 10<sup>th</sup>, 2015 the Board discussed funding options and directions for the Fire Safe Council Coordinator position. The Board approved to use \$4,000 from contingency through the midyear budget process to make the position whole for the entire FY 2014/2015. This amendment to the agreement allows for the expenditure of those funds by the Agricultural Commissioner.

Enclosure:      Agreement Amendment  
                     AFM Agreement

**AGREEMENT FOR  
CONSULTANT SERVICES FOR  
THE YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL**

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

**APPLIED FOREST MANAGEMENT, INC.**,  
a California Corporation,  
("CONSULTANT")

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1 (hereinafter, the "Services"). CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-1 through A-4.

**2. TERM.**

Commencement Date: July 1, 2014

Termination Date: June 30, 2016

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Yuba County Agricultural Commissioner and HR2389 Project Director, is the representative of the COUNTY and will administer this Agreement for the COUNTY.

Stevan W. Andrews is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

Disclosure Statement (page 4)  
Attachment A – Services (page 5)  
Attachment B – Payment (page 7)  
Attachment C – Additional Provisions (page 8)  
Attachment D – General Provisions (page 9)


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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on March 25, 2014.

"COUNTY"

COUNTY OF YUBA


  
Chairman, Yuba County  
Board of Supervisors

"CONSULTANT"

APPLIED FOREST MANAGEMENT, INC.  
A California Corporation

  
STEVAN W. ANDREWS  
Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL



RISK MANAGEMENT



## DISCLOSURE STATEMENT

COUNTY hereby discloses that this agreement was prepared as a component of the project funded by the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). The maximum funding for this agreement is in the amount of \$64,000.00 for Fiscal Years 2014/15 & 2015/16 (\$32,000 each fiscal year).

  
Agricultural Commissioner/HR2389  
Project Director

## **ATTACHMENT A**

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

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties shall be to coordinate the activities of the Yuba Watershed Protection & Fire Safe Council (the "COUNCIL"), as directed by the HR2389 Project Director and the COUNCIL, under authority of the Yuba County Board of Supervisors, which held a Public Hearing on February 7, 2006 and approved funding of a Fire Safe Coordinator position as a Title III project. The Coordinator position is intended to conduct fire safe education and planning for high fire risk areas of Yuba County. Those duties include the following:

**Responsibility:** CONSULTANT will work under the direction of HR2389 Project Director and in cooperation with the COUNCIL in coordinating the activities of the COUNCIL.

**Specific Duties:** CONSULTANT agrees to perform the following Services, which Services may be modified from time to time by CONSULTANT, HR2389 Project Director and COUNCIL, as the time and funds set forth in Attachment "B" will provide for; said Services being as prioritized and approved by the COUNCIL for completion under its 2005-2006 strategic operating plan:

#### **Operations**

1. Assist the COUNCIL's Chair/Facilitator in preparing for meetings. Prepare and email agenda packets and all supporting reports and documentation, and attend all meetings.
2. Attend all committee and Task groups meetings and provide assistance as required.
3. Communicate with other county Fire Safe Councils.

#### **Grants**

1. Perform the tasks (deliverables) required and funded by grants. Report progress to the COUNCIL through written monthly reports. Prepare periodic reports to grant funders as required.
2. Prepare a monthly Executive Summary for the COUNCIL on all grants in progress.

### Projects

1. Work with the COUNCIL, CalFire, local Fire Districts, and the community to develop and implement Community Coordinated Landscape Plans including the Yuba County All-Hazards Mitigation Planning effort.
2. Reengage local communities with the COUNCIL.
3. Provide general oversight and assistance in implementing a Community Defensible Space Chipping and Shredding Program.

### Outreach

1. Conduct community awareness campaigns by speaking to community groups, preparing press releases, planning and conducting community events, television and radio interviews. Coordinate all press and public relations activities and inquiries related to the activities of the Council. Reply to requests and inquiries from the community.
2. Prepare flyers, brochures, posters and other materials to educate the public about fire safety.

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

CONSULTANT shall provide services in a timely basis within the term of this Agreement.

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

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

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

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



## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** Pursuant to Operative Provision 2. above, COUNTY shall pay CONSULTANT on a monthly basis, a contract fee not to exceed Two Thousand Six Hundred, Sixty Six Dollars, Sixty Six Cents (\$2,666.66) per month for CONSULTANT to perform Forty One Hours (41) per month in the provision of the services set forth in Attachment "A". CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed Sixty Four Thousand Dollars (\$64,000) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

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

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

## **ATTACHMENT C**

### **OTHER TERMS**

**C.1 FUNDING AVAILABILITY.** CONSULTANT acknowledges that COUNTY is the recipient of funds which are being used to pay for the services of CONSULTANT. Should the funds become unavailable, COUNTY shall have the right to immediately terminate this agreement upon giving written notice of termination to CONSULTANT. This notice shall be effective starting with the date it is mailed.

### **C.2 CONFLICT OF INTEREST.**

a. CONSULTANT certifies that CONSULTANT is aware the Political Reform Act (California Government Code section 81000 and following) prohibits CONSULTANT from using its official position to influence the making of any decision that will affect a financial interest of the CONSULTANT. A violation of the Political Reform Act subjects the CONSULTANT to administrative, civil, and criminal penalties. Additionally, California Government Code section 1090 prohibits employees and officers of the County from being financially interested in any grant or contract made by them in their official capacity, and provides that any such grant or contract is void from its inception. A violation of Government Code section 1090 is a felony and a conviction results in depriving the officer or employee from holding any office in the State of California.

b. CONSULTANT shall be subject to the terms of the Yuba County Conflict of Interest Code and shall be required to file a Statement of Financial Interest with the Yuba County Clerk prior to providing services pursuant to this Agreement, annually during the term of this Agreement, and within thirty days after the Agreement terminates. CONSULTANT shall be required to disclose all investments and business positions in business entities, sources of income and interests in real property within the County of Yuba and within two miles of the exterior boundaries of Yuba County.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONSULTANT shall be responsible for their own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

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

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

**D.4 INSURANCE.** CONSULTANT shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUBCONTRACTORS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

**D.4.1 MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

**D.4.2 MINIMUM LIMITS OF INSURANCE.** CONSULTANT shall maintain limits no less than:

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

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

**D.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D.4.4 OTHER INSURANCE PROVISIONS.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or

equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT'S insurance policy, or as a separate owner's policy.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**D.4.5 WAIVER OF SUBROGATION.** CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

**D.4.6 ACCEPTIBILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the COUNTY.

**D.4.7 VERIFICATION OF COVERAGE.** CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**D.4.8 SUBCONTRACTORS.** CONSULTANT shall require and verify that all SUBCONTRACTORS maintain insurance meeting all the requirements stated herein.

**D.5 INDEMNITY.** CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or

negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, or employees, provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of COUNTY, its elected and appointed councils, boards, commissions, officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONSULTANT, its 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 COUNTY in the performance of its duties under this Agreement by COUNTY or any of COUNTY's elected and appointed councils, boards, commissions, officers, agents, or employees; provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of CONSULTANT, its officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

**D.6 CONSULTANT NOT AGENT.** Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.7 ASSIGNMENT PROHIBITED.** CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.8 PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.9 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

**D.10 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 granting parties hereto. A taxable possessory interest may be created by this grant; 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.11 TAXES.** CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

**D.12 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

**D.12.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.12.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

**D.12.3** COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY or CONSULTANT may have in law or equity.

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



**D.13 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.

CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.15 OWNERSHIP OF INFORMATION.** Notwithstanding anything to the contrary contained herein, all professional and technical information and writings developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion or termination of the services hereunder. The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of such documents for other than this project or arising out of any change in or alteration of such documents by COUNTY to which changes CONSULTANT has not previously consented to in writing.

**D.16 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.17 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.18 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.19 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.20 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.20.1 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.20.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.21 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.30 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.31 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 knowingly be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

**D.32 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":

Agricultural Commissioner  
915 8<sup>th</sup> Street, Suite 127  
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Stevan W. Andrews  
Applied Forest Management  
200 Litton Drive, Suite 310  
Grass Valley, CA 95945

G:\Common\FIRESAFE\HR2389\DocS07\_current\AFM\_FiresafeCoordinator\_HR2389\_agreement\_2014.doc

The foregoing Instrument is a Correct Copy  
of the original on file in this office

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors of the  
County of Yuba, State of California

By Rachel Ferris  
Date: March 25, 2014

**PROFESSIONAL SERVICES AGREEMENT  
YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL**

**AMENDMENT # 1**

This is the first amendment to the agreement, dated July 1, 2014, for Consultant Services between the County of Yuba (COUNTY) and Applied Forest Management, Inc. (CONSULTANT).

Pursuant to Attachment A, Section A1, "Scope of Services," Direction shall now be provided by the HR2389 Project Director OR Agricultural Commissioner.

Pursuant to Attachment A, Section A1, "Responsibility," Direction shall now be provided by the HR2389 Project Director OR Agricultural Commissioner.

Pursuant to Attachment A, Section A1, "Specific Duties," Direction shall now be provided by the HR2389 Project Director OR Agricultural Commissioner.

Pursuant to Attachment B, Section B1, "Base Contract Fee," the Board of Supervisors has authorized an additional \$4,000 to fund to make this program whole for fiscal year 2014/15. Therefore the total compensation to be paid to Consultant shall remain the same and not exceed Sixty four Thousand Dollars (\$64,000) unless further authorized by amendment and allocation of funds.

All other terms and conditions remain unchanged.

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

\_\_\_\_\_ 2015.

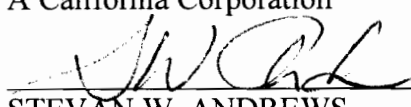
"COUNTY"

COUNTY OF YUBA

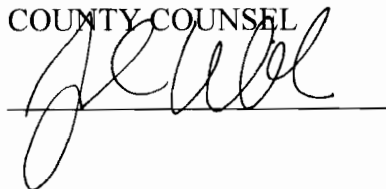
\_\_\_\_\_  
Chairperson, Yuba County  
Board of Supervisors

"CONSULTANT"

APPLIED FOREST MANAGEMENT, INC.  
A California Corporation

  
\_\_\_\_\_  
STEVAN W. ANDREWS  
Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_

# The County of Yuba



## **Fish and Game Advisory Commission**

Supervisor Mary Jane Griego, Chairperson  
Yuba County Board of Supervisors  
915 8<sup>th</sup> Street

**RECEIVED**

FEB 11 2015

Clerk/Board of Supervisors

February 7, 2015

Re: Removal of Fish and Game Advisory Commissioner

Dear Supervisor Griego

At the Yuba County Fish and Game Advisory Commission meeting of February 5, 2015, the Commission voted by majority roll call vote that At-Large Commissioner Mark Harrison be recommended for removal by the Board of Supervisors. For failure to attend three or more regularly scheduled meetings in the 2014 calendar year as required in the current Commission Bylaws 92-070 (Attendance).

The Commission appreciates the opportunity to make this recommendation to the Board of Supervisors.

Sincerely,

Christian Hogan, Chair  
Yuba County Fish and Game Advisory Commission

*Yuba County Fish and Game Commission  
Christian Hogan, Chair  
Yuba County Agriculture Department  
915 8<sup>th</sup> Street, Suite 127  
Marysville, CA 95901*

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# *The County of Yuba*

## BOARD OF SUPERVISORS

MARCH 3, 2015 – SPECIAL MEETING



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 4:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.
- III. ITEM OF PUBLIC INTEREST
  - A. (089-15) Receive update on comments received from the public on public review draft of the Zoning Map and provide direction on changes to draft Zoning Map. (30 minute estimate) Community Development and Services Director Kevin Mallen recapped the County Strategic Plan, General Plan Policies and Goals, provided a Power Point presentation recapping the following and responded to Board inquiries:
    - General Plan Land Use Diagram
    - Boundary changes
    - Recommended proposed changes in zoning received Board concurrence
    - Changes not recommended due to inconsistency with General Plan received Board concurrence
    - Community boundary changes

Planning Director Wendy Hartman responded to inquiries.

The following individuals spoke: Mr. Nick Spaulding, Oregon House

- IV. ADJOURN: 5:37 p.m.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

# *The County of Yuba*

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



MARCH 3, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 6:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

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

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

### A. Clerk of the Board of Supervisors

1. (090-15) Approve Conflict of Interest Code for Yuba County Resource Conservation District. Approved.

### B. County Administrator

1. (091-15) Adopt resolution authorizing County Administrator to execute and submit grant application up to \$1,000,000 to Economic Development Administration for Airport taxiway project and authorize County as lead agency and recipient of grant funds. Adopted Resolution No. 2015-19, which is on file in Yuba County Resolution Book No. 46.

### C. Health and Human Services

1. (092-15) Approve memorandum of understanding with Sutter County for health officer services during the period of March 1 through May 31, 2015 and authorize Chair to execute. Approved.

### D. Probation

1. (093-15) Adopt resolution authorizing application for grant funding administered through the California Board of State and Community Corrections to implement program services and authorize the Chief Probation Officer to execute documents as required. Adopted Resolution No. 2015-20, which is on file in Yuba County Resolution Book No. 46.



V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. (094-15) Adopt resolution authorizing Community Development and Services Director to execute agreement with Olivehurst Public Utility District for operations and maintenance of the Gold Village wastewater system. (Five minute estimate) Director Kevin Mallen recapped the services, potential costs savings, and responded to inquiries.

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

Adopted Resolution No. 2015-21, which is on file in Yuba County Resolution Book No. 46.

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

- A. (095-15) Notice from California Fish and Game Commission relating to regulatory action regarding deer tagging and reporting requirements. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Nicoletti:

- Officer of the Year Awards February 28, 2015
- Requested correspondence addressing current fine levied against Recology Transfer Station
- Received consensus for letter to Lindhurst High School supporting reinstatement of the ROTC program
- February 27, 2015 event at Sycamore Ranch

Supervisor Abe:

- Memorial Adjournment - Mr. John Larimer Jr.
- Luncheon at Shoei Foods February 26, 2015
- Officer of the Year Awards February 28, 2015

Supervisor Fletcher:

- Discussion and tour with Transit Authority Manager
- CSAC New Supervisor Institute February 26 and 27, 2015
- Meeting with County lobbyist March 4, 2015

Supervisor Griego:

- SACOG Transportation Committee March 5, 2015
- Yuba Gardens Fundraiser Saturday March 7, 2015

County Administrator Robert Bendorf: CSAC New Supervisor Institute February 26 and 27, 2015

IX. ADJOURN: 6:23 p.m. in memory of Mr. John Larimer Jr.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

# The County of Yuba


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## Office of Clerk of the Board of Supervisors

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**To:** Board of Supervisors

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

**Subject:** Fish and Game Advisory Commission – South YCWA Representative

**Date:** February 10, 2015

### Recommendation

Appoint Robert Gass to the Yuba County Fish and Game Advisory Commission as the Yuba County Water Agency South representative for a term to end December 31, 2018.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated bi-monthly. Mr. Gass's application is attached and he has served on the commission in this capacity since 2011. Mr. Brent Hastey is the South Yuba Water Agency Director and recommends appointment.

### Fiscal Impact

None. Committee service is voluntary.

### Committee Action

None.

attachments

# The County of Yuba

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



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

RECEIVED

JAN 23 2015

BOARD/COMMISSION/COMMITTEE

Clerk/Board of Supervisors

ON WHICH YOU WOULD LIKE TO SERVE: YUBA COUNTY FISH & GAME

APPLICANT NAME: ROBERT W. GASS

MAILING ADDRESS:

PHYSICAL ADDRESS: SAME

TELEPHONE:

HOME:

WORK:

N/A

EMAIL ADDRESS:

OCCUPATION/PROFESSION: RETIRED FROM PACIFIC BELL (TELEPHONE)  
SUPERVISOR/ DISTRICT  
NUMBER:

REASONS YOU WISH TO  
SERVE ON THIS BODY: RE-APPLYING FOR POSITION ON THE  
FISH & GAME COMMISSION WHICH I HAVE

QUALIFICATIONS: HELD FOR 4 YEARS

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD: CURRENT COMMISSIONER  
MEMBER YUBA COUNTY SHERIFFS S.T.A.R.S

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

DATE

1-17-15

## THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

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

**PLANNING**  
749-5470 • Fax 749-5434

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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

March 17, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Retroactively: Approval of Contract Change Orders for the North Beale Road Raised Median Project

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors retroactively approve Contract Change Orders (CCO's).

### BACKGROUND:

This project entailed installing a raised median on North Beale Road from Lindhurst Avenue to Linda Avenue.

### DISCUSSION:

Field Orders were given to the Contractor in the field to perform necessary additional work to complete the project as detailed in the CCO's below:

CCO 1: Permit the use of additional concrete color manufacturers	\$ 0.00
CCO 2: Addition of an additional pedestrian refuge area and median island modifications.	\$ 1,490.50
CCO 3: Value Engineering Change Proposal	\$ 92,279.70*
CCO 4: Furnish and Place medium bark	\$ 31,717.05

CCOs Total: \$125,487.25\*

The Contractor submitted a Value Engineering Change Proposal of \$153,799.50. In accordance with the cost reduction incentive the Contractor is returned 60% (\$92,279.70) of the savings. As a result of the Value Engineering Change Proposal there was a reduction in payment of bid items of \$61,519.80 (40% of the Value Engineering Change Proposal).

\*Actual change in contract cost was \$125,487.25 - \$61,519.80 = \$63,967.45

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

Federal safety funding of 90% of the CCO's was used with a local match from the Road Fund of 10%.

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# The County of Yuba

## Community Development & Services Agency

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749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

To: Board of Supervisors

From: Michael G. Lee, Public Works Director 

Subject: Adopt Resolution authorizing submission of Transportation Claim to SACOG.

Date: March 17, 2015

### Recommendation

Adopt the attached resolution which authorizes the submission of Yuba County's Transportation Claim to the Sacramento Area Council of Governments (SACOG).

### Background/Discussion

Attached is the Annual Transportation Claim for funds from the Transportation and Development Act of 1971 as amended by SB 1335 approved June 25, 1982. The amount for the fiscal year 2014/2015 is \$876,487. This total includes:

Streets and Roads Claim	358,624.00
Yuba-Sutter Transit Authority	491,568.00
SACOG Planning	26,295.00

This request has been made in accordance with information provided by Yuba-Sutter Transit Authority that the above-mentioned funding is needed for fiscal year 2014/2014 to meet their transit needs.

### Committee

Committee has been bypassed as no committee action is required.

### Fiscal Impact

No fiscal impact to the General Fund. Revenue has been budgeted in the Road Fund.

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

**RESOLUTION AUTHORIZING SUBMISSION )  
OF TRANSPORTATION CLAIM FOR FUNDS )  
FROM THE TRANSPORTATION )  
DEVELOPMENT ACT OF 1971 AS AMENDED )**

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

**WHEREAS,** the County of Yuba intends to submit a Transportation Claim to the Sacramento Area Council of Governments (SACOG) for funds available from the Transportation Development Act of 1971, as amended, and

**WHEREAS,** the Sacramento Area Council of Governments has advised Yuba County of an apportionment for fiscal year 2014/2015 of \$876,487; this total amount includes the sum required for Yuba-Sutter Transit Authority transit needs in the amount of \$491,568, and

**WHEREAS,** the funds required to meet the requirements of fiscal year 2014/2015 of the Yuba-Sutter Transit Authority can be met from the sum of \$491,568, the sum of \$358,624 can be utilized for street and road purposes, and the remaining sum of \$26,295 will be available for SACOG Planning Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby finds and declares that there are no areas within it's jurisdiction with unmet transit needs which can reasonably be met either through expansion of existing transportation systems or by establishing new systems;

**BE IT FURTHER RESOLVED,** that the Board of Supervisors hereby authorizes submission of an Annual Transportation Claim to the Sacramento Area Council of Governments for \$876,487; such funds to be used for purposes indicated in claim with \$491,568 apportioned



to Yuba-Sutter Transit Authority, \$358,624 for street and road purposes, and \$26,295 to SACOG for the Planning Program.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

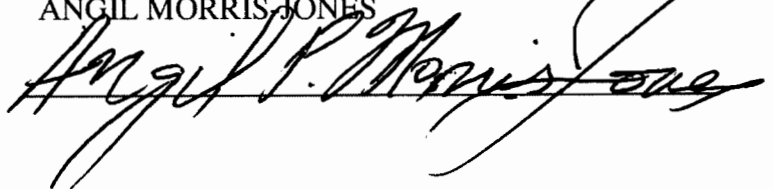
ABSTAIN:

\_\_\_\_\_  
CHAIRMAN

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM: COUNTY COUNSEL  
ANGIL MORRIS JONES



**TDA-1**  
**TRANSPORTATION DEVELOPMENT ACT CLAIM**

**TO:** Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

**FROM:**

Claimant	County of Yuba, Department of Public Works		
Address	915 8 <sup>th</sup> Street, Suite 125		
City	Marysville CA	Zip Code	95991
Contact Person	Michael Lee		
Telephone	(530) 749-5420		
E-Mail	<a href="mailto:mlee@co.yuba.ca.us">mlee@co.yuba.ca.us</a>		
Facsimile	(530) 749-5424		

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

**LTF:**

\$384,919	FY 2014/2015
	FY
	FY
	FY
	FY

**STA:**

	FY
	FY
	FY
	FY
	FY

Submitted by: , Michael G. Lee

Title: **Public Works Director**

Date: **February 24, 2015**

**TDA-2**

[illegible]

**TDA-3**  
**STATUS OF PREVIOUSLY APPROVED PROJECTS**

**Instructions** — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

<b>Fiscal Year</b>	<b>Project Title</b>	<b>Amount Approved</b>		<b>Expenditures</b>		<b>Project Status</b>
2013/2014	Article 8 -- Section 99400 (a) for Streets & Roads, Routine Maintenance	882,522		882,522		Complete
2013/2014	SACOG Planning	43,720		43,720		Complete
<b>TOTAL</b>		\$ 926,242	\$	\$ 926,242	\$	

**TDA-4**  
**STATEMENT OF CONFORMANCE**

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

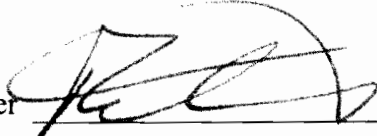
The Yuba County Board of Supervisors

hereby certifies that the Transportation Development Act claim for fiscal years 2014/2015

in the amount of \$ 384,919.00 (LTF) and \$ 0.00 (STA)

for a total of \$ 384,919.00 conforms with the requirements of the Transportation Development Act and applicable rules and regulations (see Attachment A for listing of conformance requirements).

Certified by Chief Financial Officer



Title Auditor / Controller

Date 2/24/15

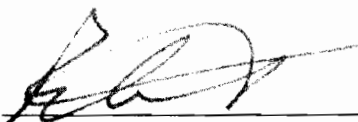
**TDA-5**  
**TDA CLAIM CERTIFICATION FORM**

I, C. Richard Eberle, Chief Financial Officer for the County of Yuba

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2014/2015
- (b) The attached certification by the Department of the California Highway Patrol verifying that N/A is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of FY 2014/2015 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 384,919.00

Signature of Chief Financial Officer



Agency Name County of Yuba

Date

2/24/15



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## THE COUNTY OF YUBA

## BOARD OF SUPERVISORS



## — P R O C L A M A T I O N —

PROCLAIMING  
MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older;

WHEREAS, Meals on Wheels America established the National March for Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Nutrition Programs – both congregate and home-delivered – and raise awareness about the escalating problem of senior hunger in America;

WHEREAS, the 2015 observance of the March for Meals campaign provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation;

WHEREAS, Older Americans Act Nutrition Programs – both congregate and home-delivered – in California have served our communities admirably for more than 40 years;

WHEREAS, drivers for Meals on Wheels programs in California are the backbone of the program and they not only deliver nutritious meals to homebound seniors and individuals with disabilities, but also caring concern and attention to their welfare;

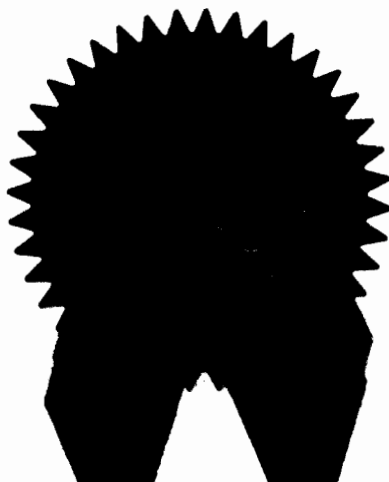
WHEREAS, Meals on Wheels programs in California provide nutritious meals to seniors throughout the State and help them maintain their health and independence and avoid unnecessary hospitalizations and/or premature institutionalization;

WHEREAS, Meals on Wheels programs in California provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation;

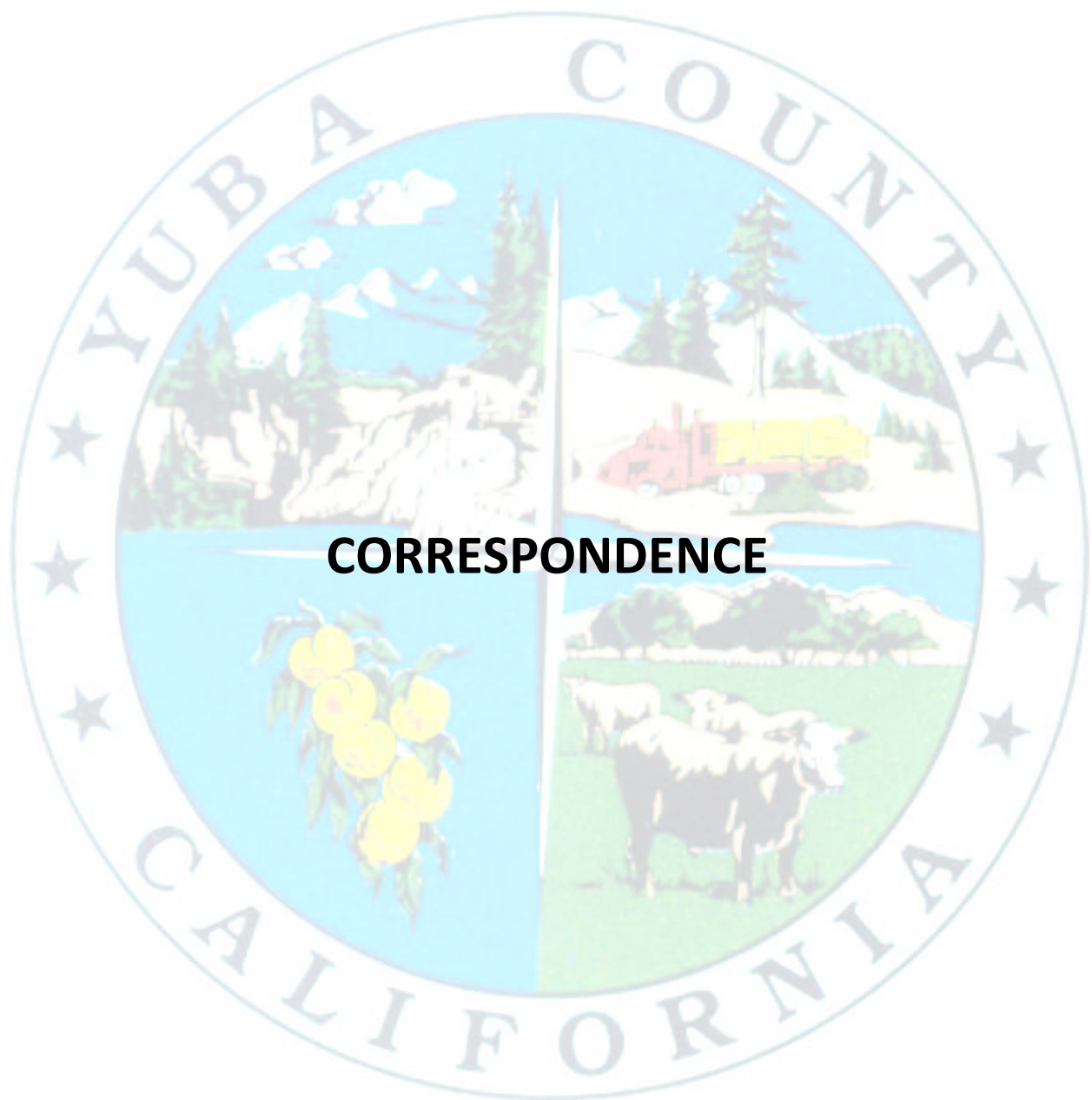
WHEREAS, Meals on Wheels programs and March for Meals campaigns enrich our entire community and help combat senior hunger and isolation in America.

NOW THEREFORE, the Yuba County Board of Supervisors do hereby proclaim March 2015 as March for Meals Month and urge citizens to take time to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them.

  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS


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EDMUND G. BROWN JR.  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

A

February 27, 2015

Ms. Mary Jane Griego, Chairperson  
Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, California 95901

Dear Chairperson Griego:

On February 25, 2015, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Humboldt, Lake, Napa, Nevada, Placer, Solano, Sutter, Ventura, Yuba**, and the contiguous counties of **Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Kern, Los Angeles, Mendocino, Plumas, Sacramento, Santa Barbara, Sierra, Siskiyou, Sonoma, Trinity, and Yolo** due to agricultural losses caused by drought beginning January 1, 2014, and continuing.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

KARMA HACKNEY  
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services  
Yuba County Agricultural Commissioner  
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)  
Gary Leslie, County/State Liaison, CDFA  
Cal OES Regional Administrator  
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655  
INDIVIDUAL ASSISTANCE DIVISION

BOS CORRESPONDENCE A

(916) 845-8149 TELEPHONE (916) 845-8395 FAX

# U.S. Department of Agriculture (USDA) Designation

## USDA #S3797 - Drought

### Designation Information

The following table illustrates the designation information.

<b>Eligible Primary County/Counties:</b>	<b>Humboldt, Lake, Napa, Nevada, Placer, Solano, Sutter, Ventura, Yuba</b>
<b>Eligible Contiguous County/Counties:</b>	<b>Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Kern, Los Angeles, Mendocino, Plumas, Sacramento, Santa Barbara, Sierra, Siskiyou, Sonoma, Trinity, Yolo</b>
<b>Event:</b>	Drought beginning January 1, 2014, and continuing.
<b>Assistance made available by designation:</b>	<ul style="list-style-type: none"><li>• Emergency farm loans for both physical and crop production losses as a direct result of the disaster</li><li>• Up to a maximum of \$500,000</li></ul>
<b>Application deadline:</b>	<b>October 26, 2015</b>
<b>Who may apply:</b>	Farmers and ranchers who conduct family-sized farming operations
<b>How to apply:</b>	<ul style="list-style-type: none"><li>• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture</li><li>• Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)</li></ul>
<b>USDA website for additional information:</b>	<a href="https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmlp&amp;topic=efl">https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmlp&amp;topic=efl</a>



February 27, 2015

Ms. Mary Jane Griego, Chairperson  
Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, California 95901

Dear Chairperson Griego:

The U.S. Small Business Administration declared the primary counties of **Humboldt, Lake, Napa, Nevada, Placer, Solano, Sutter, Ventura, Yuba**, and the contiguous counties of **Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Kern, Los Angeles, Mendocino, Plumas, Sacramento, Santa Barbara, Sierra, Siskiyou, Sonoma, Trinity, and Yolo** a disaster area. This declaration is a result of a February 25, 2015, U.S. Department of Agriculture disaster designation due to agricultural losses caused by drought beginning January 1, 2014, and continuing.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY  
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services  
Cal OES Regional Administrator  
Cal OES Individual Assistance Division

# U.S. Small Business Administration (SBA) Declaration

## SBA #14238 - Drought

### Declaration Information

The following table illustrates the declaration information.

<b>Eligible Primary County/Counties:</b>	<b>Humboldt, Lake, Napa, Nevada, Placer, Solano, Sutter, Ventura, Yuba</b>
<b>Eligible Contiguous County/Counties:</b>	<b>Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Kern, Los Angeles, Mendocino, Plumas, Sacramento, Santa Barbara, Sierra, Siskiyou, Sonoma, Trinity, Yolo</b>
<b>Reason/Event:</b>	February 25, 2015, USDA Designation for drought beginning January 1, 2014, and continuing.
<b>Assistance made available by declaration:</b>	SBA Economic Injury Disaster Loans
<b>Application deadline for business economic injury:</b>	<b>October 26, 2015</b>
<b>Who may apply:</b>	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
<b>How to apply:</b>	Contact SBA at <b>1-800-659-2955</b> , or visit SBA's website at: <a href="http://www.sba.gov/services/disasterassistance">www.sba.gov/services/disasterassistance</a> . Hearing impaired individuals may call 1-800-877-8339.



**Commissioners**  
**Jack Baylis**, President  
 Los Angeles  
**Jim Kellogg**, Vice President  
 Discovery Bay  
**Richard Rogers**, Member  
 Santa Barbara  
**Michael Sutton**, Member  
 Monterey  
**Jacque Hostler-Carmesin**, Member  
 McKinleyville

STATE OF CALIFORNIA  
 Edmund G. Brown Jr., Governor

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
 Since 1870

**Sonke Mastrup**, Executive Dir  
 1416 Ninth Street, Room 132  
 Sacramento, CA 95814  
 (916) 653-4899  
 (916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

B.

**RECEIVED**

MAR 9 2015

Clerk/Board of Supervisors

March 4, 2015

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding the flat-tailed horned lizard (*Phrynosoma mcallii*) which will be published in the California Regulatory Notice Register on March 6, 2015.

Sincerely,

Sheri Tiemann  
 Associate Governmental Program Analyst

Attachment

**Commissioners**  
**Jack Baylis**, President  
Los Angeles  
**Jim Kellogg**, Vice President  
Discovery Bay  
**Richard Rogers**, Member  
Santa Barbara  
**Michael Sutton**, Member  
Monterey  
**Jacque Hostler-Carmesin**, Member  
McKinleyville

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

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

## **Fish and Game Commission**



*Wildlife Heritage and Conservation*  
*Since 1870*

### **CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINDINGS**

#### **Flat-Tailed Horned Lizard (*Phrynosoma mcallii*)**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission, at its February 12, 2015, meeting in Sacramento, California, accepted for consideration the petition submitted to list the flat-tailed horned lizard as an endangered species. Pursuant to subdivision (a)(2) of Section 2074.2 of the Fish and Game Code, the aforementioned species is hereby declared a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department of Fish and Wildlife shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the February 12, 2015, Commission meeting, are on file and available for public review from Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Written comments or data related to the petitioned action should be directed to the Commission at the aforementioned address.

**Fish and Game Commission**

**February 24, 2015**

**Sonke Mastrup  
Executive Director**