

BOARD OF SUPERVISORS

AGENDA

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



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

SEPTEMBER 27, 2016

8:00 A.M. YUBA COUNTY BOARD OF SUPERVISOR AND WATER AGENCY WORKSHOP - Receive information regarding potential refinancing of levee bonds.

1. [\(431-0916 Report\)](#)

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. 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 and comments shall be limited to three minutes per individual or group.

- 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. Administrative Services
 1. [\(415-0916\) Approve Amendment No. 1 to Yuba County Airport agreement with Mead and Hunt, Inc. for additional engineering services extending term to March 31, 2017 increasing contract value \\$15,325 and authorize Chair to execute.](#)
 2. [\(416-0916\) Approve Amendment No. 2 to agreement with Botanica Landscapes for County landscaping services and authorize Chair to execute.](#)
 - B. Auditor-Controller
 1. [\(417-0916\) Adopt resolution adopting Yuba County Budget for Fiscal Year 2016-2017.](#)
 - C. Clerk of the Board of Supervisors
 1. [\(418-0916\) Approve meeting minutes of September 13, 2016.](#)
 2. [\(419-0916\) Reappoint Kathy Woods to Child Care Planning Council as Child Care Provider representative for term to end June 30, 2019.](#)
 - D. Community Development and Services
 1. [\(420-0916\) Approve three year agreement with Botanica Landscapes from October 1, 2016 to September 30, 2019 for landscape maintenance in the Linda Community and authorize Chair to execute.](#)

2. [\(421-0916\) Approve three year agreement with Botanica Landscape from October 1, 2016 to September 30, 2019 for landscape maintenance in Plumas Lake/Olivehurst communities and authorize Chair to execute.](#)
3. [\(422-0916\) Adopt resolution approving grant No. D16-13-502 from State Water Resources Control Board in the amount of \\$370,000 for roadside fuel reduction and authorize Public Works Director to execute all necessary documents upon review and approval of County Counsel.](#)

E. Health and Human Services

1. [\(424-0916\) Approve Children's Medical Services Plan and Fiscal Guidelines for fiscal year 2016-2017 and authorize Chair to execute certification statements.](#)

F. Human Resources

1. [\(425-0916\) Adopt resolution amending Positional Allocation Schedule in its entirety as it relates to Fiscal Year 2016-2017 Budget.](#)

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

V. **COUNTY DEPARTMENTS**

A. Auditor-Controller

1. [\(426-0916\) Adopt resolution approving agreement with Kronos Incorporated for purchase, implementation, support and maintenance of workforce ready payroll and timekeeping software and authorize purchasing agent to execute upon review and approval of County Counsel.](#)

B. Community Development and Services

1. [\(427-0916\) Adopt resolution transitioning Community Services Commission to a 501\(c\)3 non-profit organization.](#)

VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. [\(407-0916\) Ordinance - Hold public hearing, waive reading and adopt ordinance amending Section 9.15.041 of Yuba County Ordinance Code to establish speed limit of 30 miles per hour on Country Club Road from Feather River Boulevard westerly to end of Country Club Road. \(Land Use and Public Works Committee recommends approval\). \(Roll Call Vote\) \(Second reading\) \(Ten minute estimate\)](#)

ADMINISTRATIVE APPEAL HEARING

1. [\(428-0916\) Hold Hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \\$191,581.88 and the recording of a lien regarding 16010 Vierra Road, Rackerby, APN 056-060-030, Mary Netherton, \(Roll call vote\) \(Thirty minute estimate\)](#)

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

- A. [\(429-0916\) Three notices from California Fish and Game Commission relating to regulations published in the California Regulatory Notice Register.](#)
- B. [\(430-0916\) Notice of vacancy on Reclamation District No. 2103 Board of Trustees.](#)

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

X. **CLOSED SESSION**

A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba

B. 10:30 A.M. Personnel pursuant to Government Code 54957(b)(1) - Public Appointment/Public Guardian Interviews

C. Personnel pursuant to Government Code 54957(b)(1) - Public Appointment/Environmental Health Director

D. Pending litigation pursuant to Government Code 54957.9(d)(1) - Fellowship of Friends vs County of Yuba

E. Personnel pursuant to Government Code 54957 - Department Head Evaluation/Public Health Officer

XI. **ADJOURN**

Public Facilities Committee – Supervisor Griego and Vasquez, Alternate Supervisor Nicoletti

431-0916) Consider lease and maintenance agreement with Advanced Document Concepts for county-wide copier multifunction devices and authorizing purchasing agent to execute all documents upon review and approval of County Counsel. - Administrative Services (Ten minute estimate)

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SPECIAL MEETING

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.

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
Yuba County Water Agency Board of Directors
FROM: Robert Bendorf, County Administrator *RB*
RE: Potential Refunding of Revenue Bonds
DATE: September 27, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors and Board of Directors receive an informational presentation on the possible refinancing of the Yuba Levee Financing Authority's (YLFA) revenue bonds.

BACKGROUND

In September 2008, the YLFA, a joint powers authority, formed by the County of Yuba (County) and the Yuba County Water Agency (Agency), issued revenue bonds (Bonds) in the aggregate amount of \$78.37 million. The purpose of the Bonds was to provide the local match for the Phase 4 Levee Improvement Project.

The Project is nearing completion, with funds allocated, and the combined staff is exploring a refinancing. The average interest rate of the Bonds is approximately 5.1%. Based on current interest rates, the financing team has indicated that the Bonds can be refinanced at an all-inclusive cost of approximately 3.0%, equating to cash flow savings of approximately \$1 million per year through 2038, the maturity date of the Bonds. Details of the proposed refunding will be presented by Jeffrey Small of Capitol PFG, the Financial Advisor to the YLFA.

FISCAL IMPACT

The proposed refunding will reduce the County and Agency's obligation to pay annual debt service that is not funded by impact fees. Costs of the refunding will be paid from the refinancing. In the event YLFA obtains a credit rating, but later decides not to refinance the Bonds, out-of-pocket expenses are estimated at approximately \$50,000.

The County of Yuba

Department of Administrative Services

Doug McCoy - Director




(415-0916) Appro... - 1 of 36

BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

September 20, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: APPROVE AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH MEAD & HUNT, INC., FOR ENGINEERING SERVICES FOR FAA GRANT
AIP 3-06-0149-15-2014

Recommendation:

It is recommended that the Board approve the subject agreement and authorize the Chairman to sign the agreement as submitted.

Background:

The engineering services are for the completion of the apron rehabilitation. The subject amendment to the engineering agreement is for additional environment studies needed for the completion of the project as the airport apron drainage system needs updating.

Discussion:

The Yuba County Airport will apply for a \$2 million construction grant from the Federal Aviation Administration's Airport Improvement Grant 2017 funding cycle later this year. The additional environmental work in the amount of \$15,325 will be reimbursable under this grant, but the work must be completed first. The Airport's Fund 131, Capital Improvement Fund, will be used to complete the additional work. The FAA will reimburse 90 percent of the cost under the construction grant.

Committee Action:

This item was not presented to the Public Facilities Committee as it is considered routine and the project has previously been before the Board of Supervisors during the grant approval process on May 13, 2014, and the engineering agreement on November 18, 2014.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

AGREEMENT FOR PROFESSIONAL SERVICES

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

MEAD & HUNT, INC.
"Consultant"

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

OPERATIVE PROVISIONS

1. Services.

The Consultant shall provide those services described in Attachment "A", Consultant shall provide said services at the time, place and in the manner specified in Attachment "A", Phase 1 through 4.

2. Term.

Commencement Date: October 1, 2014

Termination Date: March 31, 2015

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 shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for Consultant and County approval.

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

3. Payment.

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

4. Facilities, Equipment and Other Materials and Obligations of County.

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

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.

Mary Hansen, Airport Manager, is the representative of the County and will administer this Agreement for the County. Joakim Osthus, P.E., is the point of contact for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

8. Attachments.

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

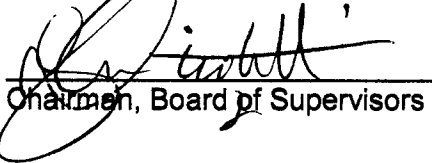
Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Requirements

9. Termination. County and Consultant shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

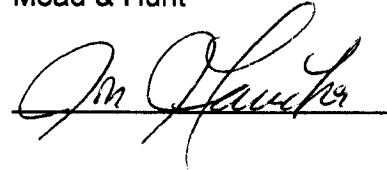
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

11 18, 2014.


"County"
County of Yuba


Chairman, Board of Supervisors

"Consultant"
Mead & Hunt



INSURANCE PROVISIONS
APPROVED:


Martha Wilson
Risk Manager

APPROVED AS TO FORM:

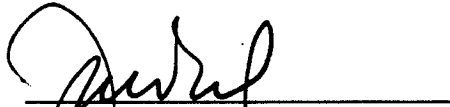

Angil Morris-Jones
County Counsel

EXHIBIT A
SCOPE OF SERVICES

YUBA COUNTY AIRPORT
Transient Tie-Down Apron Rehabilitation
Airport Design Engineering Work Scope

AIP Project No. 3-06-0149-15

August 2014

PROJECT DESCRIPTION

The Project will consist of the reconstruction of the northern 25,000 square yard portion of the main apron. As part of the reconstruction, existing tie-down anchors will be replaced. Also included is the replacement of the storm drainage infrastructure. The estimated construction cost is approximately \$1,100,000.

DESIGN SERVICE PHASES

PHASE I CONTRACT ADMINISTRATION AND COORDINATION

This phase involves those activities required for defining the scope of project, negotiating contract and subcontracts, and general coordination and administration for the duration of the Project, including (but not limited to) the following activities:

1.0 PROJECT SCOPING

1.1 Preliminary Meetings with the Sponsor

Consultant will confer with the Sponsor to ascertain Project requirements, finances, schedules, and other pertinent matters and shall meet with Federal Aviation Administration (FAA) if needed and other concerned agencies and parties on matters affecting the Project and shall arrive at a mutual understanding of such matters with the Sponsor. The Consultant and Sponsor shall discuss what type of environmental documentation (Environmental Assessment or Categorical Exclusion) will be needed and/or what has been prepared for the Project and included in the work scope. The Sponsor shall provide the Consultant with any environmental documents available. Meetings with the Sponsor shall also determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be a maximum of one meeting with the Sponsor at the Project location.

1.2 Prepare Project Scope of Work and Proposal

This includes preparing the Scope of Work and fee proposal and negotiating the contract scope and fee with the Sponsor. This also includes coordination with subconsultants for scopes and fees.

2.0 PREPARE CONTRACT AND SUBCONTRACTS

This includes preparing the Consultant-Sponsor contract and preparing subconsultant contracts.

3.0 PROJECT COORDINATION (coordination with Design Team, Sponsor, FAA etc.)

Consultant will coordinate with the subconsultants, Sponsor, FAA, and other applicable agencies to complete the work elements in Phase I. Weekly progress meetings will be held with the design team and Sponsor along with monthly meetings with the FAA.

4.0 GENERAL CONTRACT ADMINISTRATION

Provide general administration during the Phase I design and bidding process. Two Project Managers will be assigned to this Project to insure continuity through all phases of work. The Project Managers will be responsible for all work performed by the Project Team. The Project Managers shall:

- a. Define tasks, schedules, and costs.
- b. Monitor work progress and resolve problems.
- c. Maintain up-to-date schedules.
- d. Coordinate with the Sponsor to receive their input, address their concerns, keep them informed regarding Project status, obtain their concurrence on Project scope, cost, and schedule, and obtain their input and approval of concepts and Final Design.
- e. Focus the efforts of the Consultant and subconsultants to expedite the design of a high-quality, cost-effective Project that meets the needs of the Sponsor.
- f. Maintain quality control on all work of the Consultant and subconsultants. Implement and monitor a program of Quality Control (QC) and Quality Assurance (QA).
- g. Prepare invoices to submit to the Sponsor in accordance with the County's standard invoice requirements.

5.0 GRANT APPLICATION AND ADMINISTRATION – NIC¹**PHASE I DELIVERABLES**

- 1) Draft Scope of Services – Electronic File
- 2) Final Scope of Services – Electronic File
- 3) Executed Contract – Electronic File

PHASE II PRELIMINARY DESIGN (30%)**6.0 TOPOGRAPHICAL SURVEYING****6.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities**

Consultant will coordinate the collection of existing data and locate known utilities. This task includes collection and review of as-built plans and available existing survey information in order to gather information on existing topography, facilities, and utilities. This also includes coordination for field utility locates with Sponsor and FAA. The Consultant will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

6.2 Survey Control (Consultant and Subconsultant)

Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the Project. The Consultant will coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable, the Consultant will establish runway end coordinates and runway centerline alignments, and tie these into the project survey control.

¹ NIC = Not In Contract

6.3 Field Work (Subconsultant)

Topographic survey of the pavement area to be repaired as well as surrounding pavement will be performed. Information on utilities, especially the storm drainage will be collected as well both on the apron and at the outlet at the ditch.

6.4 Convert Survey Data for Design Software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- a. Establish design coordinates and alignments to be used for CAD drawings.
- b. Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing.
- c. Verify survey data from previous project with latest field survey.
- d. Sort all data points by layers and description for computer modeling.
- e. Verify surveyor horizontal and vertical control.
- f. Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- g. Generate three-dimensional contour model from the DTM.
- h. Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features.

7.0 GEOTECHNICAL INVESTIGATION**7.1 Coordination for Geotechnical Work**

This task includes data collection, review of as-built plans, and compiling available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical subconsultant to schedule work and establish any work constraint parameters.

7.2 Establish Project Testing Requirements

The Consultant will determine the type and frequency of geotechnical testing required for the Project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (e.g. greater than or less than 60,000 pounds). The Consultant will use this information to perform the following tasks:

- a. Determine soil boring locations and frequency of testing.
- b. Develop a project sketch showing location and coordinates of borings.
- c. Determine soil sampling locations and types of soils testing required.

7.3 Field Work and Laboratory Testing (Subconsultant)

The geotechnical consultant will conduct up to twelve (12) borings within the Project area and collect samples for laboratory testing in preparation for the pavement design. The County shall escort the geotechnical consultant and assist in utility locates in areas of geotechnical exploration.

7.4 Analyze Data

After receiving the testing report from the geotechnical firm, the Consultant will analyze the data and any existing previous geotechnical data, consisting of the following tasks:

- a. Review geotechnical recommendations.
- b. Determine appropriate data for pavement design.
- c. Input data for computer modeling with topographical survey data.
- d. Prepare pavement data and soil information for incorporation onto plan sheets.
- e. Evaluate existing pavement sections for potential recycling and reuse.
- f. Evaluate shrink, swell, and consolidation potential.

8.0 PREPARE PLAN SHEETS FOR PRELIMINARY SUBMITTAL

Consultant will complete a project layout sheet that will depict the proposed improvements.

9.0 PREPARE FAA PAVEMENT DESIGN REPORT AND FAA FORM 5100.

This task will consist of using information obtained in the geotechnical investigation to calculate the pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6E, *Airport Pavement Design and Evaluation*.

The following effort will be completed under this task:

- a. Determine critical design aircraft or vehicle based on current and forecasted aircraft fleet mix and vehicular use.
- b. Verify the pavement section based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD. Develop pavement design alternatives and make recommendations as to the most economical pavement section and/or rehabilitation alternative. A total of 2 pavement design alternatives will be evaluated.
- c. Evaluate interim and ultimate pavement strength requirements.
- d. Evaluate effects of pavement profile on adjacent operational areas and future runway/taxiway pavement rehabilitation.
- e. Calculate sub-excavation, undercutting, and other techniques for subgrade stabilization, if necessary.
- f. Prepare Life-Cycle Cost Analysis.
- g. Review proposed pavement analysis with FAA Engineer.
- h. Prepare pavement design narrative to describe the design procedure, historic design, and justifications for the FAA and Sponsor.
- i. Prepare FAA Pavement Design Form 5100 for each separate pavement section for inclusion in the Preliminary Design Report and the final Engineer's Design Report.

10.0 PREPARE PRELIMINARY SURFACE DRAINAGE ANALYSIS

Preliminary surface drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5320-5C, *Surface Drainage Design*. The Consultant will also examine whether a Storm Water Pollution Prevention Plan (SWPPP) will be required for the Project. The Consultant will also determine which drainage permits will be needed by the proposed development.

11.0 PREPARE PRELIMINARY COST ESTIMATE

11.1 Calculate Estimated Preliminary Quantities

The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with the Specifications and acceptable quantity calculation practices.

11.2 Prepare Preliminary Cost Estimate

The Consultant will provide a preliminary cost estimate based on record cost data and similar work. Cost estimate shall be included in the Preliminary Design Report.

12.0 PREPARE PRELIMINARY DESIGN REPORT (PDR)

To document the results of a preliminary design, a PDR will be prepared. The report will include the summary of the Project scope, geometrics, pavement design, electrical design, drainage design, pavement marking, environmental issues, construction phasing plans, and a project schedule. The report will also contain details on alternative design concepts that were investigated as part of the preliminary design effort and recommendations on which alternatives to pursue. An analysis of the impacts of construction on airport operations will be included, as well as an Engineer's cost estimate. This report will also discuss funding, budget, strategies for bidding the Project and potential use of bid alternates. The information will be presented in letter report format for review by the Sponsor.

13.0 PREPARE FAA FORM 7460

Consultant will complete a notice of proposed construction or alteration as per FAA guidelines and will send the form to the Sponsor to be submitted to the FAA.

14.0 PREPARE PRELIMINARY DESIGN SUBMITTAL

Based on Sponsor's comments from preliminary meeting, prepare a preliminary submittal containing:

- a. Project Layout Plan
- b. Preliminary Design Report
- c. Preliminary Cost Estimate

15.0 PREPARE ENVIRONMENTAL DOCUMENTATION – NIC

The Consultant has already performed a Categorical Exclusion (CAT EX) Document for the site development project.

16.0 PHASE II PROJECT MEETINGS

The Consultant will arrange and lead meetings during Phase II, as described in the subtasks below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and will prepare minutes to document the discussions.

16.1 Present Preliminary Design Alternatives and Recommendations to Airport

The Consultant will prepare for and conduct a meeting at the Airport to present the findings of the preliminary engineering phase and any alternatives and recommendations for the Project.

16.2 Coordination Meetings (with FAA, local agencies, subconsultants, etc. and site investigation visits)

The Consultant will conduct additional coordination meeting(s) and site visits to the Airport (or other named site) as needed. One (1) in-person coordination meeting will be held at the Airport.

PHASE II DELIVERABLES

Prior to the completion of Phase II, the Consultant will deliver all of the following information to the Sponsor:

- 1) Preliminary Design Report – Three (3) copies and electronic file
- 2) Plans in support of preliminary design – Three (3) copies and electronic file
- 3) Geotechnical Report – Three (3) copies
- 4) FAA Form 7460 – Electronic file

PHASE III FINAL DESIGN (60%, 95% and Final)**17.0 PREPARE PLANS**

Plan sheets will be prepared depicting the proposed improvements as indicated under Project Description. The following is a general list of drawings that will be used as a guideline. Actual number and title of drawings may be modified during the design phase, as required.

General:

- G-001 Cover Sheet, Sheet Index and Symbols
- G-002 Legend and Abbreviations
- G-003 General Notes
- G-021 Project Layout Plan
- G-041 Survey Control Plan
- G-081 Construction Safety and Phasing Plan

Geotechnical:

- B-051 Plan and Log of Soil Borings

Civil:**General**

- C-001 Civil Legend
- C-021 Erosion Control Plans
- C-031 Erosion Control Details
- C-041 Storm Water Management Plans
- C-051 Demolition Plans
- C-061 Demolition Details
- C-081 Geometrics
- C-091 Existing Contours

Site

- C-101 Grading and Drainage Plans
- C-141 Intersection Details
- C-201 Plan and Profiles
- C-301 Typical Sections
- C-311 Paving Details

Storm Sewer*

- C-441 Plan and Profiles
- C-451 Drainage Details

C-461 Inlet Layout Plan

Marking

C-651 Marking Plans

C-671 Marking Details

X-Sections

C-901 Cross Sections

18.0 PREPARE SPECIFICATIONS

The Consultant will assemble the Specifications and Bid Documents for the Sponsor to use in obtaining competitive bids for the work. All documents shall meet current FAA Standards for Airport Improvement Program (AIP) funded projects.

18.1 Prepare Bidding and Contract Documents

The Consultant will prepare bidding and Contract Documents including, but not limited to, Invitation for Bids (Notice to Bidders), Instruction to Bidders, Proposal (Bid Form), List of Subcontractors, FAA Required Certifications, Equal Employment Opportunity Clauses, DBE Requirements, Suspension and Debarments Requirements, Sample Construction Contract/Agreement, Bid Bond, Performance Bond, and Payment Bond. All documents shall be based on the current Sponsor standards, modified to include all FAA required provisions and bid forms.

18.2 Prepare FAA Required Provisions

Prepare Specifications detailing the current FAA Required Provisions for construction including: Requirements for Bids for AIP Contracts, Federal Contract Clauses and Requirements for Construction Contracts, Federal EEO Requirements, Requirements Under the DBE Program, Federal Wage Rates, and State Wage Rates.

18.3 Prepare General Provisions

The Consultant will prepare General Provisions in conformance with the current Sponsor Standards. The Consultant will review the Sponsor Standards to identify any conflicts with FAA requirements and shall submit any recommended modifications to the Sponsor for approval.

18.4 Prepare Special Provisions for Airport Construction

The Consultant will prepare Special Provisions to address, or expand on, conditions specific to construction on airports that require additional clarification. They will include, but are not limited to the following items:

- a. General Safety Requirements
- b. Restricted Work Areas
- c. Construction Limitations
- d. Haul Roads/Project Access
- e. Vehicle Operations, Marking and Control
- f. Airport Security
- g. Work Schedule and Sequencing
- h. Airport Closure and Closure of Runways, Taxiways, and Aprons

- i. Barricades
- j. Emergency Air Operations
- k. Record Drawings
- l. Pollution Control
- m. SWPPP Requirements and Guidance for Contractor
- n. Certified Payroll Requirements
- o. Construction Safety and Operations Requirements
- p. Additional Quality Control Requirements
- q. Pre-Construction Conference
- r. Grade Control and Surface Tolerance for Paving Work
- s. Contract Time
- t. Liquidated Damages

18.5 Prepare Technical Specifications

The Consultant will prepare Technical Specifications using FAA Standard Specifications and FAA Specification format whenever possible. For work not covered by FAA Standards, the Sponsor or Caltrans Standard Specifications shall be used. Technical Specifications shall include, but not limited to, the following:

- a. P-152
- b. P-154
- c. P-208
- d. P-401
- e. P-403
- f. P-602
- g. P-603
- h. D-701
- i. D-751

19.0 PREPARE FINAL SURFACE DRAINAGE ANALYSIS AND FINAL STORM SEWER DESIGN

Using the findings from the preliminary drainage analysis completed in Phase II, a final surface drainage and storm sewer design will be completed in accordance with standard engineering practices, local requirements, and the FAA Advisory Circular 150/5320-5C, *Surface Area Design*.

20.0 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

If required, the Consultant will develop a SWPPP for the Project that is in general conformance with Best Available Technology (BAT) management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the NPDES permitting application. This information shall include, but not limited to:

- a. Project Location
- b. Size of Disturbance of Project
- c. Amount of Impervious Surface
- d. Hydrologic Classification of Site

- e. Receiving Waters
- f. Site Drainage Overview

21.0 PREPARE CERTIFICATION OF ENGINEERING AND MODIFICATION OF STANDARDS

The Consultant will complete the Sponsor Certification verifying the Plans and Specifications were developed in accordance with Federal guidelines. If necessary, the Consultant will also prepare a Request for Modification of Federal Construction Standards, if found to be necessary for the Project. The certification will discuss modifications required under the bid packages. The certification will be submitted to the Sponsor for acceptance. Signed copies will be forwarded to the FAA along with final Plans, Contract Documents, Specifications, and the Engineer's Design Report, which includes the certification.

22.0 PREPARE 60% SUBMITTAL

Based on Sponsor's written review comments on the preliminary submittal, prepare 60% engineering and design of all improvements. This work shall include:

- a. Prepare and submit 60% Plans.
- b. Prepare and submit 60% Specifications and bid documents.
- c. Prepare and submit 60% cost estimate.
- d. Perform internal QA/QC for all documents included in the 60% submittal.
- e. Conduct 60% review meeting with the Sponsor to go over submitted data and discuss schedule for upcoming submittals.

23.0 PREPARE 95% SUBMITTAL

Based on the Sponsor's written review comments on the 60% submittal, prepare 95% engineering and design of all improvements. This work shall include:

- a. Prepare and submit 95% Plans
- b. Prepare and submit 95% Specifications and bid documents
- c. Prepare and submit 95% cost estimate
- d. Perform internal QA/QC for all documents included in the 95% submittal
- e. Conduct 95% review meeting with the Sponsor to go over submitted data and discuss schedule for upcoming submittals

24.0 PREPARE AND SUBMIT FINAL PLANS AND SPECIFICATIONS

A final set of Plans, Specifications, and Contract Documents will be prepared that will incorporate revisions, modifications, and corrections determined during the FAA and Sponsor's review of the ninety-five percent (95%) submittal.

25.0 PREPARE AND SUBMIT FINAL COST ESTIMATE

25.1 Calculate Estimated Final Quantities

25.2 Prepare Final Cost Estimate

Using the final quantities calculated following the completion of the Plans and Specifications, the Consultant will prepare the final construction cost estimate. The estimate will be based on

information obtained from previous projects, contractors, material suppliers, and other databases available.

26.0 PREPARE AND SUBMIT ENGINEER'S DESIGN REPORT

Prepare the Engineer's Design Report in conformance with FAA requirements. The report will include a summary and explanation of the Project design including geometrics, pavement and electrical design, drainage design, pavement marking, environmental issues, phasing plans, and a project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. A construction operation plan will be included, as well as a final Engineer's cost estimate. This report will also include details for bidding the Project and recommended bid alternates. The report shall include, but not be limited to, the following:

- a. Project Scope
- b. Design Standards
- c. Topographic Survey Summary
- d. Geotechnical Investigation Summary (report included as an Appendix)
- e. Design Geometrics (reference Federal Advisory Circular 150/5300-13A)
- f. Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6E)
- g. Drainage Considerations
- h. Electrical Considerations
- i. Pavement Marking Considerations
- j. Airport Operational Safety (reference Federal Advisory Circular 150/5370-2F)
- k. Construction Estimate
- l. Project Schedule and Construction Phasing
- m. Summary of Contract Documents
- n. Construction Inspection and Testing
- o. Deviations from FAA Standards
- p. Sponsor/Engineer's Certification for Project Plans and Specifications
- q. Draft Construction Management Plan

27.0 PREPARE A CONSTRUCTION SAFETY AND PHASING PLAN

Prepare a Construction Safety and Phasing Plan (CSPP) in conformance with FAA Standards. The CSPP shall be a report following the requirements of AC 150/5370-2F.

28.0 PHASE III PROJECT MEETINGS

The Consultant will arrange and lead the meetings as described below. The Consultant will produce drawings and handouts, as needed, to conduct each meeting and shall issue minutes to document the discussion. The following meetings shall be included in Phase III:

- a. 60% Submittal review meeting (1)
- b. 95% Submittal review meeting (1)

PHASE III DELIVERABLES

During the Phase III design effort, the Consultant will deliver all of the following information to the Sponsor:

- 1) 60% Plans, Specifications, and Contract Documents – Three (3) copies each and electronic files
- 2) 60% Cost Estimates – Three (3) copies each and electronic files
- 3) 95% Plans, Specifications, and Contract Documents – Three (3) copies each and electronic files
- 4) 95% Engineer's Design Report – Three (3) Copies and electronic files
- 5) Final Plans, Specifications and Contract Documents – One (1) set of full and half size plans, one (1) set of original Contract Documents, and electronic files of all documents
- 6) Final Engineer's Design Report – Three (3) bound copies and electronic files
- 7) Construction Safety and Phasing Plan – Three (3) bound copies and electronic files

PHASE IV BID ADMINISTRATION**29.0 PREPARE ADVERTISEMENT FOR BIDS**

Required advertisement dates and bidding dates will be established. Consultant will prepare the advertisement in conformance with FAA and local standards and submit a copy of the advertisement to the Sponsor. The Sponsor shall arrange for the legal advertising in conformance with local standards and shall pay for the associated cost of advertising. Consultant will place ads in the various trade journals.

30.0 BID DOCUMENTS DISTRIBUTION

Consultant will distribute the bidding documents to interested contractors and suppliers electronically. The Consultant will keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

31.0 RESPOND TO BIDDERS QUESTIONS

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the Project. This item also includes contacting bidders to generate interest in the Project.

32.0 PREPARE AND DISTRIBUTE ADDENDA

Consultant will issue up to Two (2) bid addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through electronic mail or via bidding website. Any addenda that are generated as a sole result of the Sponsor's error or omission, or FAA request, will be considered as extra services, and the Consultant will be reimbursed for this effort as an amendment to this contract.

33.0 PRE-BID CONFERENCE – NIC**34.0 BID OPENING – NIC****35.0 BID REVIEW AND BID TABULATION**

Consultant will advise Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant will prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The Consultant will input the as-bid unit prices into

the spreadsheet and verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

36.0 PREPARE RECOMMENDATION FOR AWARD

The Consultant will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions that the Sponsor can pursue to complete the Project. Once the Contract Award is made, the Consultant will distribute the bid tabulations at request of the Sponsor.

PHASE IV DELIVERABLES

- 1) Bid Documents – Electronic files as required for bidding
- 2) Bid Tabulation – Electronic files
- 3) Recommendation for Award – Electronic files

SCHEDULE OF COMPLETION

The Consultant will complete all work called for under Phase II – Preliminary Design within thirty five (35) working days from the date when the Sponsor issues the Notice to Proceed with the work. The Consultant will complete 60% submittal described in Phase III – Final Design, within twenty (20) working days of receipt of the Sponsor's review comments on the preliminary submittal. The Consultant will complete the 95% submittal detailed in Phase III – Final Design within twenty (20) working days of receipt of the Sponsor's review comments on the 60% submittal. The Consultant will complete the final Engineer's Design Report and final Contract Documents for use in bidding within ten (10) working days of the receipt of Sponsor and FAA review comments on the 95% submittal.

COMPENSATION FOR SERVICES

- A. Payment for all work outlined in Scope of Work, Phase I, II, III, and IV shall be a fixed fee of One Hundred Thirty-nine Thousand Six Hundred Eighty Dollars (\$139,680). This fee shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. An Engineering Services Cost Estimate is included as *Attachment 1* to this Scope of Work. Payments will be made monthly based on the percentage of work complete.
- B. Payment for any additional services requested by the Sponsor will be performed on a time-and-expense basis in conformance with the *Mead & Hunt, Inc. Western Standard Billing Rate Schedule (2014)* included as *Attachment 2* to this Scope of Work. The Consultant will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the Sponsor. Any additional services must be authorized in writing by the Sponsor.

Yuba County Airport

Transient Tie-Down Apron Rehabilitation
AIP No. 3-06-0149-15
Design Cost Estimate

(415-0916) Appro... - 18 of 36

ID	Task Name	Work	Cost
1	TRANSIENT TIE-DOWN APRON REHABILITATION - DESIGN	908 hrs	<u>\$139,680.00</u>
2	Phase 1 - Contract Administration	43 hrs	\$7,680.00
3	Project Scoping	24 hrs	\$4,852.00
4	Preliminary Meeting w Sponsor	16 hrs	\$3,540.00
5	Prepare project scope & proposal	8 hrs	\$1,312.00
6	Prepare Contract & Sub Contracts	7 hrs	\$860.00
7	Project Coordination	4 hrs	\$656.00
9	General Contract Administration	8 hrs	\$1,312.00
12	Phase 2 - Preliminary Design	204 hrs	<u>\$42,890.00</u>
13	Topographic Surveying	5 hrs	\$4,724.00
14	Coordination	3 hrs	\$449.00
15	Survey Control	2 hrs	\$275.00
16	Survey Field Work (Sub Consultant)	0 hrs	\$3,000.00
17	Convert Survey Data for Design Software (Sub Consultant)	0 hrs	\$1,000.00
18	Geotechnical Investigation	16 hrs	\$18,323.00
19	Coordination	6 hrs	\$855.00
20	Establish Project Testing Requirements	4 hrs	\$570.00
21	Geotechnical Field Work (Sub Consultant)	0 hrs	\$16,000.00
22	Analyze Data	6 hrs	\$898.00
23	Prepare Plan Sheets for Preliminary Submittal	32 hrs	\$3,844.00
24	Prepare FAA Pavement Design Report and FAA Form 5100	24 hrs	\$3,162.00
25	Prepare Preliminary Surface Drainage Analysis	8 hrs	\$1,002.00
26	Prepare Preliminary Cost Estimate	16 hrs	\$2,130.00
27	Calculate Estimated Preliminary Quantities	9 hrs	\$1,102.00
28	Prepare Preliminary Cost Estimate	7 hrs	\$1,028.00
29	Prepare Preliminary Design Report	27 hrs	\$3,291.00
30	Prepare FAA Form 7460	4 hrs	\$602.00
34	Prepare Preliminary Design Submittal	8 hrs	\$930.00
35	Phase 2 Project Meetings	26 hrs	\$4,882.00
36	Present Preliminary Design, Alternatives and Recommendations to Airport	13 hrs	\$2,441.00
37	Coordination Meetings	13 hrs	\$2,441.00
39	Phase 3 - Final Design	603 hrs	<u>\$82,085.00</u>
40	Prepare Final Plans	120 hrs	\$15,650.00
41	General	30 hrs	\$3,810.00
49	Geotechnical	3 hrs	\$353.00
51	Civil - General	19 hrs	\$2,305.00
60	Civil - Site	37 hrs	\$5,276.00
78	Civil - Storm Sewer	15 hrs	\$2,027.00
89	Civil - Marking	11 hrs	\$1,314.00
92	Civil - X-Sections	5 hrs	\$565.00
104	Prepare Specifications	183 hrs	\$22,814.00
105	Prepare Bidding and Contract Documents	14 hrs	\$1,572.00
106	Prepare FAA Required Provisions	11 hrs	\$1,166.00
107	Prepare General Provisions	22 hrs	\$2,764.00
108	Prepare Special Provisions	28 hrs	\$3,628.00
109	Prepare Technical Specifications	108 hrs	\$13,684.00
110	Prepare Final Surface Drainage Analysis and Final Storm Sewer Design	26 hrs	\$3,786.00
113	Stormwater Pollution Prevention Plan	51 hrs	\$6,757.00
114	Prepare Certification of Engineering and Modification of Standards	6 hrs	\$846.00
115	Prepare 60% Submittal	33 hrs	\$5,362.00
120	60% Submittal Review Meeting	12 hrs	\$2,330.00
121	Prepare 95% Submittal	40 hrs	\$6,632.00
126	95% Submittal Review Meeting	12 hrs	\$2,330.00
127	Prepare Final Submittal	32 hrs	\$4,540.00
132	Prepare Engineer's Design Report	34 hrs	\$4,146.00
133	Prepare and Submit Construction Safety & Phasing Plan	54 hrs	\$6,892.00
136	Phase 4 - Bid Administration	58 hrs	<u>\$7,025.00</u>
137	Prepare Advertisement for Bids	5 hrs	\$544.00
138	Bid Document Distribution	6 hrs	\$570.00
139	Respond to Bidder's Questions	20 hrs	\$2,660.00
140	Prepare & Distribute Addenda	20 hrs	\$2,396.00
143	Bid Review & Tabulation	5 hrs	\$596.00
144	Prepare Recommendation for Award	2 hrs	\$259.00

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2014

Standard Billing Rates

Clerical.....	\$77.00 / hour
Interior Designer, Technical Editor	\$103.00 / hour
Senior Editor	\$152.00 / hour
Registered Land Surveyor.....	\$117.00 / hour
Accounting, Administrative Assistant.....	\$95.00 / hour
Technician I, Technical Writer	\$88.00 / hour
Technician II, Surveyor - Instrument Person	\$103.00 / hour
Technician III	\$111.00 / hour
Technician IV	\$134.00 / hour
Senior Technician	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$133.00 / hour
Engineer III	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$216.00 / hour
Senior Associate	\$263.00 / hour
Principal	\$273.00 / hour
Senior Client/Project Manager.....	\$273.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2014, and will remain in effect until December 31, 2014, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

ATTACHMENT B

PAYMENT

B.1 Base Contract Fee. The Consultant shall be paid for services in connection with the project. County shall pay Consultant on a time-and-expense basis in accordance with Consultant's "Standard Billing Rate Schedule" in effect at the time the services are rendered, unless a lump sum amount is negotiated for any individual task. The Consultant's 2014 "Standard Billing Rate Schedule" is attached. The total charges and payments under this Agreement shall not exceed One Hundred Thirty Nine Thousand Six Hundred Eighty Dollars (\$139,680.00) unless specifically authorized in writing by County. Consultant shall submit invoices to County covering work accomplished in the preceding month and County shall pay said invoices within thirty (30) days of receipt.

B.2 Travel Costs. For any Consultant travel requested by County, County shall pay travel costs and associated expenses in accordance with the Consultant's "Standard Billing Rate Schedule" in effect at the time of the travel.

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

None.

ATTACHMENT D

GENERAL PROVISIONS

D.1 Independent Contractor Status. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of Consultant shall be performed as an independent contractor and not as an agent, officer or employee of County. It is understood by both Consultant and County that this Agreement is by and between two independent 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 Consultant shall have no claim against County for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

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

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

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

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

D.2 Licenses, Permits, etc. Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required

for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed. Failure of the Consultant to comply with this provision shall authorize the County to immediately terminate this agreement notwithstanding Operative Provision No. 9.

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

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

D.5 Contractor Not Agent. Except as County may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

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

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

D.8 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultant's profession.

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

such an interest.

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

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

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

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

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

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

D.12 Non-Discrimination. Throughout the duration of this Agreement, Consultant shall not unlawfully discriminate against any employee of the Consultant or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Consultant shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto,

and all administrative rules and regulations issued pursuant to said Act. Consultant shall give written notice of its obligations under this clause to any labor agreement. Consultant shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

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

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

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

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

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

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

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

D.2192 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

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

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

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

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

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

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

D.28 Time is of the Essence. Time is of the essence of this Agreement and each covenant and term a condition herein.

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

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

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

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

County:

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

With a copy to:

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

Consultant:

Mead & Hunt
133 Airport Boulevard, Suite 100
Santa Rosa, CA 95403

ATTACHMENT E INSURANCE REQUIREMENTS

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

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. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | | |
|--|--|--|
| 1. General Liability: (including operations products and completed operations, as applicable.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage |
| 3. Workers' Compensation: | As required by the State of California | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease |
| 5. Errors & Omissions | \$1,000,000 | per occurrence |

Liability:

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.

Other Insurance Provisions

The commercial 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 as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
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 Consultants 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.

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

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of one (1) year after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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

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

By *Donna Stot Clemeyer*
Date: 11-19-14

AGREEMENT FOR PROFESSIONAL SERVICES**AMENDMENT NO. 1, EXHIBIT A
SCOPE OF SERVICES**

This is the first amendment to the agreement, dated November 18, 2014, for Professional Services between the County of Yuba (COUNTY) and MEAD & HUNT, INC., (CONSULTANT).

Pursuant to Attachment D, General Provisions, Item D.22, "Modifications," of the basic agreement, the following changes are hereby made to update the Project Scope of Services, Schedule, and Compensation:

1. Services.

Amend the Scope of Services, Exhibit A, to include Phase V – Environmental Documentation to the Original Scope of Services (attached as Amendment 1, Exhibit A)

2. Term.

Extend the agreement term as follows:

Commencement Date: October 1, 2014

Termination Date: March 31, 2017

3. Payment.

Attachment B, Payment, increase contract value by \$15,325 as specified in Amendment 1, Exhibit A.

All other terms and conditions remain unchanged.

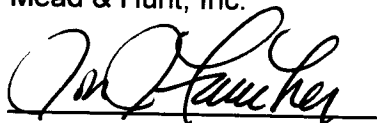
In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on

_____ 2016.

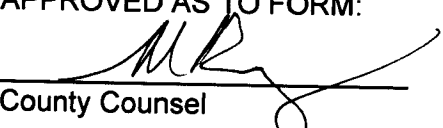
"COUNTY"
County of Yuba

Chairman, Board of Supervisors

"CONSULTANT"
Mead & Hunt, Inc.



APPROVED AS TO FORM:



County Counsel

YUBA COUNTY AIRPORT
Transient Tie-Down Apron Rehabilitation
Amendment No. 1, Exhibit A

August 5, 2016

SCOPE OF SERVICES

The original Scope did not include environmental services. This scope will add a "Phase V" to the original scope of work to address environmental requirements.

Consultant will perform the following services under this scope:

PHASE V – ENVIRONMENTAL DOCUMENTATION

1) **Categorical Exclusion Submittal**

The Consultant will update the January 2014 Categorical Exclusion Submittal (CATEX) to incorporate the expanded project description and updated biological and cultural data. The Consultant will use the format specified in the current Federal Aviation Administration (FAA) checklist (ARP SOP No. 5.00, dated October 2, 2014). Appropriate supporting graphics will be prepared to aid in understanding the various elements of the project and critical environmental review factors. A US Fish & Wildlife Service IPaC report will be generated for the project and attached to the CATEX. The internal draft of the CATEX will be reviewed by one of the Consultant's senior environmental planners for clarity and adherence to technical standards. The statement of purpose and need will be reviewed for consistency with FAA guidelines.

Three specialized studies will be performed to support preparation of the CATEX:

- ***Cultural Resources Evaluation*** — Consultant will conduct an updated records search, contact the Native American Heritage Commission, consult with interested Native Americans and prepare a brief report. Per FAA direction, the Consultant will not record the ditch as a historic linear feature or conduct an evaluation of its eligibility for listing on the National Register of Historic Places and the California Register of Historical Resources; Consultant will simply assume that it is not a qualifying feature.
- ***Biological Studies*** — Consultant will update the records search, review aerial photographs, and prepare a brief report update or incorporate the information directly into the permit applications. Consultant anticipates that it will be possible to conclude that site conditions have not changed and that there is no potential for special-status species to be affected. Per FAA direction, no field evaluation is proposed at this time.
- ***Wetlands Delineation*** — Consultant anticipates that data from the original survey remains representative of current site conditions. This will be confirmed through aerial photograph review, with the results of the evaluation being incorporated directly into the permit applications.

A draft CATEX with any attachments will be provided to the County in PDF format for review. The Consultant will arrange a conference call to review the document with County staff. Any County comments will be addressed. The County will be responsible for forwarding the CATEX to the FAA for review. Based upon any comments received by the County from the FAA, the Consultant will revise the CATEX. If appropriate, the Consultant will arrange a conference call with the County and FAA to obtain needed clarifications of FAA comments. The final CATEX with any attachments will be then be prepared. An internal quality control review will be performed prior to the final draft being provided to the County. The final draft will be provided to the County in PDF format. The County will be responsible for forwarding the CATEX to the FAA for approval.

2) **Permit Applications**

Consultant will prepare permit applications for the proposed drainage work. It is anticipated that California Department of Fish and Wildlife (CDFW) will not claim jurisdiction over the ditch. Therefore, a Streambed Alteration Agreement will not be necessary. The Consultant will confirm this with CDFW as part of our work. Permits from the Army Corps of Engineers and Regional Water Quality Control Board will be required. Consultant anticipates that the work will qualify for a Nationwide Permit 3 (Maintenance) from the Corps; Water Quality Certification would be required from the Regional Board. Project plans prepared by the Consultant will be included in the permit applications.

Phase V Assumptions

- 1) A Streambed Alteration Agreement will not be required.
- 2) The project will qualify for a Nationwide Permit.
- 3) No field investigations will be made.

Phase V Deliverables

- 1) Draft and final versions of the CATEX.
- 2) Updated biological and cultural reports.
- 3) Permit-related submittals.
- 4) Consultation with the Army Corps of Engineers and Regional Water Quality Control Board.

SCHEDULE OF COMPLETION.

The original "Schedule of Completion" is amended to include the following:

The cultural, biological, and wetland delineation reports will be delivered to the County for review within 120 calendar days from the Notice to Proceed. The draft CATEX will be e-mailed to the County for review within 30 calendar days from receipt of the cultural, biological, and wetland delineation reports. Any revisions to the draft CATEX requested by the County will be made within 10 calendar days of receipt of comments. Responses to any FAA comments will be made within 14 days of receipt of comments.

COMPENSATION FOR SERVICES

The Compensation section of the original contract is amended to include the following under paragraph "A":

Payment for work outlined in Phase V, Section 1 Categorical Exclusion Submittal shall be a fixed fee of Seven Thousand Eight Hundred Seventy-five Dollars (\$7,875). This fee shall include all labor, materials, expenses, and incidentals necessary to complete the work as described herein. Payment for work in Section 1 will be made monthly based upon the percentage of work completed.

Payment for work in Section 2, "Permit Applications" shall be on a time-and-expense basis. The maximum fee that may be charged for Section 2 work is Seven Thousand Four Hundred Fifty Dollars (\$7,450). Payments for work in Section 2 will be made monthly based upon actual labor and expense costs incurred.

Payment for Phase V work shall be in accordance with Mead & Hunt Inc.'s Western Standard Billing Rate Schedule, 2016, attached to this scope of services.

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2016

Standard Billing Rates

Clerical	\$77.00 / hour
Interior Designer, Technical Editor	\$103.00 / hour
Senior Editor	\$152.00 / hour
Registered Land Surveyor	\$117.00 / hour
Accounting, Administrative Assistant	\$95.00 / hour
Technician I, Technical Writer	\$88.00 / hour
Technician II, Surveyor - Instrument Person	\$103.00 / hour
Technician III	\$111.00 / hour
Technician IV	\$134.00 / hour
Senior Technician	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$133.00 / hour
Engineer III, Scientist III, Architect III, Planner III	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$216.00 / hour
Senior Associate	\$263.00 / hour
Principal	\$273.00 / hour
Senior Client/Project Manager	\$273.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.


Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2016, and will remain in effect until December 31, 2016, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf
From: Doug McCoy, Director, Administrative Services 
Date: September 27, 2016
Re: Landscape Services Amendment #2

Recommendation

It is recommended that the Board approve Amendment #2 for the County landscaping services agreement with Botanica Landscapes, and authorize chair to execute same.

Background

An agreement was entered in to with Botanica Landscapes in May 2012 after a formal solicitation process. Amendment #1 was completed in 2014 to extend the agreement for 2 years and add on the Courthouse pit.

Discussion

Amendment #2 extends the term of landscape services for a one year term. In addition, adds services to the airport, which were previously under the Public Works contract; and for the new Victim Services facility on 6th Street.

Committee Action

Due to the routine nature of this action, it has been brought directly to your Board for consideration.

Financial Impact

The financial impact to the General Fund is an increase in appropriation to 101-0900-417-1810 for services at the new Victim Services facility. All other costs have been budgeted in their respective accounts.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY ADMINISTRATIVE SERVICES**

AMENDMENT # 1

This is the first amendment to the agreement, dated May 15, 2012, for Landscaping Services between the County of Yuba (COUNTY) and United Landscape Resource, Inc. dba Botanica Landscapes. (CONTRACTOR).

Pursuant to Operative Provision D.23, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Page 1 of 4, Item 2, Term: Extend the Term of the Agreement for 2 years

Commencement Date: May 15, 2012

New Termination Date: May 15, 2016

- (2) Attachment A, Scope of Services: Add an additional facility to the agreement

Add services to the Courthouse Pit for \$60 per month

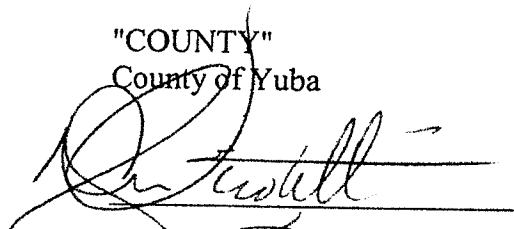
- (3) Attachment B, Payment: Increase the contract total from \$125,000 for the agreement term of May 15, 2012 through May 15, 2014 to \$300,000 for the new agreement term of May 15, 2012 through May 15, 2016.

All other terms and conditions remain unchanged.


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

June 10, 2014.

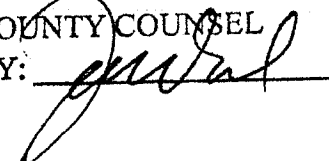
"COUNTY"
County of Yuba


Chair

"CONSULTANT"
Botanica Landscapes


Ed Clavel

APPROVED AS TO FORM AND CONTENT
ANGIL P. MORRIS-JONES

COUNTY COUNSEL
BY: 

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

By: 

Date: June 11, 2014

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: May 15, 2012

Termination Date: May 15, 2014

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

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

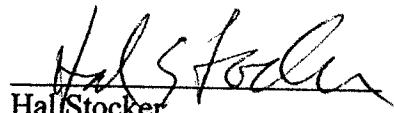
All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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

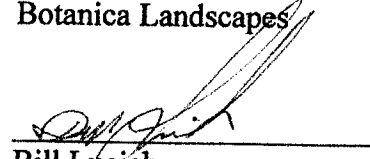
9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on MAY 15, 2012.


"COUNTY"
COUNTY OF YUBA


Hal Stocker,
Chair

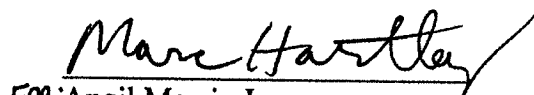
"CONTRACTOR"
Botanica Landscapes


Bill Lucich,
Owner

INSURANCE PROVISIONS
APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


FOR: Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. TURF AREAS:

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

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

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

A.1.3 TREES

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

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

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

A.1.5 SOIL AERATION

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

A.1.6 IRRIGATION SYSTEMS

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

A.1.7 ATRIUMS

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

A.1.8 ADDITIONAL WORK

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

A.1.9 SERVICE LOCATIONS

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

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

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

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

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

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

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services
ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

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

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

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT F

CONTRACTOR'S PROPOSAL

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

BOTANICA LANDSCAPES

COMMERCIAL • RESIDENTIAL

August 26, 2010

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

Phone: 530-749-7882

Fax: 530-749-7884

Email: aarmstrong@co.yuba.ca

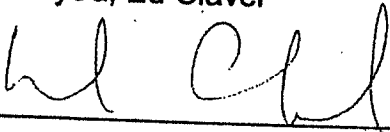
County Facility Landscaping Services Proposal #2

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

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

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

Thank you, Ed Clavel



signed 8-26-10 date

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

X
Authorized Signature

Date



**COUNTY OF YUBA
PRICE PROPOSAL FORM**

Page 2 of 2

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

Location	Proposal #1	Proposal #2
Government Center 915 8 th Street Marysville, CA 95901	\$ 400. ⁰⁰	\$ 419. ⁰⁰
Packard Facility 5730 Packard Avenue Marysville, CA 95901	\$ 2427. ⁰⁰	\$ 2540. ⁰⁰
Library 303 2 nd Street Marysville, CA 95901	\$ 256. ⁰⁰	\$ 268. ⁰⁰
Courthouse 215 5 th Street Marysville, CA 95901	\$ 515. ⁰⁰	\$ 539. ⁰⁰
North Annex 935 14 th Street Marysville, CA 95901	\$ 702. ⁰⁰	\$ 734. ⁰⁰

COUNTY OF YUBA
Botanica Landscapes – Landscape Services

ATTACHMENT G
REQUEST FOR PROPOSAL

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

County Facility Landscaping Services



PROPOSAL DUE DATE:

Thursday, August 19, 2010

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

I. SCOPE OF WORK

Services to be provided to the County include:

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

A. TURF AREAS:

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

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

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

C. TREES

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

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

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

E. SOIL AERATION

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

F. IRRIGATION SYSTEMS

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

G. ADDITIONAL WORK

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

Your bid submission should include 2 proposals:

PROPOSAL #1: Items A-G Only

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

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

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

Table A

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

II. STATEMENT OF QUALIFICATIONS

All submissions should include the following information:

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

III. ADDITIONAL REQUIREMENTS

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

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

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

IV. EVALUATION CRITERIA

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

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

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

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

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

V. PRE-PROPOSAL BIDDERS CONFERENCE

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

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

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

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

VI. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

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

VII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

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

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

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- f.) **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Thursday, August 19, 2010 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.

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

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

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

**COUNTY OF YUBA
PRICE PROPOSAL FORM**

Page 1 of 2

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

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

COUNTY FACILITY LANDSCAPE MAINTENANCE

RFP NAME:

FIRM NAME:

CONTACT NAME:

ADDRESS OF FIRM:

TELEPHONE:

EMAIL ADDRESS:

FEDERAL ID NUMBER:

DUNS NUMBER:

AUTHORIZED SIGNATURE:

TITLE:

MONTHLY RATE:

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

LABOR RATE \$ _____ PER HOUR

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

**COUNTY OF YUBA
PRICE PROPOSAL FORM**

Page 2 of 2

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

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

Insurance Requirements for Contractors/Consultants

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a

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

Other Insurance Provisions

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

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

Waiver of Subrogation

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

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**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY ADMINISTRATIVE SERVICES**

AMENDMENT # 2

This is the second amendment to the agreement, dated May 15, 2012, for Landscaping Services between the County of Yuba (COUNTY) and United Landscape Resource, Inc. dba Botanica Landscapes. (CONTRACTOR).

Pursuant to Operative Provision D.23, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Page 1 of 4, Item 2, Term: Extend the Term of the Agreement for 2 years

Commencement Date: May 15, 2012

New Termination Date: May 15, 2017

- (2) Attachment A, Scope of Services: Add an additional facility to the agreement

Add services to the Airport for \$560/per month

Add services to 209 6th Street (New Victim Services Location) for \$80/per month

- (3) Attachment B, Payment: Increase the contract total from \$300,000 for the agreement term of May 15, 2012 through May 15, 2016 to \$375,000 for the new agreement term of May 15, 2012 through May 15, 2017.


All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 2 to the Agreement on

_____ 2016.


"COUNTY"
County of Yuba

"CONSULTANT"
Botanica Landscapes



Ed Clavel

Chair

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

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The County of Yuba

Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

417-0916
(417-0916) Adopt... - 1 of 8



To: Board of Supervisors
Cc: Robert Bendorf, County Administrator
From: C. Richard Eberle, Auditor-Controller *RE*
Date: September 27, 2016
Subject: Budget Approval for FY 2016-17

Recommendation

Approve resolution authorizing budget for fiscal year 2016-2017

Background

As required by Government Code Section 29000 (et seq), the Board of Supervisors must formally adopt, by resolution, the budget for each fiscal year.

Discussion

The Board of Supervisors has completed the final budget hearings and has approved the results of those hearings. The Board must now formally adopt a budget for the fiscal year 2016-2017.

Committee Action

This action was not presented to a sub-committee.

Fiscal Impact

This resolution has significant fiscal impact. Not formally adopting a budget prevents expenditures from being made and exposes county personnel to increased personal financial risk.

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**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

RESOLUTION ADOPTING BUDGET)
FOR FISCAL YEAR 2016-17)

RESOLUTION NO. _____

WHEREAS, all necessary estimate of revenues, expenditures, interfund transfer, and reserves for the 2016-17 fiscal year were prepared and filed; the proposed budget was adopted and printed; and hearings thereon were noticed and held as require by Chapter 1, Division 3, Title 3 of the Government Code (Section 29000 et seq.); and

WHEREAS, this Board has made such revisions of, deductions from, and increase or additions have been proposed in writing and filed with the Board of Supervisors prior to the conclusion of said hearings.

NOW, THEREFORE IT IS FOUND AND DECLARED that all proceedings required by law have been duly had and regularly taken concerning the adoption of the final budget for the County of Yuba for the fiscal year commencing on July 1, 2016.

BE IT FURTHER RESOLVED that the appropriation for each budget unit which constitutes the respective totals for each of the objects and sub-objects of the expenditures listed in the proposed budget and revised through additions or subtractions are hereby adopted by reference; that the expenditure amounts shown therein and as set forth herewith are hereby appropriated for the purposed stated; and that the provisions for contingencies set forth in said budget shall be as therein stated.

ACCORDINGLY, IT IS RESOLVED AND ORDERED that the Final Budget of the County of Yuba for the fiscal year 2016-17, as shown in Exhibit A, which is included in incorporated herein, be and is hereby adopted.

///

BE IT FURTHER RESOLVED that the means of financing the expenditure and reserve provisions set for the in said budget shall be by monies derived from Revenue to Accrue, Fund Balance Available, and Ad Valorem Taxes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors at the County of Yuba, State of California, on the _____ day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors

ATTEST:

DONNA STOTTLEMEYER
CLERK OF THE BOARD OF
SUPERVISORS

APPROVED AS TO FORM:

ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

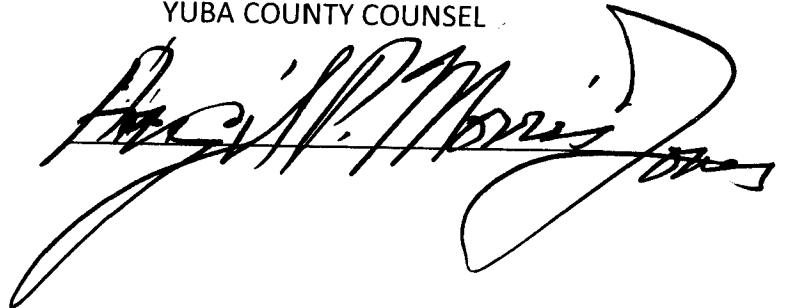


Exhibit A

Budget Fiscal Year 2016-2017**County Governmental Budget Summary**

Salaries & Employee Benefits		\$	81,009,748
Services & Supplies			51,921,822
Other Charges			44,663,929
Fixed Assets:			
Land			-
Improvements	10,777,410		
Equipment	486,350		
Infrastructure	500,000		
Total Fixed Assets			11,763,760
Expenditure Transfers & Reimbursements			(14,973,236)
Net A-87 Charges			(155,844)
Provisions for Contingencies:			
General Fund			
	Special Projects		
	Other		934,954
Reserves:			
Capital Reserves			500,000
General Reserves			157,412
Total Budgeted Appropriations		\$	<u>175,822,545</u>
Encumbrances			
Salaries & Benefits			-
Services & Supplies			56,916
Fixed Assets:			
	Equipment		-
Total Encumbrances			<u>56,916</u>
Total General County Budgeted Appropriations		\$	<u>175,879,461</u>

Exhibit A

Budgeted Revenues

Taxes	16,910,525
Licenses & Permits	3,563,984
Fines, Forfeitures, Penalties	779,947
Interest & Use of Property	1,126,331
Intergovernmental Revenue	101,059,252
Charges for Services	14,589,955
Other Financing Sources	26,808,938

Total County Budgeted Revenue	\$ 164,838,932
Ongoing Revenues less Expenditures	\$ (11,040,529)
Use of Cash Balance as of 6/30/2016	\$ 11,040,529
Budgeted Revenues less Expenditures	\$ -

Proprietary Funds

	Enterprise Airport	Internal Service Funds				
		Auto Service	Sheriff Auto Service	IT Infrastructure	Worker's Comp Insurance	Liability Insurance
Salaries & Employee Benefits	\$ 148,132					
Services & Supplies	240,952	\$ 672,625	450,035	\$ 682,562	\$ 1,982,644	\$ 1,113,405
Other Charges	119,865					1,372,000
A-87 Charges	11,116	(42,063)	9,885	2,646	11,455	51,852
Fixed Assets:						
Land						
Improvements						
Equipment			320,000			
Exp. Transfers & Reimbursements	-	-	-	-	-	-
Reserves:						
Capital Reserves	-	-	-	-	-	-
General Reserves	-	-	-	-	-	-
Total Budgeted Appropriations	\$ 520,065	\$ 630,562	\$ 779,920	\$ 685,208	\$ 1,994,099	\$ 2,537,257
Encumbrances						
Salaries & Benefits	-	-	-	-	-	-
Services & Supplies	-	-	-	-	-	-
Fixed Assets:						
Equipment	-	-	-	-	-	-
Total Encumbrances	-	-	-	-	-	-
Total Budgeted Appropriations	\$ 520,065	\$ 630,562	\$ 779,920	\$ 685,208	\$ 1,994,099	\$ 2,537,257
Budgeted Revenues						
Taxes	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	-	-
Fines, Forfeitures, Penalties	-	-	-	-	-	-
Interest & Use of Property	-	-	-	-	-	-
Intergovernmental Revenue	157,508	-	-	-	-	-
Charges for Services	362,557	\$ 630,562	\$ 779,920	\$ 685,208	\$ 1,994,099	\$ 2,537,257
Other Financing Sources		-	-	-	-	-
Total County Budgeted Revenue	\$ 520,065	\$ 630,562	\$ 779,920	\$ 685,208	\$ 1,994,099	\$ 2,537,257
Ongoing Revenues less Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Proprietary Funds

	Internal Service Funds					ISF Totals
	Health Insurance	General Insurance	Unemployment Insurance	Short Term Disability Insurance		
Salaries & Employee Benefits	-	-	-	-	-	-
Services & Supplies	\$ 12,123,794	\$ 76,105	\$ 9,209	\$ 46,875		17,157,254
Other Charges		123,806	739,336	182,040		2,417,182
A-87 Charges	131,294	(13,735)	(6,741)	100		144,693
Fixed Assets:						
Land	-	-	-	-	-	-
Improvements	-	-	-	-	-	-
Equipment	-	-	-	-	-	-
Exp. Transfers & Reimbursements	-	-	-	-	-	320,000
Reserves:						
Capital Reserves	-	-	-	-	-	-
General Reserves	-	-	-	-	-	-
Total Budgeted Appropriations	\$ 12,255,088	\$ 186,176	\$ 741,804	\$ 229,015	\$ 20,039,129	
Encumbrances						
Salaries & Benefits	-	-	-	-	-	-
Services & Supplies	-	-	-	-	-	-
Fixed Assets:						
Equipment	-	-	-	-	-	-
Total Encumbrances	-	-	-	-	-	-
Total Budgeted Appropriations	\$ 12,255,088	\$ 186,176	\$ 741,804	\$ 229,015	\$ 20,039,129	
Budgeted Revenues						
Taxes	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	-	-
Fines, Forfeitures, Penalties	-	-	-	-	-	-
Interest & Use of Property	-	-	-	-	-	-
Intergovernmental Revenue	-	-	-	-	-	-
Charges for Services	\$ 12,255,088	\$ 186,176	\$ 741,804	\$ 229,015	\$ 20,039,129	
Other Financing Sources	-	-	-	-	-	-
Total County Budgeted Revenue	\$ 12,255,088	\$ 186,176	\$ 741,804	\$ 229,015	\$ 20,039,129	
Ongoing Revenues less Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The County of Yuba

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

SEPTEMBER 13, 2016 - MINUTES



- 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 Consent Agenda

MOVED: Mary Jane Griego SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

A. Auditor-Controller

1. (387-0916) Adopt resolutions establishing appropriation limits for county-wide and Special Districts for Fiscal Year 2016-2017. Adopted Resolution Nos. 2016-84 and 2016-85 respectively, which are on file in Yuba County Resolution Book No. 47.
2. (388-0916) Adopt resolutions establishing county-wide and Special District tax rates for Fiscal Year 2016-2017. Adopted Resolution Nos. 2016-86 and 2016-87 respectively, which are on file in Yuba County Resolution Book No. 47.

B. Board of Supervisors

1. (389-0916) Adopt resolution repealing and reinstating Rules of Procedures providing for the Government of the Board of Supervisors for the Preservation of Order and Transaction of Business. Adopted Resolution No. 2016-88, which is on file in Yuba County Resolution Book No. 47.

C. Clerk of the Board of Supervisors

1. (390-0916) Reappoint James Purcell to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term to end September 13, 2017. Approved.
2. (391-0916) Approve meeting minutes of August 9, 16, 17, 23, and September 6, 2016. Approved as written.
3. (392-0916) Approve bylaws of the Community Services Commission. Approved.

D. Community Development and Services

1. (393-0916) Approve plans, specifications and estimate, and authorize advertisement of bids with a bid opening date of October 28, 2016 for Intersection Improvements at Olivehurst Avenue, Powerline Road and Chestnut Road pending Caltrans authorization. Approved.
2. (394-0916) Adopt resolution authorizing Chair to sign Quitclaim Deed releasing former Magnolia Ranch Project of the development agreement. Adopted Resolution No. 2016-89, which is on file in Yuba County Resolution Book No. 47.
3. (395-0916) Adopt resolution authorizing Public Works Director to complete purchase of 2.2 acres, APN 019-270-040, for \$165,000 for Goldfields Parkway Project, and to execute all documents necessary to complete purchase/escrow subject to County Counsel review. Adopted Resolution No. 2016-90, which is on file in Yuba County Resolution Book No. 47.
4. (396-0916) Approve indemnity agreement with Recology for maintenance of Ostrom Road from Recology's facility entrance at 5900 Ostrom Road eastward to its terminus and authorize Chair to execute. Approved.

E. Clerk Recorder/Registrar of Voters

1. (397-0916) Adopt resolution appointing designated members in lieu of election to Board of Directors for Special Districts. Adopted Resolution No. 2016-91, which is on file in Yuba County Resolution Book No. 47.

F. Emergency Services

1. (398-0916) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code §8630. Adopted Resolution No. 2016-92, which is on file in Yuba County Resolution Book No. 47.

G. Health and Human Services

1. (399-0916) Approve grant agreement with California Office of Traffic Safety in the amount of \$75,000 for a period of October 1, 2016 through September 30, 2017 for safety and inspection events and authorize Chair to accept funds and execute all documents as required. (Human Services Committee recommends approval). Approved.
2. (400-0916) Adopt resolution authorizing Director of Health and Human Services to amend 14Forward Emergency Temporary Shelter agreement and related documents upon review and approval of County Counsel. Adopted Resolution No. 2016-93, which is on file in Yuba County Resolution Book No. 47.
3. (401-0916) Approve agreement with Yuba College District for counseling services for July 1, 2016 through June 30, 2018 with a contract fee not to exceed \$26,666 per fiscal year, authorize Chair to execute agreement and any amendments thereto upon review and approval of County Counsel. Approved.

H. Information Technology

1. (402-0916) Adopt resolution to approve and authorize the purchase of additional services with RFI Enterprises for camera installations and replacement projects within the county upon review by County Counsel. Adopted Resolution No. 2016-94, which is on file in Yuba County Resolution Book No. 47.

IV. SPECIAL PRESENTATION

- A. (403-0916) Receive update on plans and progress from Golden Empire Council of the Boy Scouts of America on property known as 4H Camp. (Fifteen minute estimate) (No background material) Mr. Chuck Brasfield recapped activities, and progress including the following:
- Applied Forest Management hired to conduct timber harvest in November
 - Use of the facility by various groups
 - Upcoming construction costs, permits, and master plan
 - Perimeter road approved by Cal Fire
 - Construction on new facilities to begin January 2017

Mr. Brasfield provided engineering maps and responded to Board inquiries.

V. PUBLIC COMMUNICATIONS:

- Program Manager Jason Roper provided an update on Victim Services move to new facility on September 28 and 29, and open house scheduled in October
- Ms. Cindie Fonseca – Regional Director of SEIU local 2015 support wage increase for IHSS providers
- Ms. Abby Reeve - support wage increase for IHSS providers
- Ms. Nancy Jackson - support wage increase for IHSS providers
- Ms. Tracy Hammond - support wage increase for IHSS providers
- Ms. Ashlee Hoffman - support wage increase for IHSS providers
- Mr. Eric Paredes - support wage increase for IHSS providers
- Mr. Peter Minett - support wage increase for IHSS providers
- Mr. Dupois Brock - support wage increase for IHSS providers

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. (404-0916) Provide staff direction on procuring unarmed building security for County facilities. (Ten minute estimate) Director Doug McCoy recapped security services for county facilities and received Board direction and consensus to explore available services and costs.

The following individual spoke: Mr. Michael Hahn, Elite Security

2. (405-0916) Authorize removal of Marble tablets bearing the names of Yuba County's World War One fallen veterans at Yuba County Courthouse to Veteran's Memorial Center in Marysville. Director Doug McCoy recapped request to move memorial tablets and responded to Board inquiries.

The following individual spoke: Mr. Ray Bull, Manager of Veteran of Foreign Wars Post 948.

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

B. Board of Supervisors

1. (406-0916) Approve participation in Regional Homelessness Leadership Committee and designate a board member and alternate to serve. (Fifteen minute estimate) County Administrator Robert Bendorf

recapped draft plan for Regional Homelessness issues. Health and Human Services Director Jennifer Vasquez provided an update on 14Forward which included daily usage, established waiting list, medical services provided including dental and mental health services.

MOTION: Move to approve and designate Supervisor Vasquez alternate

MOVED: Randy Fletcher SECOND: Andrew Vasquez

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

- A. (407-0916) Hold public hearing, waive reading and introduce ordinance amending Section 9.15.041 of Yuba County Ordinance Code to establish speed limit of 30 miles per hour on Country Club Road from Feather River Boulevard westerly to end of Country Club Road. (Land Use and Public Works Committee recommended approval). (Roll Call Vote) (First reading) (Five minute estimate) Director Mike Lee recapped project and indicating completed traffic study supports a speed limit of 30 mph. Mr. Lee advised TRLIA has requested this be considered as an urgency ordinance.

TRLIA Executive Director Paul Brunner advised restricted access had resulted in higher instances of vandalism to gates, orchards, and levees; and it would be beneficial to have speed limit signs in place prior to opening the access gate.

County Counsel Angil Morris-Jones recapped findings necessary for an urgency ordinance.

Following Board discussion County Administrator Robert Bendorf addressed specific inquiries relating to enforcement concerns.

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

MOTION: Move to waive reading and introduce ordinance

MOVED: Mary Jane Griego SECOND: Andrew Vasquez

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- B. (408-0916) Hold public hearing and adopt findings of urgency (4/5 vote required. Roll Call Vote). Hold public hearing and adopt urgency ordinance enacting Chapter 7.20 of the Yuba County Ordinance Code establishing minimum health and safety standards related to emergency homeless shelters and facilities, owned, operated, leased or maintained, or any combination thereof by the County. (4/5 vote required. Roll Call Vote) (Fifteen minute estimate) Code Enforcement Manager Jeremy Strang recapped urgency ordinance, findings to support action, and responded to Board inquiries.

Supervisor Griego left the meeting at 11:27 a.m.

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

MOTION: Move to close public hearing and make findings of urgency

MOVED: Andrew Vasquez SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Roger Abe, Randy Fletcher

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

By roll call vote, the Board adopted urgency findings

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

MOTION: Move to close public hearing and adopt urgency ordinance
 MOVED: Andrew Vasquez SECOND: Randy Fletcher
 AYES: Andrew Vasquez, John Nicoletti, Roger Abe, Randy Fletcher
 NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

By roll call vote, adopted Urgency Ordinance No. 1558, which is on file in Yuba County Ordinance Book No. 25.

VIII. CLOSED SESSION The Board retired into closed session at 11:35 a.m. and returned at 12:45 p.m. County Administrator Robert Bendorf left closed session at 12:20 p.m.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/County of Yuba No Report.
- B. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case No Report.
- C. Personnel pursuant to Government Code 54957(b)(1) - Public Appointment/Public Guardian No Report.
- D. Pending litigation pursuant to Government Code 54956.9(d)(1) - Fellowship of Friends vs. Yuba County No Report.

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

- A. (409-0916) Notice from Federal Energy Regulatory Commission regarding Pacific Gas and Electric Camp Far West Transmission Line Project. Received.

X. 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.

Supervisor Vasquez:

- 9/11 Remembrance Ceremony
- Community Cleanup October 29 at Yuba County Airport

Supervisor Nicoletti:

- Chamber of Commerce Government Affairs Committee held September 13
- Mary Aaron Museum 160 years celebration held September 10
- Golf tournament at Beale held September 9
- Rename Ellis Lake island to Henry Delemare Island
- Habitat for Community Appreciation Dinner
- 9/11 Remembrance Ceremony at Calvary Temple

Supervisor Griego rejoined the meeting at 12:47 p.m.

Supervisor Fletcher - Meetings attended:

- August 25 Flood update with MBK Engineering
 - August 26 Yuba County Water Agency meeting
- Tour of United Kingdom, Scotland, Ireland

Supervisor Abe - Meetings attended:

- August 31 Feather River steering committee
- September 1 CSAC meeting
- September 1 Welcome dinner for new Beale Commander
- September 2 Health Department survey for healthy stores
- September 9 delivered hog for Employee Appreciation lunch
- September 9 OPUD liaison committee meeting
- Memorial Adjournment – Ms. Margaret Thompson and Mr. Jim Fukui

XI. ADJOURN 12:58 p.m. in memory of Ms. Margaret Thompson and Mr. Jim Fukui.

Chair

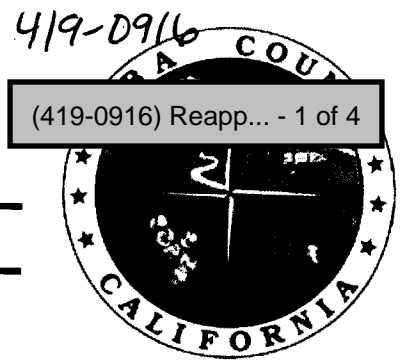
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By Rachel Ferris, Deputy Clerk


Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Child Care Planning Council – Child Care Provider Representative

Date: September 27, 2016

Recommendation

Reappoint Kathy Woods to the Child Care Planning Council of Yuba and Sutter Counties as Child Care Provider representative for a term ending September 30, 2019.

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 updated bi-monthly. Ms. Woods has been serving on this council since July 5, 2000 and would like to continue serving.

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

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.

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(419-0916) Reapp... - 3 of 4

Clerk/Board of Supervisors

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES
MEMBERSHIP APPLICATION

Name Kathy Woods
Home Address 3233 Rocky Road City Olivehurst Zip 95961
Agency Marysville Joint Unified School District Title Child Development Director
Business Address 1919 B Street City Marysville Zip 95901
Day Phone 530-749-6162 Fax 530-741-6019 E-Mail kwoods@mjUSD.com

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

1. Consumer of Child Care Services-using child care or have used it within the past 36 months.

Are you currently receiving child care? ☐ Yes ☐ No Date last used it: _____

Name of Provider _____ City _____

2. Child Care Provider-please check the type of care you provide:

☐ a) licensed family child care provider (# of children licensed for _____)

☒ b) licensed & publicly funded child care center (# of children licensed for 550)

Center Name MJUSD State Preschool City Marysville, Olivehurst, Yuba Feather

☐ c) licensed, private for profit, or private non profit child care center (# of children _____)

Center Name _____ City _____

☐ d) license exempt child care provider (# of children licensed for _____)

Program Name if applicable _____

3. Community Representative-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization _____

Location of Agency _____ Service Area _____

4. Public Agency Representative-including city, county, and local education agencies.

Agency _____ City _____

5. Discretionary Category-Please describe

- B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION** (419-0916) Reapp... - 4 of 4
- AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

☒ White (includes Indo-European, Pakistani, East Indian)

☐ Black (includes African, Jamaican, Trinidadian, and West Indian)

☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)

☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)

☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)

☐ Filipino (includes only Filipino)

☐ Other _____

- C. MEMBERSHIP RESPONSIBILITIES** – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?
☐ Yes ☐ No

- D. INVOLVEMENT** – Please describe related organizations with which you are currently involved.

- E. APPLICANT INTERESTS** – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

Provide ongoing advocacy and professional growth opportunities for our early childhood educators.

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 _____

Mail application to: Yuba County Board of Supervisors, 915 8th Street, Suite 109, Marysville, CA 95901

For more information call 530-749-3276 Ext. 106

FOR OFFICE USE ONLY: The Council recommends appointment ☐ Yes ☐ No

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



420-0916
(420-0916) Appro... - 1 of 44

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

September 27, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJECT: APPROVE A THREE YEAR AGREEMENT FOR CONTRACTOR SERVICES WITH BOTANICA LANDSCAPES FOR LANDSCAPE MAINTENANCE IN THE LINDA COMMUNITY

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the attached three (3) year agreement with Botanica Landscapes to provide maintenance services for various County parks and County Service Area (CSA) streetscape corridors in the Linda Community.

BACKGROUND:

Public Works is charged with maintaining numerous parks and streetscape improvements throughout the County, a service which has been typically contracted to an outside vendor. The preceding contract is scheduled to expire on September 30, 2016 and in anticipation, Public Works solicited bids for a new three year park and landscape maintenance agreement. Bids were received on September 1, 2016, and Botanica Landscapes was the apparent low bidder.

DISCUSSION:

As partners in the preceding agreement, Botanica Landscapes has served Yuba County well and is able to factor additional costs savings into the upcoming contract. In addition to their lower price, the County will be able to realize secondary savings in management costs as Botanica is already familiar with the County's complex Rainmaster Irrigation system, eliminating a learning curve or staff intervention. Furthermore, they have been able to streamline their services throughout Yuba County to create a more efficient process in handling routine maintenance as well as unforeseen callouts.

COMMITTEE ACTION:

Due to time constraints, the Land Use and Public Works Committee was bypassed for this budgeted item.

FISCAL IMPACT:

The basic cost for the landscaping maintenance is \$3,242 per month, with repairs costing additional. With this new contract, the County will realize a cost savings of 26% compared to the preceding contract for this area. The landscape maintenance costs will be covered using CSA revenues.

**AGREEMENT FOR
CONTRACTOR SERVICES
COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT
FOR THE LINDA COMMUNITY**

THIS AGREEMENT for COUNTY PARK and STREETScape MAINTENANCE FOR THE LINDA COMMUNITY ("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

**BOTANICA LANDSCAPES
"CONTRACTOR"**

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A.1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.6.

2. TERM.

Commencement Date: **October 1, 2016**

Termination Date: **September 30, 2019**

The contract may be extended for two (2) additional one (1) year periods for a total contract period, not to exceed five (5) years, upon satisfactory contract performance and upon approval each year by written, mutual Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) 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. 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.

6. DESIGNATED REPRESENTATIVES.

Michael Lee, Public Works Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Ed Clavel is the authorized designated representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

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

- Attachment A - Service Specifications
- Attachment B - Payment
- Attachment C - Bid Proposal
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Site Locations
- Attachment G - Monthly Maintenance Checklist

8. 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 _____, 2016.

"COUNTY"

"CONTRACTOR"

_____, Chair
Yuba County Board of Supervisors

Ed Clavel

INSURANCE PROVISIONS
APPROVED

Jill Abel
Jill Abel,
Risk Manager

ATTEST:

Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Angil Morris-Jones
Angil Morris-Jones,
County Counsel

ATTACHMENT A
COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT
SERVICE SPECIFICATIONS

A.1 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated 2015, the County of Yuba Improvement Standards dated February 1995, and Yuba County Standard Plans dated September 2009, American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, as the same may apply, and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

A.2 SCOPE OF SERVICES AND DUTIES:

A.2.1 GENERAL

The County of Yuba wishes to enter into a three (3) year agreement with a contractor to provide the service of landscape maintenance for various parks and streetscape corridors. The contract may be extended for two (2) additional one (1) year periods for a total contract period not to exceed five (5) years upon satisfactory contract performance and upon approval each year by written, mutual Agreement.

Landscape maintenance for this contract will be in CSA 52, 52B, and 52C, as well as landscaping along North Beale Road. Any additional landscape area assumed by the County from October 1, 2016 to September 30, 2019 or during any additional one (1) year periods may also be added as an amendment to this contract at the per square feet rate in the Bid Proposal, unless a written request by the contractor is submitted for a different rate, together with an explanation as to why. Please see Appendix A for detailed location information. Landscaped areas are generally, but not limited to, roadway center medians, between roadway curbs and masonry walls, or within County maintained parks.

A.2.2 STATE LICENSE

Landscape Contractor shall be required to possess a State of California C-27 landscape contractor's license and a pesticide applicators/operators certificate prior to signing a written agreement with the County.

A.2.3 SAFETY

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

A.2.4 WORK SCHEDULES

All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Public Works Department who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies. Hours of work shall not begin prior to 7:00 AM or extend beyond 9:00 PM Monday through Friday, unless approved in writing by the Public Works Department.

A.2.5 RESPONSE TO CALLS AND EMERGENCY SITUATIONS

The Contractor shall be required to respond immediately within two (2) hours to any inquiries, telephone calls, and emergency situations as directed by the Public Works Department. The Contractor shall have the ability to be contacted by two-way radio service or cell phone service from Contractor's office whenever such situations occur.

Should the Contractor fail to respond to emergency situations within two (2) hours, the County, at its sole discretion, may choose to correct the emergency. Any costs incurred by the County will be subtracted from the Contractor's monthly compensation. Examples of emergency situations include fallen tree limbs, malfunctioning equipment (e.g. controllers, valves, sprinkler heads, etc.), and unscheduled running of water.

A.2.6 WORK DEFICIENCIES AND CORRECTIONS

Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the County or prior to the next scheduled watering time. Malfunctions resulting in continuously running water or water going to waste shall be repaired within two (2) hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the County. Should the scheduled work activity frequencies be less than five (5) days, the schedule of work to be performed shall take precedent and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the Public Works Department and request inspection of the corrective work. Deficiencies that were not completely corrected shall be done so within forty-eight (48) hours of being notified that deficiencies still persist.

A.2.7 LITTER CONTROL

All areas, including drainage inlets, pipes, pavement, concrete, bark or turf, shall be kept free of all debris from leaves, trimmings, and grass cuttings; and free of all litter, including but not limited to broken glass, paper, plastics, bags, etc. Debris shall not be blown into streets, unless removed afterwards, or onto adjoining properties. The Contractor shall be responsible for the removal of such debris and emptying and replacing the liners of any trash receptacles within or adjacent to the landscape area at least once a week. Trash receptacles that fill more frequently shall be replaced at least twice a week.

For all parks included or later added to this contract, the Contractor shall be responsible for the removal of such debris, emptying of trash receptacles and replacing the liners at least five times a week.

A.2.8 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor, at their own cost and expense, shall furnish all necessary vehicles, equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not be limited to:

- A. All necessary gas, oil and parts for all equipment.
- B. All necessary pesticides including: fertilizers, herbicides, insecticides, and fungicides.
- C. All necessary horticultural supplies.
- D. Lawn mower, edger, weed eater, hedge trimmer, blower, power washer, and all necessary hand tools.

A.2.9 IRRIGATION

The Contractor shall have a comprehensive working knowledge of the operation and maintenance of the Rainmaster Evolution DX2 irrigation control system. This includes, but is not limited to, the irrigation controllers, repeaters, weather stations, remote access, and the capability to access the system from a computer terminal. The Contractor shall be expected to maintain the County's Rainmaster irrigation system, including the required adjustments from both the field and an accessible remote computer terminal. Formal training from John Deere's Greentech Division in the Evolution software is strongly encouraged.

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines and/or drip systems, potable tank water system, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times to ensure the health of all plants, and to minimize inconvenience to people using the area. Automatic irrigation shall normally take place at night or early morning hours before 7:30 AM. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities including, but not limited to ponding or the formation of ice.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The Contractor shall check the effect of the watering program weekly. At least once every two (2) weeks, this review shall consist of probing in at least one (1) area covered by each sectional valve and ascertaining the anticipated water requirements and adjusting the system or watering schedule accordingly. During the wet weather months, the system shall be adjusted as needed to minimize water usage and overwatering during extended periods of rain, or the system may be discontinued until the spring. In declared drought situations, the irrigation water quantities shall be discussed with the Public Works Department to determine an appropriate water amount/schedule to comply with any state or local watering restrictions.

Particular attention shall be given to avoid exceeding the soil absorption rate. Where more water is required than can be applied at one time, Contractor shall set the automatic timer for repeat cycles at short

intervals to satisfy the water demand. In no case shall the holding capacity of the soil be exceeded to allow run-off of water to go to waste. All irrigation controllers shall be turned off or set to turn off during periods of rain by the Contractor, and turned on and reprogrammed at the completion of each rainy period. Irrigation schedules shall be provided on a schedule as determined by the original Landscape architect or as approved by the Public Works Department.

The Contractor shall be responsible for the routine maintenance of all irrigation systems and their parts, excluding phone lines and electric pedestals and meters. Included in the system are: irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, backflow devices and vandal proof enclosures. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. The Contractor is required to adjust the height of sprinkler heads in turf and groundcover areas to ensure proper coverage. Excavating around sprinkler heads in order to assure proper coverage from sprinklers is strictly prohibited. All supplies and parts needed for replacements and/or repairs and the labor to perform the repairs shall be reimbursed by the County.

A.2.10 FERTILIZATION

The Contractor shall fertilize all turf grass a minimum of four (4) times a year on a schedule to be approved in advance by the Public Works Department. All shrubbery and groundcover shall be fertilized once a year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete fertilizer such as 24-3-10 Turf K by Best Fertilizer and applied at the rate of 325 lbs. per acre. Shrubs and groundcover shall be fertilized with 15-15-15 at least once per year in the fall at the rate of 275 lbs. per acre.

A.2.11 SOIL AERIFICATION

The Contractor shall be responsible for soil aerification for all turf grass areas one (1) time per year, in the fall. Aerification shall be done with a power-driven or tractor-pulled aerifier using a 1/2-inch coring tine. The Public Works Department shall be notified with a written schedule one (1) week prior to the date of aerification commencement. The contractor shall be responsible for repairing any damage caused by aerification at no additional cost to the County.

A.2.12 PEST MANAGEMENT

The Contractor shall be responsible for the control and elimination of insects, rodents, and diseases negatively affecting plant material or causing an unsafe physical environment.

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the County prior to beginning any pest control operations. These shall include, but not limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California,

Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Yuba County Agricultural Commissioner. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Public Works Department a copy of all monthly pesticide use reports.

A.2.13 WEED CONTROL

The Contractor shall be responsible for the control and elimination of weeds and alike. All turf grass areas shall be evaluated and treated for broadleaf weed control two (2) times a year on a schedule and with a method and/or product as recommended by a State of California Department of Pesticide Regulation and Agricultural Pest Control Advisor to ensure maximum control. All planter bed and hardscape areas shall be kept in a friable condition and free of weeds at all times. Weeds shall be treated or removed within two (2) days of emergence. Weeds that were previously treated shall be removed during the next visit by the Contractor's workforce. Herbicides, which require more than three (3) days to effectively eradicate weeds, shall not be approved for use. No chemicals shall be applied to any vegetation in a detention basin or upon a slope leading into a drainage canal or waterway. Hand weeding of the planters shall be the preferred method for weed control.

If the Contractor fails to remove weeds in a timely manner as stated above, then the Public Works Department will submit a Failure to Perform Notice to the Contractor in writing. When the Contractor receives a Failure to Perform Notification, the Contractor shall then reduce the monthly maintenance cost by ten percent (10%) on the next invoice for the entire maintenance area (e.g. CSA 52, CSA 52B, etc.) where the performance failure occurred. If the ten percent (10%) reduction is not reflected on the next invoice, then the invoice will not be processed until the reduction is indicated.

On parcels which require only annual or bi-annual weed abatement for fire prevention as needed, removal may consist of mowing, weed-eating, tilling or grazing.

A.2.14 MOWING AND EDGING

The Contractor shall be responsible for mowing and edging all turf grass area. Turf grass shall be maintained and mowed to the height of three (3) inches, or as recommended by the Contractor.

Mowing shall normally occur once a week during the growing season and as needed during the colder months to maintain the proper height. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. Around the base of all trees shall be a minimum clear area, between twelve (12) inches and eighteen (18) inches, which is free from sod and weeds. All turf areas shall be cleaned of all debris prior to the mowing operation.

A.2.15 TREE MAINTENANCE

The Contractor shall keep weed free, tie and stake trees, and maintain irrigation in all tree wells in the landscaped area. Maintenance shall include adding soil when necessary to maintain a safe grade level. Tree irrigation shall be by automated irrigation systems or manually with the use of hoses or water tank.

The Contractor shall ensure trees remain pruned for proper height and so as to not block roadway signs or other traffic control devices. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position.

All trees shall receive major pruning once per year during the dormant season and no later than December 31st and conform to the following specifications:

1. All pruning shall follow American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, an overview of which includes the following:
 - a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
 - b. To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
 - c. To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
 - d. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
 - e. To improve the appearance of the trees trimmed.
 - f. Maintain a minimum vertical clearance of seven (7) feet along all of the pedestrian paths of travel.
2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be pruned with hand and/or hydraulic pruning tool only.
3. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.
4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. When necessary, and to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees.

Periodic and more frequent maintenance trimming will be necessary to maintain the shape of the trees and the Contractor shall be responsible for the following:

1. Ensure trees maintain a symmetrical appearance and do not obstruct vehicle traffic or the safe operation of such. This includes maintaining a line of sight for all streets and roadways and ensuring no part of a tree obstructs the view of any traffic sign or signal.
2. Ensure all suckers and water sprouts are removed as they emerge.

Disposal of all logs, limbs, chips and debris generated by this work will be the responsibility of the Contractor.

A.2.16 SHRUB AND GROUNDCOVER MAINTENANCE

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood, or to control growth when an unshapely shrub might result. Pruning of certain shrubs in medians and wall planters that restrict visibility of motorists shall be done on an as needed basis or as directed by the Public Works Department. All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods. Spent flowers, flower stocks and leaves shall be removed no later than one week following bloom decline. Shrubs and groundcover shall not be allowed to encroach into or over roadway curbs or edges of any pedestrian paths of travel.

Every two (2) years or as directed by the Public Works Department, mow or prune ivy, hypericum or lantana type ground covers to four-inches above ground in order to renew growth, reduce woody appearance and provide density and attractiveness. Shrubs shall not be pruned or lifted at bases for the purpose of servicing planter areas. Shrubs which are improperly pruned shall be replaced by the Contractor at their sole expense.

A.2.17 PLANT REPLACEMENT

At the County's cost, the Contractor will replace any dead plant material and plants that have been damaged beyond the control of the Contractor. The Contractor will be responsible for procuring and installing the replacement plants, which shall be invoiced to the County as labor and materials. Contractor will replace any plant material damaged or destroyed in the course of Contractor's maintenance procedures at no cost to the County.

A.2.18 VANDALISM AND THEFT

The County shall be responsible for costs arising from acts of vandalism and/or theft to County property, which has not been caused by Contractor operations, Contractor, or their employees. The Public Works Department shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft. The Public Works Department must verify vandalism prior to repairs by the Contractor.

A.2.19 MAINTENANCE

Maintenance, including that of the median islands, shall include the provision of all horticultural and irrigation services. Additionally, the non-vegetated areas (asphalt concrete, stamped concrete, pavers, etc.) of the median islands and pathways shall be kept clean and free from weeds, debris, sand, etc.

Traffic lane closures (with all the necessary signage in place according to the California Manual of Uniform Traffic Control Devices) for trimming vegetation shall not take place between 7:00-9:00 a.m. or 3:00-6:00 p.m., Monday-Friday. Weekend work will be permitted only with prior written approval from the Public Works Department.

A.2.20 MAINTENANCE INSPECTIONS

The Contractor shall meet on the site with the Public Works Department for periodic walkthrough inspections. Inspections shall be both visual and operational. The Public Works Department will schedule such meetings at the discretion of the County. In addition, the County will make routine independent inspections of sites, which may or may not be announced and do not require the presence of the Contractor.

A.2.21 PLAYGROUND EQUIPMENT AND PICNIC AREAS

The Contractor shall be responsible for sanitizing all children's playground equipment for the parks included in this Agreement no less than once every three (3) months.

The Contractor shall "powerwash" common picnic areas, including the concrete ground surface and associated benches and/or tables and drinking fountains once every two weeks from the months of April through September; and once per month from the months of October through March at the following location(s):

- POW/MIA Park

A.2.22 FOUNTAIN AND POND MAINTENANCE

The Contractor shall be responsible for maintaining any decorative fountain or pond associated with this Contract. This includes the application of chemicals, operating the pumps and timers and preserving the cleanliness and clarity of the water at the following location(s):

- Edgewater Fountain – Erle Road at Edgewater Circle

A.2.23 GENERAL REPAIRS

All repair work for issues including, but not limited to, malfunction, vandalism, damage, disease or other problems beyond the scope of routine monthly maintenance shall be approved by the Public Works Department in writing or via email prior to beginning work. All proposals for repair shall include an estimated cost for review before proceeding.

A.2.24 QUALIFICATIONS OF SUPERVISORY EMPLOYEES

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience within the past five (5) years in landscape maintenance in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written rules, and follow written instructions. Please include this information in Sections 14 and 15 of the bid proposal form. Contractor will stipulate that the Supervisor shall be vested with the authority to speak for the Contractor, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Contractor. In the event a new Supervisor is appointed, the Contractor shall submit to the Public Works Department in writing within five (5) business days the effective date of change and the full name of the new Supervisor.

A.2.25 CHANGES

Should the County, at any time during the term of this contract, request any alterations, deviations, additions, or omissions from the contract specifications, it shall be at liberty to do so, and the same shall in no way effect or make void this contract, but will be added to or deducted from the amount of said contract price as the case may be by a fair and reasonable valuation.

A.2.26 PRICING

Only those charges that are identified in the Proposal and agreed upon by the County will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the County and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The County of Yuba and the Contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the County 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the County receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

A.2.27 PRESERVATION OF PROPERTY

The preservation of property and existing facilities shall conform to the provisions in Section 7-1.11, "Preservation of Property," and Section 8-1.10 "Utility and Non-Highway Facilities" of the current Caltrans Standard Specifications. This shall include the following: landscaping, irrigation, utility cabinets, pole lines, street lights, fences, walls, signs, markers, pavement markings or striping, monuments, conduits, pipelines, mailboxes, culverts etc., within and adjacent to the roadway. Said items are to be and shall be protected by CONTRACTOR.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefor.

A.2.28 SUBMITTALS

The Contractor shall, upon the request of the County, provide product submittals which apply to any work performed pursuant to the contract.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefor.

A.2.29 SAFETY AND TRAFFIC CONTROL

Safety and traffic control shall conform to the provisions in Section 7-1.06, "Safety and Health Provisions," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications. A minimum of one smooth and safe traffic lane, not less than 10 feet wide shall be open for use by public traffic at all times. Contractor shall allow safe and clear access to all driveways.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.30 ENVIRONMENTAL CONTROL

Attention is directed to Section 7-1.01F, G, H and I of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances and statutes which apply to the project and any work performed pursuant to the contract. All waste materials removed shall be hauled away and disposed of at proper disposal sites by the Contractor.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.3 AREA DESCRIPTION / LOCATION

Please see ATTACHMENT F for specific park and landscape locations included in this contract.

A.4 TIME SERVICES RENDERED.

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

A.5 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.6 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.7 PREVAILING WAGE.

CONTRACTOR and any subcontractors under the contractor shall be responsible for compliance with the provisions in Section 7-1.0, "Legal Relations and Responsibility," of the Standard Specifications.

**ATTACHMENT B
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

COUNTY shall pay CONTRACTOR an annual base contract fee not to exceed:

THIRTY EIGHT THOUSAND NINE HUNDRED FOUR DOLLARS and THIRTY SIX CENTS	(\$ 38,904.36);
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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, except for a formal written amendment to this Agreement approved by the COUNTY, shall the total monthly compensation paid to CONTRACTOR under this Provision B.1 exceed:

THREE THOUSAND TWO HUNDRED FORTY TWO DOLLARS and THIRTY THREE CENTS	(\$ 3,242.03);
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B.2 TIME AND MATERIAL COSTS

All repair work that is not routine in nature or arises from problems not caused by the CONTRACTOR, shall be approved in writing or via email by the Public Works Department. All work proposals shall be submitted with an estimated cost for repair and labor rates shall correlate to the hourly amount as detailed in Attachment C, and all parts and materials proposed for said repairs shall not exceed the current applicable fair market value.

B.3 INVOICING

Invoices for all repairs or work that is not routine in nature must include adequate detail of the work performed and location for record keeping purposes. Any repair or additional work that was not authorized in writing or via email prior to beginning is subject to be denied payment by the COUNTY.

Invoices for all work shall be delivered to:

*Yuba County Public Works
915 8th Street, Suite 125
Marysville, CA 95901*

B.4 PRICING

Only those charges that are identified in the Proposal and agreed upon by the County will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the County and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The County of Yuba and the Contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the County 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the County receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

B.5 TRAVEL COSTS.

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

B.6 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, in writing and signed by both parties, in advance of performing additional services.

**ATTACHMENT C
COUNTY OF YUBA
BID PROPOSAL FORM**

PROJECT TO BID COUNTY OF YUBA LANDSCAPE MAINTENANCE – Linda Community	ESTIMATED CONTRACT PERIOD 10/01/16 – 09/30/19
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1. COMPANY NAME Botanica Landscapes			
2. CONTRACTOR LICENSE NUMBER 409125		3. FEDERAL TAX ID NUMBER 68-04434	
4. YEARS IN BUSINESS 30			
5. BILLING ADDRESS PO Box 569		6. CITY Yuba City	7. STATE CA
8. ZIP 95992			
9. TELEPHONE (530) 671-1029	10. FAX (530) 671-3326	11. EMAIL ADDRESS nclavel@botanica.net	
12. CONTACT PERSON Nicholas Clavel		13. TITLE Superintendent	

14. Name of Onsite Supervisor/Foreman (MUST SPEAK ENGLISH) Rogelio Barriga	15. TITLE Supervisor
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Addendum Acknowledgements:

Addendum Numbers: Contractor's Initials: NC

To determine bid prices and rates, refer to Appendix A (included in specs) for a description of each area included in this bid.

CSA 52	EAST LINDA	\$	387.32	\$	4,647.84
CSA 52B	EAST LINDA	\$	1,278.45	\$	15,341.39
CSA 52C	EAST LINDA	\$	26.50	\$	317.95
POW/MIA PARK	EAST LINDA	\$	1,404.47	\$	16,853.64
PURPLE HEART PARK	EAST LINDA	\$	62.74	\$	752.93
NORTH BEALE ROAD	EAST LINDA	\$	82.55	\$	990.66
TOTAL		\$	3,242.03	\$	38,904.36

Identify the hourly rate at which the County will be invoiced for time and materials arising from services that are outside the specifications of the above designated landscape maintenance services.

LABOR RATE	\$ 60.00	PER HOUR
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Identify the approximate rate per square foot per area at which the monthly amount will be calculated for additional park or landscape areas that may be added to this contract as needed.

LANDSCAPE MAINTENANCE RATE	\$	0.11	PER SQ FT
LANDSCAPE MAINTENANCE RATE (TURF)	\$	0.11	PER SQ FT

Please list any other qualifications, certifications, training and/or relevant services to be provided below or on additional sheet(s) if necessary.

Department of Pesticide Regulation Qualified Pesticide Applicator Certificate,
Maintenance Gardener Pest Control Business License No. 35996, Agricultural Pest Control
Business County Registration (Yuba County), License to Sell Nursery Stock No. B0056.001,
Rainmaster Evolution DX2 Manufacturer Trained


BIDDER REFERENCES [Do Not Include Any Yuba County Government References]

COMPANY NAME Yuba Sutter Mall	
CONTACT PERSON Mike Geiger, Senior Real Estate Manager	CONTACT PHONE (949) 751-7561
DESCRIPTION OF SERVICES Exterior and interior full service landscape maintenance	

COMPANY NAME Westbridge Townhouses	
CONTACT PERSON Stormy Trahern, Manager	CONTACT PHONE (530) 671-6223
DESCRIPTION OF SERVICES Full service landscape maintenance	

COMPANY NAME Browns Valley Cemetary	
CONTACT PERSON Ruth Mikkelsen	CONTACT PHONE (530) 743-9404
DESCRIPTION OF SERVICES Full service landscape maintenance	

In accordance with the Invitation for Bid, General Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the County detailed therein. Further, the undersigned declares that he/she is authorized to enter into agreement on behalf of the above named business and it is hereby understood that the above bid reflects the cost of landscape maintenance detailed in the specifications.

SIGNATURE 	PRINTED NAME Nicholas M. Clavel	DATE 9/1/2016
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ATTACHMENT D
COUNTY PARK AND STREETScape MAINTENANCE
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS.

At all times during the term of this Agreement, the following apply:

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC.

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

D.5 CONTRACTOR NOT AGENT.

Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED.

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

D.7 PERSONNEL.

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

D.8 STANDARD OF PERFORMANCE.

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

D.9 POSSESSORY INTEREST.

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

D.10 TAXES.

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

D.11 TERMINATION.

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

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

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

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

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

D.12 NON-DISCRIMINATION.

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

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

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

D.14 OWNERSHIP OF INFORMATION.

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

D.15 WAIVER.

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

D.16 COMPLETENESS OF INSTRUMENT.

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

D.17 SUPERSEDES PRIOR AGREEMENTS.

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

D.18 CAPTIONS.

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

D.19 DEFINITIONS.

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

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

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

D.20 TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS.

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

D.22 MODIFICATION.

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

D.23 COUNTERPARTS.

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

D.24 OTHER DOCUMENTS.

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

D.25 PARTIAL INVALIDITY.

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

D.26 JURISDICTION.

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

D.27 CONTROLLING LAW.

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

D.28 TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY.

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

D.30 CONFLICT OF INTEREST.

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

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

D.31 NOTICES.

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

If to "COUNTY":

Yuba County Public Works
Attn: Michael Lee
915 8th Street
Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Botanica Landscapes
Attn: Ed Clavel
PO Box 569
Yuba City, CA 95992

ATTACHMENT E
COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT
INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE.

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

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

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

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000.00 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000.00 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000.00 | Each accident, \$1,000,000.00 policy limit bodily injury by disease, \$1,000,000.00 each employee bodily injury by disease. |

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

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as 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. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR insurance policy, or as a separate owner's policy.

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

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

E.2 WAIVER OF SUBROGATION.

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

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

E.3 ACCEPTABILITY OF INSURERS.

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

E.4. VERIFICATION OF COVERAGE.

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

E.5 SUB-CONTRACTORS.

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

ATTACHMENT F
COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT
LOCATION DESCRIPTION FOR LINDA COMMUNITY

LOCATION DESCRIPTIONS

CSA 52

CSA 52 is located in East Linda and includes turf, shrubs, trees and a decorative fountain.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Edgewater Circle	From western entrance at Erle Road to Rupert Avenue	both sides of the street including all medians and the decorative fountain
Rupert Avenue	from Edgewater Circle to 90 ft. north of Puddle Drive	both sides of the street including all medians
Purple Heart Park	detention basin along west side of Rupert Avenue	trail around the basin
Cattail Court	cul-de-sac along detention basin	cul-de-sac along detention basin

CSA 52B

CSA 52B is located in East Linda and includes turf, shrubs and trees.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Erle Road	From western entrance at Edgewater Circle to Griffith Avenue	north side of the street
Edgewater Circle	from Rupert Avenue to eastern entrance at Erle Road	both sides of the street including all medians
Riverbank Drive	from Edgewater Circle to 160 ft. east of Meadow Brook Way	both sides of the street

Goldfields Parkway	from Erle Road to north end of masonry walls	both sides of the street including all medians
Kirkhill Drive	along detention basin	landscaping along detention basin
Stonehaven Drive	along detention basin	landscaping along detention basin
Turnberry Drive	from Erle Road to Westhill Drive	center median only
Griffith Avenue	from Erle Road to Linda Avenue	west side of the street
Griffith Avenue	from Hammonton Smartsville Road to 500' south	east side of the street, along detention basin
Hammonton Smartsville Road	from Griffith to one parcel east of Wallen Drive	south side of the street

CSA 52C

CSA 52C is located in East Linda and includes shrubs and trees.

The location of work encompasses the following established streetscapes:

Linda Avenue	From Griffith Avenue to drainage basin west of Stonehaven Dr	south side of the street
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POW/MIA PARK

POW/MIA Park is a large park located in East Linda and includes turf, shrubs, trees, playground equipment and picnic areas.

Edgewater Circle	Edgewater Circle at Oakwood Drive	entire park including power-washing and sanitation of playground equipment (excluding spraypark operation and restrooms)
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NORTH BEALE ROAD

North Beale Road is a County maintained arterial roadway located in Linda and includes shrubs and trees.

North Beale Road	Cal Trans Yard to Avondale Avenue	east side of the street including medians (excluding commercial frontages)
North Beale Road	from railroad underpass to Park Ave	center median only

ATTACHMENT G
YUBA COUNTY PARKS AND LANDSCAPE MAINTENANCE SHEET

MONTH

YEAR

AREA MAINTAINED

ROUTINE MAINTENANCE

DATE:

	Y / N	Y / N	Y / N	Y / N	Y / N
MOWING AND EDGING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRIMMING AND EDGING GROUND COVER	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEARING PEDISTRIAN PATH OF TRAVEL	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEAN PARKING AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING / TRIMMING SHRUBS	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING TREES	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TREE STAKING / ADJUSTMENT	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
POWER WASHING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
MEDIAN MAINTENANCE*	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH / DEBRIS REMOVAL FROM LANDSCAPE AREA / PLAY AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH RECEPTACLE (EMPTY/REPLACE WITH NEW BAG)**	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
VERIFY & ADJUSTING WATERING ***	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

OTHER:

* All hard surface areas (asphalt, concrete, pavers, etc.) shall be kept free from weeds, debris, sand, etc.

** Trash receptacles to be emptied a minimum of one (1) time per week along all landscape corridors; five (5) times per week in all parks.

*** Irrigation should be set to turn off during periods of prolonged rain and return to normal when the rains have subsided.

SEASONAL MAINTENANCE

HERBICIDES

DATE:

PESTICIDES

DATE:

FUNGICIDES

DATE:

FERTILIZATION (4 TIMES PER YEAR)

DATE:

WEED ABATEMENT(2 TIMES PER YEAR)

DATE:

SOIL AERIFICATION (1 TIME IN AUTUMN)

DATE:

(CHECK ONE AND COMPLETE BELOW) ☐ REPAIRS ☐ VANDALISM ☐ PLANT REPLACEMENT ☐ OTHER

LOCATION:

PARTS / PLANT SPECIES:

DESCRIPTION:

GENERAL COMMENTS

SUBMITTED BY

DATE

REVIEWED BY

DATE



CERTIFICATE OF LIABILITY INSURANCE

(420-0916) Appro... - 36 of 44

WANG

9/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste. B Lodi, CA 95242		CONTACT NAME: Kristen Solari PHONE (A/C, No, Ext): E-MAIL ADDRESS: ksolari@alliant.com FAX (A/C, No):															
INSURED UNITED LANDSCAPE RESOURCE INC dba BOTANICA LANDSCAPES P O Box 569 Yuba City, CA 95992-0569		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Wesco Insurance Company</td><td>25011</td></tr><tr><td>INSURER B: Security National Insurance Company</td><td>19879</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Wesco Insurance Company	25011	INSURER B: Security National Insurance Company	19879	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	WPP1097804 03	05/09/2016	05/09/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		WPP1097804 03	05/09/2016	05/09/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SWC1089591	10/01/2015	10/01/2016	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$	1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: New Contract effective September 2016.

Yuba County, its officers, officials, employees, and volunteers are additional insured as respects General Liability per the attached endorsement. Coverage is primary. Waiver of subrogation applies per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Yuba County
915 8th Street
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: WPP1097804 03

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: WPP1097804 03

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: WPP1097804 03

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COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description****BLANKET AS REQUIRED BY WRITTEN CONTRACT****Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

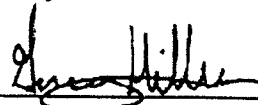
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/1/15
Insured United Landscape Resource Inc
dba Botanica Landscapes

Policy No. SWC1089591
Insurance Company Security National

Endorsement No. 001

Countersigned By



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: United Landscape Resources, Inc. dba Botanica Landscapes

Endorsement Effective Date: 5/9/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket as required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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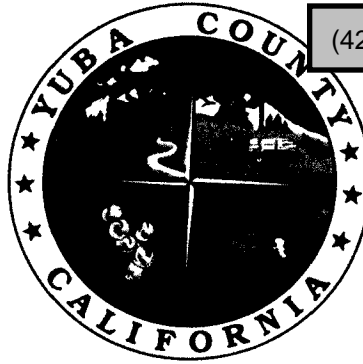
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



421-0916
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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

September 27, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJECT: APPROVE A THREE YEAR AGREEMENT FOR CONTRACTOR SERVICES WITH BOTANICA LANDSCAPES FOR LANDSCAPE MAINTENANCE IN THE PLUMAS LAKE/OLIVEHURST COMMUNITIES

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the attached three (3) year agreement with Botanica Landscapes to provide maintenance services for various County Service Area (CSA) streetscape corridors in the Plumas Lake and Olivehurst Communities.

BACKGROUND:

Public Works is charged with maintaining numerous parks and streetscape improvements throughout the County, a service which has typically been contracted to an outside vendor. The preceding contract is scheduled to expire on September 30, 2016, and in anticipation Public Works solicited bids for a new three year landscape maintenance agreement. Bids were received on September 1, 2016, and Botanica Landscapes was the apparent low bidder.

DISCUSSION:

As partners in the preceding agreement, Botanica Landscapes has served Yuba County well and is able to factor additional costs savings into the upcoming contract. In addition to their lower price, the County will be able to realize secondary savings in management costs as Botanica is already familiar with the County's complex Rainmaster Irrigation system, eliminating a learning curve or staff intervention. Furthermore, they have been able to streamline their services throughout Yuba County to create a more efficient process in handling routine maintenance as well as unforeseen callouts.

COMMITTEE ACTION:

Due to time constraints, the Land Use and Public Works Committee was bypassed for this budgeted item.

FISCAL IMPACT:

The basic cost for the landscaping maintenance is \$6,005 per month, with repairs costing additional. With this new contract the County will realize a cost savings of 35% compared to the preceding contract for these areas. The landscape maintenance costs will be covered using CSA revenues.

**AGREEMENT FOR
CONTRACTOR SERVICES
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT
FOR THE PLUMAS LAKE/OLIVEHURST COMMUNITY**

THIS AGREEMENT for COUNTY PARK and STREETSCAPE MAINTENANCE FOR THE PLUMAS LAKE/OLIVEHURST COMMUNITY ("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

BOTANICA LANDSCAPES
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A.1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.6.

2. TERM.

Commencement Date: **October 1, 2016**

Termination Date: **September 30, 2019**

The contract may be extended for two (2) additional one (1) year periods for a total contract period, not to exceed five (5) years, upon satisfactory contract performance and upon approval each year by written, mutual Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) 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. 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.

6. DESIGNATED REPRESENTATIVES.

Michael Lee, Public Works Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Ed Clavel is the authorized designated representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

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

- Attachment A - Service Specifications
- Attachment B - Payment
- Attachment C - Bid Proposal
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Site Locations
- Attachment G - Monthly Maintenance Checklist

8. 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 _____, 2016.


"COUNTY"

"CONTRACTOR"

_____, Chair
Yuba County Board of Supervisors



INSURANCE PROVISIONS
APPROVED

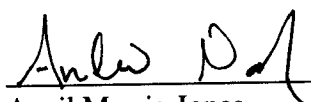


Jill Abel
Risk Manager

ATTEST:

Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

ATTACHMENT A
COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT
SERVICE SPECIFICATIONS

A.1 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated 2015, the County of Yuba Improvement Standards dated February 1995, and Yuba County Standard Plans dated September 2009, American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, as the same may apply, and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

A.2 SCOPE OF SERVICES AND DUTIES:

A.2.1 GENERAL

The County of Yuba wishes to enter into a three (3) year agreement with a contractor to provide the service of landscape maintenance for various parks and streetscape corridors. The contract may be extended for two (2) additional one (1) year periods for a total contract period not to exceed five (5) years upon satisfactory contract performance and upon approval each year by written, mutual Agreement.

Landscape maintenance for this contract will be in CSAs 66A, 66B, 66C, 66D, 66E, 69, including park and ride facilities. Any additional landscape area assumed by the County from October 1, 2016 to September 30, 2019 or during any additional one (1) year periods may also be added as an amendment to this contract at the per square feet rate in the Bid Proposal, unless a written request by the contractor is submitted for a different rate, together with an explanation as to why. Please see Appendix A for detailed location information. Landscaped areas are generally, but not limited to, roadway center medians, between roadway curbs and masonry walls, or within County maintained parks.

A.2.2 STATE LICENSE

Landscape Contractor shall be required to possess a State of California C-27 landscape contractor's license and a pesticide applicators/operators certificate prior to signing a written agreement with the County.

A.2.3 SAFETY

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

A.2.4 WORK SCHEDULES

All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Public Works Department who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies. Hours of work shall not begin prior to 7:00 AM or extend beyond 9:00 PM Monday through Friday, unless approved in writing by the Public Works Department.

A.2.5 RESPONSE TO CALLS AND EMERGENCY SITUATIONS

The Contractor shall be required to respond immediately within two (2) hours to any inquiries, telephone calls, and emergency situations as directed by the Public Works Department. The Contractor shall have the ability to be contacted by two-way radio service or cell phone service from Contractor's office whenever such situations occur.

Should the Contractor fail to respond to emergency situations within two (2) hours, the County, at its sole discretion, may choose to correct the emergency. Any costs incurred by the County will be subtracted from the Contractor's monthly compensation. Examples of emergency situations include fallen tree limbs, malfunctioning equipment (e.g. controllers, valves, sprinkler heads, etc.), and unscheduled running of water.

A.2.6 WORK DEFICIENCIES AND CORRECTIONS

Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the County or prior to the next scheduled watering time. Malfunctions resulting in continuously running water or water going to waste shall be repaired within two (2) hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the County. Should the scheduled work activity frequencies be less than five (5) days, the schedule of work to be performed shall take precedent and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the Public Works Department and request inspection of the corrective work. Deficiencies that were not completely corrected shall be done so within forty-eight (48) hours of being notified that deficiencies still persist.

A.2.7 LITTER CONTROL

All areas, including drainage inlets, pipes, pavement, concrete, bark or turf, shall be kept free of all debris from leaves, trimmings, and grass cuttings; and free of all litter, including but not limited to broken glass, paper, plastics, bags, etc. Debris shall not be blown into streets, unless removed afterwards, or onto adjoining properties. The Contractor shall be responsible for the removal of such debris and emptying and replacing the liners of any trash receptacles within or adjacent to the landscape area at least once a week. Trash receptacles that fill more frequently shall be replaced at least twice a week.

For all parks included or later added to this contract, the Contractor shall be responsible for the removal of such debris, emptying of trash receptacles and replacing the liners at least five times a week.

A.2.8. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor, at their own cost and expense, shall furnish all necessary vehicles, equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not be limited to:

- A. All necessary gas, oil and parts for all equipment.
- B. All necessary pesticides including: fertilizers, herbicides, insecticides, and fungicides.
- C. All necessary horticultural supplies.
- D. Lawn mower, edger, weed eater, hedge trimmer, blower, power washer, and all necessary hand tools.

A.2.9 IRRIGATION

The Contractor shall have a comprehensive working knowledge of the operation and maintenance of the Rainmaster Evolution DX2 irrigation control system. This includes, but is not limited to, the irrigation controllers, repeaters, weather stations, remote access, and the capability to access the system from a computer terminal. The Contractor shall be expected to maintain the County's Rainmaster irrigation system, including the required adjustments from both the field and an accessible remote computer terminal. Formal training from John Deere's Greentech Division in the Evolution software is strongly encouraged.

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines and/or drip systems, potable tank water system, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times to ensure the health of all plants, and to minimize inconvenience to people using the area. Automatic irrigation shall normally take place at night or early morning hours before 7:30 AM. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities including, but not limited to ponding or the formation of ice.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The Contractor shall check the effect of the watering program weekly. At least once every two (2) weeks, this review shall consist of probing in at least one (1) area covered by each sectional valve and ascertaining the anticipated water requirements and adjusting the system or watering schedule accordingly. During the wet weather months, the system shall be adjusted as needed to minimize water usage and overwatering during extended periods of rain, or the system may be discontinued until the spring. In declared drought situations, the irrigation water quantities shall be discussed with the Public Works Department to determine an appropriate water amount/schedule to comply with any state or local watering restrictions.

Particular attention shall be given to avoid exceeding the soil absorption rate. Where more water is required than can be applied at one time, Contractor shall set the automatic timer for repeat cycles at short

intervals to satisfy the water demand. In no case shall the holding capacity of the soil be exceeded to allow run-off of water to go to waste. All irrigation controllers shall be turned off or set to turn off during periods of rain by the Contractor, and turned on and reprogrammed at the completion of each rainy period. Irrigation schedules shall be provided on a schedule as determined by the original Landscape architect or as approved by the Public Works Department.

The Contractor shall be responsible for the routine maintenance of all irrigation systems and their parts, excluding phone lines and electric pedestals and meters. Included in the system are: irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, backflow devices and vandal proof enclosures. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. The Contractor is required to adjust the height of sprinkler heads in turf and groundcover areas to ensure proper coverage. Excavating around sprinkler heads in order to assure proper coverage from sprinklers is strictly prohibited. All supplies and parts needed for replacements and/or repairs and the labor to perform the repairs shall be reimbursed by the County.

A.2.10 FERTILIZATION

The Contractor shall fertilize all turf grass a minimum of four (4) times a year on a schedule to be approved in advance by the Public Works Department. All shrubbery and groundcover shall be fertilized once a year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete fertilizer such as 24-3-10 Turf K by Best Fertilizer and applied at the rate of 325 lbs. per acre. Shrubs and groundcover shall be fertilized with 15-15-15 at least once per year in the fall at the rate of 275 lbs. per acre.

A.2.11 SOIL AERIFICATION

The Contractor shall be responsible for soil aerification for all turf grass areas one (1) time per year, in the fall. Aerification shall be done with a power-driven or tractor-pulled aerifier using a 1/2-inch coring tine. The Public Works Department shall be notified with a written schedule one (1) week prior to the date of aerification commencement. The contractor shall be responsible for repairing any damage caused by aerification at no additional cost to the County.

A.2.12 PEST MANAGEMENT

The Contractor shall be responsible for the control and elimination of insects, rodents, and diseases negatively affecting plant material or causing an unsafe physical environment.

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the County prior to beginning any pest control operations. These shall include, but not limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California,

Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Yuba County Agricultural Commissioner. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Public Works Department a copy of all monthly pesticide use reports.

A.2.13 WEED CONTROL

The Contractor shall be responsible for the control and elimination of weeds and alike. All turf grass areas shall be evaluated and treated for broadleaf weed control two (2) times a year on a schedule and with a method and/or product as recommended by a State of California Department of Pesticide Regulation and Agricultural Pest Control Advisor to ensure maximum control. All planter bed and hardscape areas shall be kept in a friable condition and free of weeds at all times. Weeds shall be treated or removed within two (2) days of emergence. Weeds that were previously treated shall be removed during the next visit by the Contractor's workforce. Herbicides, which require more than three (3) days to effectively eradicate weeds, shall not be approved for use. No chemicals shall be applied to any vegetation in a detention basin or upon a slope leading into a drainage canal or waterway. Hand weeding of the planters shall be the preferred method for weed control.

If the Contractor fails to remove weeds in a timely manner as stated above, then the Public Works Department will submit a Failure to Perform Notice to the Contractor in writing. When the Contractor receives a Failure to Perform Notification, the Contractor shall then reduce the monthly maintenance cost by ten percent (10%) on the next invoice for the entire maintenance area (e.g. CSA 52, CSA 52B, etc.) where the performance failure occurred. If the ten percent (10%) reduction is not reflected on the next invoice, then the invoice will not be processed until the reduction is indicated.

On parcels which require only annual or bi-annual weed abatement for fire prevention as needed, removal may consist of mowing, weed-eating, tilling or grazing.

A.2.14 MOWING AND EDGING

The Contractor shall be responsible for mowing and edging all turf grass area. Turf grass shall be maintained and mowed to the height of three (3) inches, or as recommended by the Contractor.

Mowing shall normally occur once a week during the growing season and as needed during the colder months to maintain the proper height. No more than one-third (1/3) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. Around the base of all trees shall be a minimum clear area, between twelve (12) inches and eighteen (18) inches, which is free from sod and weeds. All turf areas shall be cleaned of all debris prior to the mowing operation.

A.2.15 TREE MAINTENANCE

The Contractor shall keep weed free, tie and stake trees, and maintain irrigation in all tree wells in the landscaped area. Maintenance shall include adding soil when necessary to maintain a safe grade level. Tree irrigation shall be by automated irrigation systems or manually with the use of hoses or water tank.

The Contractor shall ensure trees remain pruned for proper height and so as to not block roadway signs or other traffic control devices. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position.

All trees shall receive major pruning once per year during the dormant season and no later than December 31st and conform to the following specifications:

1. All pruning shall follow American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, an overview of which includes the following:
 - a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
 - b. To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
 - c. To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
 - d. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
 - e. To improve the appearance of the trees trimmed.
 - f. Maintain a minimum vertical clearance of seven (7) feet along all of the pedestrian paths of travel.
2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be pruned with hand and/or hydraulic pruning tool only.
3. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.
4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. When necessary, and to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees.

Periodic and more frequent maintenance trimming will be necessary to maintain the shape of the trees and the Contractor shall be responsible for the following:

1. Ensure trees maintain a symmetrical appearance and do not obstruct vehicle traffic or the safe operation of such. This includes maintaining a line of sight for all streets and roadways and ensuring no part of a tree obstructs the view of any traffic sign or signal.
2. Ensure all suckers and water sprouts are removed as they emerge.

Disposal of all logs, limbs, chips and debris generated by this work will be the responsibility of the Contractor.

A.2.16 SHRUB AND GROUNDCOVER MAINTENANCE

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood, or to control growth when an unshapely shrub might result. Pruning of certain shrubs in medians and wall planters that restrict visibility of motorists shall be done on an as needed basis or as directed by the Public Works Department. All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods. Spent flowers, flower stocks and leaves shall be removed no later than one week following bloom decline. Shrubs and groundcover shall not be allowed to encroach into or over roadway curbs or edges of any pedestrian paths of travel.

Every two (2) years or as directed by the Public Works Department, mow or prune ivy, hypericum or lantana type ground covers to four-inches above ground in order to renew growth, reduce woody appearance and provide density and attractiveness. Shrubs shall not be pruned or lifted at bases for the purpose of servicing planter areas. Shrubs which are improperly pruned shall be replaced by the Contractor at their sole expense.

A.2.17 PLANT REPLACEMENT

At the County's cost, the Contractor will replace any dead plant material and plants that have been damaged beyond the control of the Contractor. The Contractor will be responsible for procuring and installing the replacement plants, which shall be invoiced to the County as labor and materials. Contractor will replace any plant material damaged or destroyed in the course of Contractor's maintenance procedures at no cost to the County.

A.2.18 VANDALISM AND THEFT

The County shall be responsible for costs arising from acts of vandalism and/or theft to County property, which has not been caused by Contractor operations, Contractor, or their employees. The Public Works Department shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft. The Public Works Department must verify vandalism prior to repairs by the Contractor.

A.2.19 MAINTENANCE

Maintenance, including that of the median islands, shall include the provision of all horticultural and irrigation services. Additionally, the non-vegetated areas (asphalt concrete, stamped concrete, pavers, etc.) of the median islands and pathways shall be kept clean and free from weeds, debris, sand, etc.

Traffic lane closures (with all the necessary signage in place according to the California Manual of Uniform Traffic Control Devices) for trimming vegetation shall not take place between 7:00-9:00 a.m. or 3:00-6:00 p.m., Monday-Friday. Weekend work will be permitted only with prior written approval from the Public Works Department.

A.2.20 MAINTENANCE INSPECTIONS

The Contractor shall meet on the site with the Public Works Department for periodic walkthrough inspections. Inspections shall be both visual and operational. The Public Works Department will schedule such meetings at the discretion of the County. In addition, the County will make routine independent inspections of sites, which may or may not be announced and do not require the presence of the Contractor.

A.2.21 GENERAL REPAIRS

All repair work for issues including, but not limited to, malfunction, vandalism, damage, disease or other problems beyond the scope of routine monthly maintenance shall be approved by the Public Works Department in writing or via email prior to beginning work. All proposals for repair shall include an estimated cost for review before proceeding.

A.2.22 QUALIFICATIONS OF SUPERVISORY EMPLOYEES

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience within the past five (5) years in landscape maintenance in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written rules, and follow written instructions. Please include this information in Sections 14 and 15 of the bid proposal form. Contractor will stipulate that the Supervisor shall be vested with the authority to speak for the Contractor, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Contractor. In the event a new Supervisor is appointed, the Contractor shall submit to the Public Works Department in writing within five (5) business days the effective date of change and the full name of the new Supervisor.

A.2.23 CHANGES

Should the County, at any time during the term of this contract, request any alterations, deviations, additions, or omissions from the contract specifications, it shall be at liberty to do so, and the same shall in no way effect or make void this contract, but will be added to or deducted from the amount of said contract price as the case may be by a fair and reasonable valuation.

A.2.24 PRICING

Only those charges that are identified in the Proposal and agreed upon by the County will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the County and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The County of Yuba and the Contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the County 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the County receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

A.2.25 PRESERVATION OF PROPERTY

The preservation of property and existing facilities shall conform to the provisions in Section 7-1.11, "Preservation of Property," and Section 8-1.10 "Utility and Non-Highway Facilities" of the current Caltrans Standard Specifications. This shall include the following: landscaping, irrigation, utility cabinets, pole lines, street lights, fences, walls, signs, markers, pavement markings or striping, monuments, conduits, pipelines, mailboxes, culverts etc., within and adjacent to the roadway. Said items are to be and shall be protected by CONTRACTOR.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefor.

A.2.26 SUBMITTALS

The Contractor shall, upon the request of the County, provide product submittals which apply to any work performed pursuant to the contract.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefor.

A.2.27 SAFETY AND TRAFFIC CONTROL

Safety and traffic control shall conform to the provisions in Section 7-1.06, "Safety and Health Provisions," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications. A minimum of one smooth and safe traffic lane, not less than 10 feet wide shall be open for use by public traffic at all times. Contractor shall allow safe and clear access to all driveways.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.2.28 ENVIRONMENTAL CONTROL

Attention is directed to Section 7-1.01F, G, H and I of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances and statutes which apply to the project and any work performed pursuant to the contract. All waste materials removed shall be hauled away and disposed of at proper disposal sites by the Contractor.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

A.3 AREA DESCRIPTION / LOCATION

Please see ATTACHMENT F for specific park and landscape locations included in this contract.

A.4 TIME SERVICES RENDERED.

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

A.5 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.6 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.7 PREVAILING WAGE.

CONTRACTOR and any subcontractors under the contractor shall be responsible for compliance with the provisions in Section 7-1.0, "Legal Relations and Responsibility," of the Standard Specifications.

**ATTACHMENT B
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

COUNTY shall pay CONTRACTOR an annual base contract fee not to exceed:

SEVENTY TWO THOUSAND FIFTY FOUR DOLLARS and THIRTY SIX CENTS	(\$ 72,054.36);
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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, except for a formal written amendment to this Agreement approved by the COUNTY, shall the total monthly compensation paid to CONTRACTOR under this Provision B.1 exceed:

SIX THOUSAND FOUR DOLLARS and FIFTY THREE CENTS	(\$ 6,004.53);
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B.2 TIME AND MATERIAL COSTS

All repair work that is not routine in nature or arises from problems not caused by the CONTRACTOR, shall be approved in writing or via email by the Public Works Department. All work proposals shall be submitted with an estimated cost for repair and labor rates shall correlate to the hourly amount as detailed in Attachment C, and all parts and materials proposed for said repairs shall not exceed the current applicable fair market value.

B.3 INVOICING

Invoices for all repairs or work that is not routine in nature must include adequate detail of the work performed and location for record keeping purposes. Any repair or additional work that was not authorized in writing or via email prior to beginning is subject to be denied payment by the COUNTY.

Invoices for all work shall be delivered to:

*Yuba County Public Works
915 8th Street, Suite 125
Marysville, CA 95901*

B.4 PRICING

Only those charges that are identified in the Proposal and agreed upon by the County will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the County and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The County of Yuba and the Contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the County 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the County receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

B.5 TRAVEL COSTS.

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

B.6 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, in writing and signed by both parties, in advance of performing additional services.

**ATTACHMENT C
COUNTY OF YUBA
BID PROPOSAL FORM**

PROJECT TO BID COUNTY OF YUBA LANDSCAPE MAINTENANCE – Plumas Lake and Olivehurst Communities	ESTIMATED CONTRACT PERIOD 10/01/16 – 09/30/19
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1. COMPANY NAME Botanica Landscapes			
2. CONTRACTOR LICENSE NUMBER 409125	3. FEDERAL TAX ID NUMBER 68-04434	4. YEARS IN BUSINESS 30	
5. BILLING ADDRESS PO Box 569	6. CITY Yuba City	7. STATE CA	8. ZIP 95992
9. TELEPHONE (530) 671-1029	10. FAX (530) 671-3326	11. EMAIL ADDRESS nclavel@botanica.net	
12. CONTACT PERSON Nicholas Clavel		13. TITLE Superintendent	

14. Name of Onsite Supervisor/Foreman (MUST SPEAK ENGLISH) Rogelio Barriga	15. TITLE Supervisor
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Addendum Acknowledgement:

Addendum Numbers: Contractor's Initials:

To determine bid prices and rates, refer to Appendix A (included in specs) for a description of each area included in this bid.

CSA 66A	PLUMAS LAKE	\$	5,352.40	\$	64,228.80
CSA 66B	OLIVEHURST	\$	166.95	\$	2,003.39
CSA 66C	PLUMAS LAKE	\$	260.42	\$	3,125.06
CSA 66D	OLIVEHURST	\$	23.81	\$	285.72
CSA 66E	PLUMAS LAKE	\$	188.54	\$	2,262.46
CSA 69	OLIVEHURST	\$	12.41	\$	148.89
TOTAL		\$	6,004.52	\$	72,054.25

Identify the hourly rate at which the County will be invoiced for time and materials arising from services that are outside the specifications of the above designated landscape maintenance services.

LABOR RATE	\$ 60.00	PER HOUR
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Identify the approximate rate per square foot per area at which the monthly amount will be calculated for additional park or landscape areas that may be added to this contract as needed.

LANDSCAPE MAINTENANCE RATE	\$ 0.11	PER SQ FT
LANDSCAPE MAINTENANCE RATE (TURF)	\$ 0.11	PER SQ FT

Please list any other qualifications, certifications, training and/or relevant services to be provided below or on additional sheet(s) if necessary.

Department of Pesticide Regulation Qualified Pesticide Applicator Certificate,
Maintenance Gardener Pest Control Business License No. 35996, Agricultural Pest Control
Business County Registration (Yuba County), License to Sell Nursery Stock No. B0056.001,
Rainmaster Evolution DX2 Manufacturer Trained


BIDDER REFERENCES [Do Not Include Any Yuba County Government References]

COMPANY NAME Yuba Sutter Mall	
CONTACT PERSON Mike Geiger, Senior Real Estate Manager	CONTACT PHONE (949) 751-7561
DESCRIPTION OF SERVICES Interior and exterior full service landscape maintenance	

COMPANY NAME Westbridge Townhouses	
CONTACT PERSON Stormy Trahern, Manager	CONTACT PHONE (530) 671-6223
DESCRIPTION OF SERVICES Full service landscape maintenance	

COMPANY NAME Browns Valley Cemetary	
CONTACT PERSON Ruth Mikkelsen	CONTACT PHONE (530) 743-9404
DESCRIPTION OF SERVICES Full service landscape maintenance	

In accordance with the Invitation for Bid, General Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the County detailed therein. Further, the undersigned declares that he/she is authorized to enter into agreement on behalf of the above named business and it is hereby understood that the above bid reflects the cost of landscape maintenance detailed in the specifications.

SIGNATURE 	PRINTED NAME Nicholas M. Clavel	DATE 9/1/2016
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**ATTACHMENT D
COUNTY PARK AND STREETSCAPE MAINTENANCE
GENERAL PROVISIONS**

D.1 INDEPENDENT CONTRACTOR STATUS.

At all times during the term of this Agreement, the following apply:

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC.

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

D.5 CONTRACTOR NOT AGENT.

Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED.

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

D.7 PERSONNEL.

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

D.8 STANDARD OF PERFORMANCE.

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

D.9 POSSESSORY INTEREST.

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

D.10 TAXES.

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

D.11 TERMINATION.

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

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

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

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

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

D.12 NON-DISCRIMINATION.

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

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

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

D.14 OWNERSHIP OF INFORMATION.

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

D.15 WAIVER.

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

D.16 COMPLETENESS OF INSTRUMENT.

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

D.17 SUPERSEDES PRIOR AGREEMENTS.

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

D.18 CAPTIONS.

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

D.19 DEFINITIONS.

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

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

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

D.20 TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS.

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

D.22 MODIFICATION.

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

D.23 COUNTERPARTS.

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

D.24 OTHER DOCUMENTS.

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

D.25 PARTIAL INVALIDITY.

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

D.26 JURISDICTION.

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

D.27 CONTROLLING LAW.

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

D.28 TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY.

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

D.30 CONFLICT OF INTEREST.

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

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

D.31 NOTICES.

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

If to "COUNTY":

Yuba County Public Works
Attn: Michael Lee
915 8th Street
Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Botanica Landscapes
Attn: Ed Clavel
PO Box 569
Yuba City, CA 95992

ATTACHMENT E
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT
INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE.

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

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

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

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000.00 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000.00 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000.00 | Each accident, \$1,000,000.00 policy limit bodily injury by disease, \$1,000,000.00 each employee bodily injury by disease. |

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

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as 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. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR insurance policy, or as a separate owner's policy.

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

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

E.2 WAIVER OF SUBROGATION.

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

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

E.3 ACCEPTABILITY OF INSURERS.

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

E.4. VERIFICATION OF COVERAGE.

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

E.5 SUB-CONTRACTORS.

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

ATTACHMENT F
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT
LOCATION DESCRIPTION FOR PLUMAS LAKE/OLIVEHURST COMMUNITY

LOCATION DESCRIPTIONS

CSA 66A

CSA 66A is located in the Arboga and Plumas Lake areas and includes turf, shrubs, trees, a small park and twelve small "pass-through areas."

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Plumas-Arboga Road	from beginning of masonry west of Arboga Road to the end of the masonry wall	north side of the road
Links Parkway	From Plumas-Arboga Road to northern end	both sides of the street including all medians, roundabouts and turn-ins. Also include small turf area at northeast intersection of Links and Night Heron
Wheeler Ranch Drive	From Links Parkway to Links Parkway	both sides of the street including all medians, roundabouts and turn-ins. Also include "pass-throughs" into Jewelflower and Bluegrass
River Oaks Boulevard	From Algodon Road to the Linda Fire Department	both sides of the street including all medians and turn-ins and up to the crest of the westerly edge of the drainage canal, excluding frontage along commercial properties south of Plumas Lake Blvd and along Eufay Wood Park (except for 110 ft. south of Zanes Drive)
Plumas Lakes Boulevard	from River Oaks Boulevard to Algodon Road	both sides of the street including all medians
Kneebone Court	cul-de-sac	cul-de-sac "pass-through"
Jones Bar Court	cul-de-sac	cul-de-sac "pass-through"
Oregon Creek Way	cul-de-sac	cul-de-sac "pass-through"

Oregon Creek Way	at 90 degree bend	"pass-through"
Honey Run Court	cul-de-sac	cul-de-sac "pass-through"
Jacoby Creek Court	cul-de-sac	cul-de-sac "pass-through"
Aptos Creek Court	cul-de-sac	cul-de-sac "pass-through"
Roaring Camp Court	cul-de-sac	cul-de-sac "pass-through"
Felton Way	cul-de-sac	cul-de-sac "pass-through"
Edwards Court	cul-de-sac	cul-de-sac "pass-through"
Cactus Drive	cul-de-sac	cul-de-sac "pass-through"
Broken Bit Drive	cul-de-sac	cul-de-sac "pass-through"
Thunder Ranch Way	Thunder Ranch Way at Coffee Creek Way	"pass-through"
Zanes Drive	Zanes at Coffee Creek Way	"pass-through"
Dry Gulch Trail	from Oxbow Court to Coffee Creek Way	mini park and landscaping on south side of the street
River Oaks Boulevard	From canal north of Cimarron/Colorado Drives to Feather River Blvd	both sides of the street including all medians and turn-ins

CSA 66B

CSA 66A is located in Olivehurst and includes shrubs and trees

The location of work encompasses the following established streetscapes:

Olivehurst Avenue	from McGowan Parkway to 110 ft. north of Hicks Avenue	west side of the street including all turn-ins
McGowan Parkway	from Olivehurst Avenue to the end of the soundwall before the railroad tracks	north side of the street

CSA 66C

CSA 66C is located in Plumas Lake and includes turf, shrubs and trees

The location of work encompasses the following established streetscapes:

River Oaks Boulevard	from Linda Fire Department to canal north of Cimarron	east side of the street including all medians and turn-ins
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CSA 66D

CSA 66D is located in Olivehurst and includes turf, shrubs and trees

The location of work encompasses the following established streetscapes:

Arboga Road	one parcel north of Maplehurst Street to one parcel south of Maryclair Drive	east side of the street
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CSA 66E

CSA 66E is located in Plumas Lake and includes shrubs and trees

The location of work encompasses the following established streetscapes:

Chalice Creek Drive	Earhart Way to north end of improved landscaping	east side of the street
---------------------	--	-------------------------

CSA 69

CSA 69 is located in Olivehurst and includes shrubs and trees

The location of work encompasses the following established streetscapes:

Rose Avenue	August Way to Summerfield Lane	west side of the street
Summerfield Lane	detention basin	landscaping along detention basin
Dan Avenue	west of detention basin	control weeds along soundwall

McGOWAN PARK AND RIDE

The McGowan Park and Ride is located in Olivehurst and includes shrubs, trees and cleaning of the parking lot.

The location of work encompasses the following established streetscapes:

Powerline Avenue	at McGowan Park and Ride	all landscaping within the Park and Ride including sweeping of the parking lot.
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PLUMAS LAKE PARK AND RIDE

The Plumas Lake Park and Ride is located in Plumas Lake and includes shrubs, trees and cleaning of the parking lot.

The location of work encompasses the following established streetscapes:

Feather River Blvd	at Chalice Creek Drive	all landscaping within the Park and Ride including sweeping of the parking lot.
--------------------	------------------------	---

ATTACHMENT G
YUBA COUNTY PARKS AND LANDSCAPE MAINTENANCE SHEET

MONTH

YEAR

AREA MAINTAINED

ROUTINE MAINTENANCE

DATE:

	Y / N	Y / N	Y / N	Y / N	Y / N
MOWING AND EDGING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRIMMING AND EDGING GROUND COVER	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEARING PEDISTRIAN PATH OF TRAVEL	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEAN PARKING AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING / TRIMMING SHRUBS	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING TREES	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TREE STAKING / ADJUSTMENT	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
POWER WASHING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
MEDIAN MAINTENANCE*	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH / DEBRIS REMOVAL FROM	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
LANDSCAPE AREA / PLAY AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH RECEPTACLE (EMPTY/REPLACE WITH	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
NEW BAG)**	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
VERIFY & ADJUSTING WATERING ***	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

OTHER:

* All hard surface areas (asphalt, concrete, pavers, etc.) shall be kept free from weeds, debris, sand, etc.

** Trash receptacles to be emptied a minimum of one (1) time per week along all landscape corridors; five (5) times per week in all parks.

*** Irrigation should be set to turn off during periods of prolonged rain and return to normal when the rains have subsided.

SEASONAL MAINTENANCE

HERBICIDES

DATE:

PESTICIDES

DATE:

FUNGICIDES

DATE:

FERTILIZATION (4 TIMES PER YEAR)

DATE:

WEED ABATEMENT(2 TIMES PER YEAR)

DATE:

SOIL AERIFICATION (1 TIME IN AUTUMN)

DATE:

(CHECK ONE AND COMPLETE BELOW) ☐ REPAIRS ☐ VANDALISM ☐ PLANT REPLACEMENT ☐ OTHER

LOCATION:

PARTS / PLANT SPECIES:

DESCRIPTION:

GENERAL COMMENTS

SUBMITTED BY

DATE

REVIEWED BY

DATE



CERTIFICATE OF LIABILITY INSURANCE

(421-0916) Appro... - 37 of 44

WANG

(my)

9/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Lodi-Alliant Insurance Services, Inc.
641 South Ham Ln Ste. B
Lodi, CA 95242

CONTACT NAME: Kristen Solari

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: ksolari@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Insurance Company

25011

INSURER B: Security National Insurance Company

19879

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

UNITED LANDSCAPE RESOURCE INC dba BOTANICA
LANDSCAPES
P O Box 569
Yuba City, CA 95992-0569

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	WPP1097804 03	05/09/2016	05/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	WPP1097804 03	05/09/2016	05/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SWC1089591	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: New Contract effective September 2016.

Yuba County, its officers, officials, employees, and volunteers are additional insured as respects General Liability per the attached endorsement. Coverage is primary. Waiver of subrogation applies per the attached endorsement.

CERTIFICATE HOLDER

Yuba County
915 8th Street
Marysville, CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: WPP1097804 03

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: WPP1097804 03

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

BLANKET AS REQUIRED BY WRITTEN CONTRACT**Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

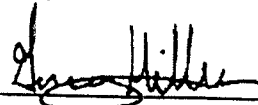
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/1/15
Insured United Landscape Resource Inc
dba Botanica Landscapes

Policy No. SWC1089591
Insurance Company Security National

Endorsement No. 001

Countersigned By



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: United Landscape Resources, Inc. dba Botanica Landscapes

Endorsement Effective Date: 5/9/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket as required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

The County of Yuba

Community Development & Services Agency

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



BUILDING
 749-5440 • Fax 749-5616

CODE ENFORCEMENT
 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUF
 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

September 27, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: ADOPT RESOLUTION APPROVING GRANT OF \$370,000 FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE FUEL REDUCTION ALONG COUNTY ROADS PROJECT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS TO ADMINISTER THE GRANT

RECOMMENDATION:

Adopt the attached resolution approving a grant from the State Water Resources Control Board (SWRCB) for \$370,000, and authorizing the Public Works Director to execute the agreement along with any and all administrative documents related to the project on behalf of the County.

BACKGROUND:

This project is part of a comprehensive landscape fuel break network that has been ongoing for over 15 years, through approximately 10 grants and 150 miles of roadways. Providing fuel breaks along County roads helps reduce the risk and severity of large scale forest fires, provides a tool for fire fighters to use in low intensity fires, and improves ingress for firefighters and improved egress for evacuees in the event of a fire. It also provides a reduction in road side ignitions from becoming a devastating wildfire.

This project will construct 185 acres of shaded fuel breaks along 30 miles of County roadways in the Yuba foothill SRA areas, enhancing fire safety and preventing water quality degradation that results from wildfires. This project will decrease the water quality impact from soil rill and sheet erosion that occurs on burned sites in the steep foothill ecosystems after wildfires.

DISCUSSION:

The SWRCB solicited applications through the Timber Regulation and Forest Restoration Fund for projects that help implement forest management measures on forest lands to improve water quality. Public Works seized the opportunity to submit a detailed application to continue our ongoing roadside fuel reduction efforts. Public Works applied for a \$370,000 grant through the Timber program to create shaded firebreaks along 30 miles of roadway in the foothill communities. The use of this

funding as stated will reduce the likelihood of a devastating wildfire in the foothill communities of Yuba County as well as enhance potential evacuation routes in the event of a wildfire.

Other tasks that will be funded through the grant include: developing an outreach plan based on past successes to maximize public exposure to the Roadside Fuel Reduction Project and its associated benefits; hiring a professional consulting firm to aid in preparation and distribution of outreach efforts; sending out informational brochures to foothill residents discussing the importance of “Fire Safe” communities, fuel breaks, and defensible space; notifying residents of ongoing Yuba Watershed Protection & Fire Safe Council meetings and encouraging attendance; working with the Appeal Democrat to publish an article about the County’s Roadside Fuel Reduction program and its importance; and installing appropriate signage along roadways to help maximize public exposure to the project.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is an additional grant proposed as part of an ongoing program in which the full Board has previously expressed its support.

FISCAL IMPACT:

The grant will provide \$370,000 to reimburse Public Works for expenses incurred performing the roadside fuel reduction work and promoting the benefits of hazardous fuels reduction. There is no impact to the General Fund.

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

**A RESOLUTION ACCEPTING)
SWRCB GRANT #D16-13-502 FOR)
YUBA COUNTY ROADSIDE)
FUEL REDUCTION AND)
AUTHORIZING THE PUBLIC)
WORKS DIRECTOR TO FILE A)
FINANCIAL ASSISTANCE)
APPLICATION, TO SIGN ANY AND)
ALL DOCUMENTS ASSOCIATED)
WITH APPLYING FOR AND)
ACCEPTING FINANCIAL)
ASSISTANCE, AND TO ACCEPT)
ANY FINANCIAL ASSISTANCE)
GRANTED)**

RESOLUTION NO. _____

WHEREAS, the State of California Water Resources Control Board (SWRCB) proposes to award Grant #D16-13-502 to Yuba County to perform the Roadside Fuel Reduction Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby accept grant #D16-13-502 from the SWRCB in the amount of \$370,000 for the Roadside Fuel Reduction Project.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes and directs the Public Works Director of Yuba County to:

- 1) Sign and file a Financial Assistance Application for an assistance agreement from the SWRCB for the planning, design, and construction of the Roadside Fuel Reduction Project.
- 2) Accept any financial assistance that is granted to the County of Yuba from the SWRCB for the planning, design, and construction of the Roadside Fuel Reduction Project.
- 3) Provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the SWRCB and any amendments or changes thereto.

////

- 4) Represent Yuba County in carrying out Yuba County's responsibilities under the assistance agreement, including certifying disbursement requests on behalf of Yuba County in compliance with applicable requirements.

PASSED AND ADOPTED this _____ day of _____ 2016, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: Donna Stottlemeyer
Clerk of the Board

By: _____

Chair, Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By: Courtney C. Jones

The County of Yuba

424-0916
(424-0916) Appro... - 1 of 12

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator
Health & Human Services Department

DATE: September 20, 2016

SUBJECT: Children's Medical Services (CMS) Plan and Fiscal Guidelines for FY 2016-2017

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Children's Medical Services (CMS) Plan and Fiscal Guidelines for Fiscal Year (FY) 2016-2017 and authorize the Chair to sign the two CMS Certification Statements included in this plan.

BACKGROUND: The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program, which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC) to county health departments. DHCS allocates administrative funds to the Public Health Division of the Health and Human Services Department to provide these ongoing mandated services upon the submission and approval of the CMS Plan Guidelines.

DISCUSSION: The CMS Plan and Fiscal Guidelines for FY 2016-2017 includes the combined plan, budget, and scope of work to continue the administration of the CHDP, CCS and HCPCFC programs in Yuba County. The budget for these programs is estimated to be \$820,797; which includes the CHDP budget of \$119,604, the HCPCFC budget of \$189,729, and the CCS budget of \$511,464. This revenue source covers salaries and benefits for 7 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

COMMITTEE: The Human Services Committee was bypassed as this is a routine annual request. There are no significant changes to the Plan.

FISCAL IMPACT: Approval of the CMS Plan and Fiscal Guidelines will not impact County General Funds. The County match requirement is estimated at \$114,271 for the CCS and CHDP Programs and will be funded through Health Realignment Funds.

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

**Children's Medical Services (CMS)
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)**

Plan Guidelines

FY 2016-2017

Children's Medical Services
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)

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Plan and Budget Required Documents Checklist**MODIFIED FY 2016-2017**

County/City:	Yuba	Fiscal Year:	2016-2017
Document			
1.	Checklist		Yes
2.	Agency Information Sheet		Yes
3.	Certification Statements		Yes
	A. Certification Statement (CHDP) – Original and one photocopy		Yes
	B. Certification Statement (CCS) – Original and one photocopy		Yes
4.	Agency Description		
	A. Brief Narrative		Yes, CHDP
	B. Organizational Charts for CCS, CHDP, and HCPCFC		Retain locally
	C. CCS Staffing Standards Profile		Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC		Yes
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised		Yes
	F. Duty Statements – Include if newly established, proposed, or revised		Yes
5.	Implementation of Performance Measures – Performance Measures for FY 2015-2016.		N/A
6.	Data Forms		
	A. CCS Caseload Summary		Yes
	B. CHDP Program Referral Data		Yes
7.	Memoranda of Understanding and Interagency Agreements List		
	A. MOU/IAA List		Yes
	B. New, Renewed, or Revised MOU or IAA		Yes
	C. CHDP IAA with DSS biennially		Yes
	D. Interdepartmental MOU for HCPCFC biennially		Yes
8.	Budgets		
	A. CHDP Administrative Budget (No County/City Match)		
	1. Budget Summary		Yes

County/City: YubaFiscal Year: 2016-2017

Document		
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	Yes
2.	Budget Justification Narrative	Yes
3.	Budget Justification Narrative	Yes
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
D.	HCPCFC Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Worksheet to Determine Healthy Families Funding Source	Yes
4.	Budget Justification Narrative	Yes
E.	CCS Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	N/A
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9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	Yes
3.	Property Survey Report Form (STD 152)	N/A

Agency Information Sheet**County/City:** Yuba County**Fiscal Year:** 2016-2017**Official Agency**

Name:	County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Ave., Ste. 100
Health Officer	Nichole Quick, MD, MPH		Marysville, CA 95901

CMS Director (if applicable)

Name:		Address:	
Phone:			
Fax:		E-Mail:	

CCS Administrator

Name:	Nelly Camarena, PHN III	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6492		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	ncamarena@co.yuba.ca.us

CHDP Director

Name:	Nicole Quick, M.D., MPH	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6366		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	nquick@co.yuba.ca.us

CHDP Deputy Director

Name:	Cheryl Andersen, PHN II	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6454		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	candersen@co.yuba.ca.us

Clerk of the Board of Supervisors or City Council

Name:	Donna Stottlemeyer	Address:	915 8 th Street, Ste. 109
Phone:	530-749-7510		Marysville, CA 95901
Fax:	530-749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us

Director of Social Services Agency

Name:	Jennifer Vasquez	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6380		Marysville, CA 95901
Fax:	530-749-6281	E-Mail:	jvasquez@co.yuba.ca.us

Chief Probation Officer

Name:	Jim Arnold	Address:	215 5 th Street
Phone:	530-749-7550		Marysville, CA 95901
Fax:	530-749-7364	E-Mail:	jarnold@co.yuba.ca.us

Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - Child Health and Disability Prevention (CHDP) ProgramCounty/City: Yuba County

Fiscal Year: 2016-2017

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

[Signature], CHDP Director
Signature of CHDP Director

9/6/16
Date Signed

[Signature], Health Officer
Signature of Director or Health Officer

9/6/16
Date Signed

Vanessa Pasquas, Director
Signature and Title of Other - Optional

9/6/16
Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: [Signature]

Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - California Children's Services (CCS)County/City: Yuba County

Fiscal Year: 2016-2017

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Nelly Camarena, PHN
Signature of CCS Administrator

9/6/16
Date Signed

[Signature], Health Officer
Signature of Director or Health Officer

9/6/16
Date Signed

Vannifer Pasquon, Director
Signature and Title of Other - Optional

9/6/16
Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

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

BY: [Signature]

Brief Narrative

Yuba County's CHDP Program is currently composed of a Public Health Nurse (PHN) II who serves as the CHDP Deputy Director, PHN nurses, and an Office Specialist. The program is part of the Children's Medical Services (CMS) Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse or designee. The unit is one of three nursing units within the Health Services Division which has medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Child Welfare Services Division. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County has conducted, completed and/or participated in the following activities during this past fiscal year (2015-2016):

- CHDP collaborated with E-Center and conducted vision training September 15 -16, 2015.
- CHDP collaborated with E-Center and conducted an audiometric training on April 26, 2016.
- CHDP continued with the obesity prevention program, Choices Create Chances. Pediatric classes were offered at one pediatric clinic location, which began January 21, 2016.
 - CHDP conducted English/Spanish classes on lifestyle change twice a month for 12 weeks.
- CHDP continued oral health collaboration with the Maternal Child and Adolescent Health (MCAH) program.
 - CHDP conducted a fluoride varnish application training for Yuba County Public Health nurses during the fall of 2015.
 - Fluoride varnish clinics were offered at 26 sites from February 2016 to May 2016.
- CHDP collaborated with MCAH to launch Help Me Grow to encourage pediatricians to utilize the Ages and Stages Questionnaire 3 (ASQ-3).
 - CHDP and MCAH conducted the following trainings for one pediatric office: Help Me Grow Yuba County Training, an ASQ-3 & ASQ:SE2 Training for Provider, and an ASQ Online Training.

CHDP goals for the fiscal year 2016-2017:

- CHDP will continue to collaborate with E-Center Head Start.
 - CHDP Vision training scheduled for September 9, 2016.
 - CHDP audiometric training to be scheduled in the spring of 2017
 - Will offer fluoride varnish clinics for E-Center sites in the winter of 2016.
- CHDP will continue the Choice Create Chances classes for children as part of the obesity program.
- CHDP will offer ASQ trainings for two out of the six Yuba County pediatric clinics.
- Oral Health
 - Expand the fluoride varnish clinics in the Yuba County Public Health clinic and in the community at local preschools.
 - Offer Yuba County pediatric clinics training on the application of fluoride varnish for children 0 through 5 years old.

HCPCFC and CHDP are currently working closely with Children's Welfare Services and Mental Health in developing a psychotropic management plan.

Yuba County is a CCS dependent county under the direction of the CCS Dependent County Operations Section (DCOS). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Nurse Case Managers collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Nurse Case Managers review all requests for needed medical services and intervene in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



425-0916
(425-0916) Adopt... - 1 of 6

MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

To: The Board of Supervisors

From: Jill Abel, Human Resources Director

A handwritten signature in black ink, appearing to be "J. Abel", is written over the "From:" line.

Date: September 27, 2016

Re: Resolution adopting the Yuba County Departmental Position Allocation Schedule as it relates to the 2016- 2017 Fiscal Year Budget

RECOMMENDATION:

Adopt the attached Resolution amending the Yuba County Departmental Position Allocation Schedule in its entirety as set forth in Attachment "A", effective July 1, 2016 as it relates to the 2016-2017 Fiscal Year Budget.

DISCUSSION:

The Yuba County Department Position Allocation is brought to the Board at different times throughout the year to reflect changes in classification and position allocation. The attached allocation reflects the changes to the Yuba County Department Position Allocation as approved by the Board of Supervisors during the final budget hearing on September 20, 2016 including approvals by the County Administrator or through resolutions as approved by the Board of Supervisors since adoption of the preliminary budget.

COMMITTEE ACTION:

None – Administrative only

FISCAL IMPACT:

None – Administrative only

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

IN RE:

RESOLUTION ADOPTING THE)
DEPARTMENTAL POSITION ALLOCATION)
IN ITS ENTIRETY)
_____)

NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule be adopted as follows effective **07/01/16**.

IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "A"

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottmeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By _____

By: Courtney C. [Signature]

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2016-2017

(425-0916) Adopt... - 3 of 6 "A"

Administrative Services

Accounting Specialist	1
Administrative Services Officer II	1
Administrative Technician	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building & Grounds Supervisor	1
Building Maintenance Custodian	8
Building Maintenance Technician I/II	3
Custodial Supervisor	1
Director of Administrative Services	1
Facilities Manager	1
Fiscal Analyst	1
Project Manager	1
Senior Building Maintenance Technician	1
TOTAL:	23

Agricultural Comm / Weights & Measures

Agricultural Commissioner / Sealer of Weights & Measures	1
Agricultural Weights & Measures Specialist I/II/III	5
Assistant Ag & Weights & Measures Commissioner	1
Executive Assistant	1
TOTAL:	8

Assessor

Assessment Assistant I/II	2
Assessment Specialist	3
Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Cadastral Drafting Technician I/II	2
Chief Deputy Assessor - Administration	1
Real Property Appraiser I/II/III	4
Transfer Analyst I/II	2
TOTAL:	17

Auditor-Controller

Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	3
Administration & Accounting Supervisor	1
Auditor-Controller	1
Payroll Technician (1 Limited Term Exp 6/30/17)	2
Senior Accountant Auditor	1
TOTAL:	10

Board of Supervisors

Supervisor	5
TOTAL:	5

Child Support Services

Accounting Specialist	3
Administration & Accounting Supervisor	1
Attorney I/II/III	2
Case Manager I/II	11
Case Manager III	1
Child Support Technician	2
Customer Relations Supervisor	1
Deputy Director Child Support Services	1
Director of Child Support Services	1
Executive Assistant	1
Legal Office Assistant I/II	2
Office Assistant I/II	4
Supervising Case Manager	2
TOTAL:	32

Clerk of the Board

Clerk of the Board of Supervisors	1
Deputy Clerk of the Board of Supervisors - C	1
Office Specialist - C	1
TOTAL:	3

Community Development & Services Agency

Accounting Specialist	2
Accounting Technician	1
Administrative Service Manager	1
Administrative Technician	2
Assistant Public Works Director	1
Assistant Public Works Superintendent	2
Associate Civil Engineer	3
Associate Surveyor	1
Building Inspector III	3
Code Enforcement Manager	1
Code Enforcement Officer I/II	5
Community Development & Services Agency Director	1
County Surveyor	1
Director of Environmental Health	1
Engineering Technician I/II	3
Environmental Health Specialist I/II/III	4
Environmental Health Supervisor	1
SUBTOTAL:	33

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2016-2017

(425-0916) Adopt... - 4 of 6

"A"

Community Development & Services Agency (Continued)

Environmental Health Technician	2
Fiscal Analyst	1
Hazardous Materials Specialist I/II/III	1
Hazardous Materials Supervisor	1
Heavy Equipment Mechanic	1
Office Specialist	1
Permit Technician	1
Plan Checker I/II	2
Planner I/II/III	1
Principal Engineer	2
Principal Planner	1
Project Manager	1
Public Works Director	1
Public Works Maintenance Worker I/II	11
Public Works Project Manager	1
Public Works Superintendent	1
Senior Accounting Technician	1
Senior Associate Civil Engineer	1
Senior Public Works Maintenance Worker	6
Supervising Building Official	1
TOTAL:	71

County Administrator

Assistant County Administrator	1
Communications and Legislative Affairs Coordinator	1
County Administrator	1
Deputy County Administrator	1
Executive Assistant to County Administrator - C	1
Management Analyst I/II	1

Emergency Services

Emergency Operations Manager	1
Emergency Services Planner	1
Deputy County Administrator - Emergency Services	1

Three Rivers Levee Improvement Authority

Executive Assistant	1
Executive Director, Three Rivers Levee Improvement Authority	1
TOTAL:	11

County Clerk-Recorder

Clerk-Recorder Manager	1
County Clerk-Recorder	1
Elections Clerk I/II	3
Recorder Clerk I/II	5
Registrar of Voters Manager	1
Senior Elections Clerk	1
Senior Recorder Clerk	1
TOTAL:	13

County Counsel

Chief Deputy County Counsel	1
County Counsel	1
Deputy County Counsel I/II/III	4
Legal Services Coordinator - C	1
Paralegal - C	1
TOTAL:	8

District Attorney

Chief Deputy District Attorney	1
Chief DA Investigator	1
Deputy District Attorney I/II	2
Deputy District Attorney III	6
District Attorney	1
District Attorney Investigator	1
Legal Office Assistant I/II	3
Legal Services Supervisor	1
TOTAL:	16

Emergency Services

See County Administrator Allocation	
TOTAL:	0

Health & Human Services

Accounting Assistant I/II	2
Accounting Specialist	2
Accounting Technician	3
Administration and Accounting Supervisor	2
Administrative Analyst - Health & Human Services	5
Administrative Technician	6
Appeals Specialist	1
CCS Case Manager	1
Deputy Director of Health & Human Services	2
Director of Health & Human Services	1
Director of Nurses	1
SUBTOTAL:	26

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2016-2017

(425-0916) Adopt... - 5 of 6

"A"

Health & Human Services (Continued)

Eligibility Supervisor	14
Eligibility Technician I/II	84
Employment and Training Specialist I/II	6
Epidemiologist	1
Executive Assistant	1
Family Nurse Practitioner	1
Finance & Administrative Supervisor	2
First 5 Yuba Commission Executive Director	1
Fiscal Analyst	2
Health & Human Services Aide	2
Health & Human Services Program Manager	7
Health Administrator	1
Health Education Specialist I/II	2
Health Officer	1
Health Program Coordinator	2
Legal Office Assistant I/II	3
Office Assistant I/II	13
Office Specialist	14
PHN INTERN/PUBLIC HEALTH NURSE I/PUBLIC HEALTH NURSE II	11
Physical Therapist	1
Program Aide	10
Program Assistant	1
Program Specialist	8
Project Manager	1
Public Health Nurse III	2
Registered Nurse	1
Senior Accounting Technician	3
Senior Eligibility Technician	16
Social Worker I (EMPLOY)	22
Social Worker I/II (AS)	6
Social Worker II (EMPLOY)	6
Social Worker III (AS)	2
Social Worker III/IV (AS)	2
Social Worker III/IV (CWS)	26
Social Worker Supervisor (AS)	2
Social Worker Supervisor (CWS)	5
Social Worker Supervisor (EMPLOY)	6
Supervising Legal Office Assistant	1
Supervising Public Health Nurse	3
Supervising Welfare Fraud Investigator	1
Supply/Mail Clerk I/II	2
Support Services Supervisor	2
Veterans' Services Officer	1
Veterans' Services Representative	2
Welfare Fraud Investigator	3
TOTAL:	329

Human Resources

Assistant Human Resources Analyst - C	1
Assistant Human Resources Director	1
Human Resources Analyst I/II - C	4
Human Resources Director	1
Human Resources Technician- C	2
Human Resources Training Analyst I/II - C	1
Office Assistant I/II - C	1
TOTAL:	11

Information Technology

Chief Information Officer	1
Information Technology Analyst I/II	8
Information Technology Manager	2
Information Technology Supervisor	1
Information Technology Support Technician I/II	2
Senior Accounting Technician	1
Senior Information Technology Analyst	4
TOTAL:	19

Library

Administrative Service Officer I	1
Librarian	1
Senior Library Technician	1
TOTAL:	3

Probation

Accounting Technician	2
Administrative Services Manager	1
Administrative Services Officer I	1
Administrative Technician	1
Assistant Chief Probation Officer	1
Chief Probation Officer	1
Clinical Social Worker I/II (1 PT .40 FTE)	5
Control Room Operator	3
Cook (1 PT .60 FTE)	4
Correctional Facility Registered Nurse	1
Deputy Probation Officer I/II/III	22
Deputy Superintendent	2
Intervention Counselor I/II	7
Juvenile Corrections Officer I/II	26
Kitchen Supervisor	1
Legal Office Assistant I/II	1
Office Assistant I/II	5
Probation Aide	2
SUBTOTAL:	86

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2016-2017

(425-0916) Adopt... - 6 of 6 "A"

Probation

Probation Analyst	1
Probation Program Manager	2
Senior Deputy Probation Officer	9
Senior Substance Abuse Counselor I/II	1
Senior Victim Witness Advocate	1
Substance Abuse Counselor I/II	2
Superintendent of Institutions	1
Supervising Deputy Probation Officer	4
Supervising Juvenile Corrections Officer	7
Victim Witness Advocate I/II	1
Victim Witness Program Manager	1
TOTAL:	116

Public Guardian

Deputy Public Guardian I/II	1
Office Assistant I/II	1
Public Guardian/Conservator	1
TOTAL:	3

Sheriff - Coroner

Accounting Technician	2
Animal Care Services Officer	3
Animal Care Technician	1
Commissary Assistant	1
Communications Dispatcher I/II	15
Community Services Officer	8
Cook	3
Correctional Facility LVN/Correctional Facility Registered Nurse	5
Correctional Facility Medical Assistant	4
Correctional Lieutenant	1
Correctional Maintenance Technician I/II	1
Correctional Officer	62
Corrections Food Services Supervisor	1
Corrections Recreation Aide	1
SUBTOTAL:	108

Sheriff - Coroner Continued

Crime Analyst	1
Deputy Sheriff/Deputy Sheriff Trainee	52
Detention Services Clerk	1
Evidence Technician	1
Executive Assistant	1
Executive Assistant to the Sheriff	1
Family Nurse Practitioner/Physician Assistant	1
Office Specialist	3
Senior Accounting Technician	1
Sheriff - Coroner	1
Sheriff's Captain	3
Sheriff's Civil Services Associate	1
Sheriff's Communications & Records Supervisor	1
Sheriff's Financial Manager	1
Sheriff's Lieutenant - Operations	2
Sheriff's Records Clerk	1
Sheriff's Sergeant - Corrections/Correctional Sergeant	6
Sheriff's Sergeant - Operations	10
Substance Abuse Counselor I/II	1
Supervising Animal Care Services Officer	1
Supervising Correctional Facility Registered Nurse	1
Undersheriff	1
TOTAL:	200

Treasurer / Tax Collector

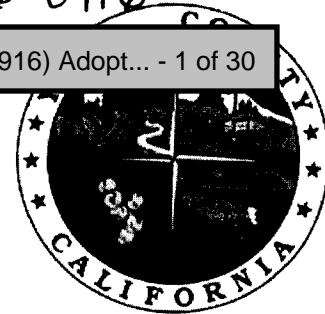
Accounting Assistant I/II	3
Accounting Technician	1
Administration & Accounting Supervisor	1
Assistant Treasurer and Tax Collector	1
Chief Deputy Treasurer / Tax Collector	1
Senior Accounting Technician	1
Treasurer / Tax Collector	1
TOTAL:	9

YUBA COUNTY POSITION ALLOCATION GRAND TOTAL:

907

The County of Yuba

426-0916
(426-0916) Adopt... - 1 of 30



Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

To: Board of Supervisors
From: Richard Eberle, Auditor-Controller *RE*
Subject: Authorize Yuba County Auditor-Controller to Enter Agreement with Kronos, Inc.
Date: September 27, 2016

Recommendation:

It is recommended that the Board of Supervisors approve a contract agreement with Kronos Incorporated for the purchase, implementation, support, and maintenance of the Workforce Ready Payroll and Timekeeping/Attendance software solution and authorize the Purchasing Agent to execute the agreement upon review and approval of County Counsel.

Background:

Currently, the County uses disparate and disjointed systems to collect time and attendance data for their employees in the form of paper timesheets or a unique software system. Departments then summarize data onto paper forms that are submitted to the Auditor-Controller for processing. The Auditor-Controller payroll staff reviews the summarized data and makes manual entries into the current payroll system. This system is extremely cumbersome and prone to errors.

The management of time off is also a significantly manual process. There is no real time access to leave balances. If an employee wants to know their available leave time they must look at their paychecks and add/subtract time based on usage or earning for the current month. This creates minimal visibility for supervisors to manage leave requests.

On May 10, 2016 the Board of Supervisors approved the release of a Request for Proposal (RFP) to obtain a new payroll processing and time/attendance system. The RFP solicited responses for solutions to automate existing manual processes, streamline existing processes, and enhance reporting features for time-related data. Of the three vendors who responded to the RFP, two were selected to present product demonstrations. An evaluation team, consisting of a selection of departments representing a large portion of the needs of the county, was invited to participate and evaluate the vendor demonstrations. The team selected the vendor Kronos Incorporated as the vendor best able to meet all the County's needs.

Discussion:

Upgrading the technology will provide a more effective and efficient way to meet departmental and employee needs. The Workforce Ready platform is the most recent version of Kronos' payroll software and the project has been proposed as a Software as a Service (SaaS) platform, meaning no additional technology infrastructure will be required for the County to implement. The software is modularized allowing the County to add or remove functionality as our needs change. At this time the proposal includes time management, payroll

management, payroll processing, and accrual and leave management. We contacted various other Kronos Workforce Ready Customers in and out of California to gain an understanding of their opinions and use of the software and feel comfortable the solution proposed will meet our needs. The estimated time of implementation is approximately 150-180 days, so it is reasonable to expect the project to be completed within this fiscal year. This project will require the assistance of all departments in order to realize the maximum benefits to the County as a whole.

The County will realize a cost increase due to the implementation of this software. The increase in costs will be accompanied by an increase in the service level to the public by allowing additional resources to be focused on service to the public instead of processing administrative paperwork.

The contract presented today is a draft based on discussions held between the County and Kronos. A few technical details are being completed at the time this Board memo was submitted. Staff is asking the Board to approve the above stated actions with the understanding that any changes to the draft submitted to your Board today will be minor / technical in nature. The changes will not materially affect the information contained in this agenda item presented today.

Fiscal Impact:

It is expected that the total cost of implementing this software will not exceed \$85,000. The funding for this will come from the remaining portion of a FY 14-15 allocation of \$225,000 in Capital Project resources. At present approximately \$120,000 remains unspent. There will be an increase in ongoing costs for the software over our current payroll processing expenditures. Currently the County pays approximately \$2.85 per employee per paycheck to process payroll, roughly \$2,500 per month. The additional services (time/attendance, leave and accrual management) will increase the price to approximately \$8.85 per employee per month. At current staffing levels this will cost approximately \$7,600 per month.

Attachment:

Kronos Incorporated Draft Contract.

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

**RESOLUTION TO AUTHORIZE THE YUBA)
COUNTY PURCHASING AGENT TO ENTER)
INTO AGREEMENT WITH KRONOS)
INCORPORATED TO IMPLEMENT)
PAYROLL AND TIME AND ATTENDANCE)
SYSTEM, TO EXECUTE DOCUMENTS AND)
MAKE EXPENDITURES REQUIRED BY)
THE AGREEMENT)**

RESOLUTION NO _____

WHEREAS, the Auditor-Controller is responsible for collecting data necessary for effectively processing payroll; and

WHEREAS, the current method of collecting data, which involves significant manual processes; which affects departmental operations across the County; and

WHEREAS, the Purchasing Agent has negotiated an agreement with KRONOS Incorporated to provide appropriate software, technological expertise, and support to automate the collection of time and attendance related data and processing payroll;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Purchasing Agent is hereby authorized to enter into an agreement with KRONOS Incorporated.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Purchasing Agent is hereby authorized to execute, upon review and approval of County Counsel, the agreement with KRONOS Incorporated, and periodically amend the agreement as may be necessary to effectuate its purposes.

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BE IT FURTHER RESOVLED by the Board of Supervisors of the County of Yuba that the Auditor-Controller is hereby authorized to authorize the expenditure of funds as required by the agreement.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

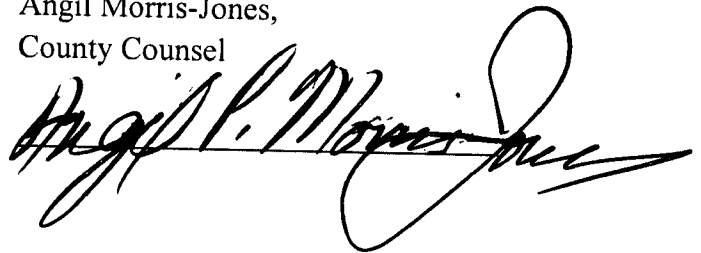
ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

A handwritten signature in black ink, appearing to read "Angil Morris-Jones", is written over a horizontal line.

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).

"Application(s)" or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

"Documentation" means technical publications published by Kronos relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means the Kronos equipment purchased or rented by Customer under this Agreement.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"Minimum Contract Value" means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

3.2 The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form or subject to Section 17.9 below. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged

for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

3.6 Customer agrees that except if Customer terminates for material breach of the Agreement by Kronos, if Customer has not paid the Minimum Contract Value to Kronos prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, Customer shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fees then paid by Customer for the Initial Term or Renewal Term, as applicable, and the Minimum Contract Value.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not sublicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

4.5 Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation.* Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-

related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

7.2 Standard Support. Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

7.4 Educational Materials and Content. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

8. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Customer rents from Kronos:

(a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss,

theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.

(f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Customer purchases from Kronos:

(a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

(b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer

notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of

infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kronos is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

17.10 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

DATED: _____

CUSTOMER:

BY: _____

NAME: _____

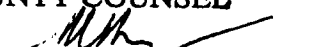
TITLE: _____

KRONOS:

BY: _____

NAME: _____

TITLE: _____

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

PAYROLL SERVICES AGREEMENT

(426-0916) Adopt... - 15 of 30

THIS PAYROLL SERVICES AGREEMENT (this "Agreement") is by and between Advanced Payroll Systems, Inc., a Kentucky corporation located at 13405 Eastpoint Centre Dr., Suite 100, Louisville, KY 40223 ("APS"), and the employer listed on the signature page to this Agreement ("Client").

APS is a certified Premier Partner of Kronos Incorporated, a global workforce management solution provider ("Kronos"). Client has an existing relationship with Kronos and has been introduced to APS by Kronos.

APS will provide certain payroll and related services to and on behalf of Client. In rendering such services, APS will use the Kronos platform known as Workforce Ready or WFR. Kronos will perform certain set-up and other intake services necessary for APS to provide the services to Client.

If Client has multiple EIN's, Attachment 2 depicts the entities, each a "Party" and collectively the "Parties" that are incorporated into and bound by this Agreement. Companies may be added or terminated from this agreement by written notice to APS from Client in accordance with Section 12 - Notices, subject to the provisions of Section 6 - Termination. The list of entities covered depicts the Company FEIN, Name, Address and Banking Accounts for Funding of Payroll and related liabilities.

Engagement. Client hereby engages APS to provide the following designated payroll and related services (each a "Service" and collectively the "Services"):

Check Printing and Fulfillment Services. - APS will print employee payroll checks, direct deposit advices and third party checks drawn on Client's bank account, and distribute same to locations/destinations via FedEx or UPS either Next Day Air or Ground, as directed by Client. For delivery purposes, Client shall obtain and provide either a FedEx or UPS account number for use by APS for shipping of Client documents and/or checks. Client is responsible for all money movement for direct deposits and third party recipients. (See ATTACHMENT 1 hereto).

Treasury Services - means the money movement via ACH for employee direct deposits and other third party recipients as required. (See ATTACHMENT 1 hereto.)

Tax Services - the impounding and timely remittance of tax funds (as required by each jurisdiction) held by APS through the "Draw Down Wire" impounds referenced below, and the filing of all returns as required based on the various tax jurisdictions governing Client employees. APS guarantees the proper and timely remittance of all tax liabilities generated by Clients' use of the *Workforce Ready* platform in all 50 States, Puerto Rico, U.S. Virgin Islands and Guam. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, **excluding** Puerto Rico, U.S. Virgin Islands and Guam.

W2 Printing- means the printing of employee forms. Specific timelines are established for Client to promptly complete its year end requirements in order for APS to timely fulfill its obligations. (See ATTACHMENT 1 hereto.)

1099 Printing- means the printing of contractor forms. Specific timelines are established for Client to complete its year end requirements in order for APS to timely fulfill its obligations. Contractor 1099 forms, if any will be filed with the IRS only. (See ATTACHMENT 1 hereto.)

ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable child support agencies. (See ATTACHMENT 1 hereto.)

2. APS Representations and Warranties. As a material inducement for Client to enter this Agreement, APS hereby represents and warrants to Client the following:

2.1 Standard of Care. APS shall perform the Services in a timely, professional and workmanlike manner in accordance with industry standards of care and best practices.

2.2 Confidentiality. APS agrees to use all reasonable best efforts and best business practices to keep confidential, all information provided by Client, and to safeguard such information from misuse or unauthorized access by any third parties including APS personnel. APS will comply with all applicable laws, regulations and industry standards in performing the Services, including but not limited to all laws, regulations and industry standards pertaining to data protection, data privacy, Personally Identifiable Information (PII) and HIPAA compliance, to the extent APS can access such PII or HIPAA information. APS agrees that it will use such information solely for the purpose of providing the Services, and that it will not disclose such information outside the scope of this Agreement to any person or entity without first obtaining the prior written approval of Client. If APS is required by law to disclose any confidential information, APS will use reasonable efforts to provide Client with prompt written notice of such requirement prior to such disclosure in order that a protective order or other appropriate remedy may be sought by Client in a timely manner. APS will ensure that all personnel who have access to any Client information will have been subject to and passed a background check, including criminal record check, prior to being assigned to provide Services hereunder, as allowed by then current applicable laws.

2.3 Limited APS Guarantee. If APS makes an error or omission in the preparation or filing of Client payroll tax returns, fails to timely submit the ACH files for the timely payment of payroll tax obligations or employee direct deposit payments, which error or failure results in an assessment of penalty or interest by any taxing authority against Client, then APS will promptly correct the error or omission under this agreement and will pay such penalty and interest (notwithstanding the dollar limitation on APS liability contained in Section 11). In consideration of this guarantee by APS, Client agrees that this guarantee represents the sole remedy of Client against APS with respect to the APS guarantee in this Section 2.3 except as otherwise provided in this agreement. Client will provide APS timely notice as described below, of any such assessment and APS shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Client shall be consulted during all stages of any defense and APS shall settle no such claim without the consent of Client. Timely notice to APS shall mean within ten (10) business days of receipt of the initial notice of assessment by Client delivered to APS in accordance with the notice provisions described in Section 12. Client's failure to provide timely notice to APS shall release APS from the guarantee described herein as to the payment of penalty and interest hereunder, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between APS and Client, Client shall be exclusively responsible for any tax assessed but without limiting APS' remittance obligations included in the Tax Service.

3. Client Representations and Warranties. As a material inducement for APS to enter this Agreement with Client, Client hereby represents and warrants to APS the following:

3.1 Client Responsibility; Accuracy and Completeness. Client assumes full responsibility for the accuracy of all data contained in WFR pursuant to the Services and acknowledges that APS does not review the accuracy or completeness of any such information. Client agrees that it bears the sole responsibility to determine the applicability of any withholding tax for its employees. Client agrees to promptly obtain and maintain all necessary tax forms and all requisite information from its employees.

3.2 Authority. Each officer signing this Agreement on behalf of Client represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind Client to this Agreement and to IRS Form 8655 or any other forms necessary for APS to perform its obligations hereunder.

3.3 Limited Scope of Engagement. Client acknowledges that APS is not rendering legal, tax, or accounting advice in connection with the APS Services, nor is APS a fiduciary of Client.

3.4 Delegation; Use of Third Party Software and Services. Client acknowledges that in providing the Services, APS may delegate certain ancillary activities to third parties (including but not limited to Kronos WFR, the Federal Reserve, Financial Institutions and Recipient Banks) and it may use the software, hosting facilities, data security and other products of third parties which are necessary for APS to deliver the Services. APS agrees to exercise reasonable due diligence to establish that all such third parties are competent to provide the ancillary services and that such third parties utilize commercially reasonable procedures to safeguard Client's confidential information. Subject to Section 16, APS agrees it will not assign or delegate any core business function.

4. Description and Scope of the Services and Related Procedures.

4.1 Payroll Fulfillment Services. Client will submit to APS its payroll on a date and at a time specified by APS, such date and time to be consistent with Section 4.1.1 below, not less than two (2) business days prior to check date. APS is not responsible for Client errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate the applicable laws.

4.1.1 Payroll Submission Deadlines

On the date Clients payroll is scheduled to be submitted, if Client payroll processing emanates from the **Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time.** If Clients payroll is submitted timely, APS will initiate a Draw Down Wire not later than 1:00 p.m. Eastern Time, to be settled not later than 3:00 p.m. Eastern Time on the date the payroll is finalized.

On the date Clients payroll is scheduled to be submitted, if Client payroll processing emanates from the **Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time.** If Clients payroll is submitted timely, APS will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized.

If the Draw Down Wire is not received by APS fifteen (15) minutes prior to the settlement deadline, then APS will notify Client via email. See Section 7.3.3 concerning timely receipt of funds. Persistent late submissions may incur additional fees.

4.2 Tax Services. By engaging APS to perform Tax Services, Client authorizes APS to assume Client's responsibilities for the preparation and filing of payroll tax returns and payment of the related tax obligations. Accordingly, the Client hereby employs and authorizes APS via Draw Down Wire to: (a) debit Client's designated bank account for all payroll tax obligations and credit a like amount to the account of APS on the date the payroll is Finalized. Such funds shall be held by APS until such time as these amounts are due to the various taxing authorities; (b) remit said funds by electronic funds or via check to the appropriate taxing authority in accordance with applicable law(s); and (c) prepare, sign, and file with the proper taxing authorities all returns for such taxes on an ongoing basis. APS is not responsible for the payment of Client taxes or the filing of Client returns prior to the check date of the first live payroll, nor is APS responsible for taxes which APS did not collect from Client (including failure to collect due to NSF or funding issues), unless Client and APS delineate in writing the additional responsibilities to be assumed by APS.

Client agrees to maintain WFR with accurate tax identification numbers, filing frequencies, filing jurisdictions, and tax rates where appropriate to enable APS to properly complete all tax returns and payments. Client further agrees to immediately update WFR with all tax rate and filing frequency changes, account numbers and new tax jurisdictions. If, as an accommodation to Client, APS files a tax return containing "Applied For" status, then Client agrees and acknowledges that it releases APS from any and all liability (including, without limitation, penalties and interest) related to same and further agrees to indemnify and hold APS harmless regarding matters of same.

4.3 Direct Deposit / ACH Services. If selected by Client, APS, during the term of this Agreement, shall, on behalf of the Client provide electronic money movement and related banking services through the Automated Clearing House (ACH) credit facilities at one or more of its depository institutions in support of the direct deposit of funds into Client's employee accounts. Client hereby agrees to be bound by the then current National Automated Clearing House Association's (NACHA) rules and regulations in accordance with Section 15.

4.4 APS represents and warrants currently, it is properly licensed for the software systems and other services required and utilized by APS to provide the Services, and shall promptly notify Client in writing of any material changes including governmental or regulatory approvals which may hinder APS' ability to provide the Services.

5. Fees. Client shall pay Kronos for the services provided by APS. Client will make no payment to APS. The fees due to Kronos will be in accordance with the pricing set forth in the applicable Order Form or exhibit thereto. Client acknowledges and agrees that APS shall have the right to suspend or terminate the Services upon written notification to Client and Kronos that Kronos is in breach of its payment obligations hereunder to APS, allowing for any reasonable cure period for fees contested between Client and Kronos.

6. Term and Termination. The term of this Agreement shall commence on the effective date of, and run concurrently with the term of the Kronos Workforce Ready – Software as a Service Terms and Conditions entered into by Client and Kronos and the Workforce Ready Order Form of even date herewith. Subject to earlier termination by APS pursuant to Section 10, this Agreement shall terminate upon termination of Client's agreement with Kronos. Should APS be notified in writing in accordance with Section 12, to be in breach of its performance obligations under this Agreement, and such breach is not cured within sixty (60) days of receipt of written notice, Client shall have the right to terminate this agreement with sixty (60) days' written notice to APS. Termination of this Agreement for any reason shall not affect the rights and obligations of the parties which accrued prior to termination. Upon termination of this Agreement, APS will provide all Client data maintained within the Services to Client or its designee in a PDF, Excel or CSV format and will, at no unreasonable cost or liability to APS, cooperate with Client to provide for an orderly transfer of the Services to Client or Client's successor vendor or internal solution ("Termination Assistance").

7. Client Covenants.

7.1 Completion and Submission of Forms and Documents. Client agrees to accurately and timely complete all forms and documents requested from APS from time to time in order provide the related services. APS services will not commence until Client provided to APS all of the documents requested by APS. Client acknowledges that APS assumes no responsibility for Client's payroll and related obligations until APS receives all forms and documents requested of Client. In addition to forms and documents requested at the commencement of Services, APS may request other documents necessary to deliver the Services during the term of this Agreement and Client agrees to promptly provide same to APS.

7.2 Limited Power of Attorney and Tax Authorization. If Client engages APS to provide Tax Services, then it agrees to appoint APS as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to make payments thereon. APS, as attorney-in-fact (IRS Form 8655), shall also be authorized as a designee of Client to receive copies of notices, correspondence, and transcripts with respect to federal, state or local tax returns designated by Client. This authorization shall include the appropriate state or local forms beginning with the effective date (as designated on the signature page to this Agreement) and remaining in effect through subsequent tax periods until APS is notified by Client of revocation of the authorization. This limited power of attorney and tax authorization revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered hereby. APS reserves the right to remove itself as attorney-in-fact in its sole discretion, upon at least ten (10) business days' written notice to the Client.

7.3 Banking and Funding Covenants.

7.3.1 Funding Payroll Obligations via Draw Down Wire. Except as noted below, all monies transferred by APS on behalf of Client will be funded via a Draw Down Wire initiated by APS to Client account in accordance with Section 4.1.1. Client agrees to execute with its financial institution such agreements to allow APS to initiate Draw Down Wires to Client's bank account in accordance with the operating rules governing such transactions. Client acknowledges that if Client fails to properly fund its account or otherwise prevents APS from effecting a Draw Down Wire, then Client's payroll and related services will be delayed or suspended. Client agrees to release and hold harmless APS upon any such occurrence. For **Quarter End** and **Year End reconciliation** purposes, **APS will utilize standard ACH services** to reconcile Client tax remittances and liability variances. APS shall notify Client not less than five (5) business days prior to APS debiting Client's bank account for the amount required to satisfy the variances.

7.3.2 Funding Payroll Obligations via Direct Wire. In the sole discretion and upon the written authorization of APS, a direct wire (Client initiates Client's own wire transfer to APS) may be utilized on exception. Exceptions may arise for various reasons, including (a) due to funds not being available in Client account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to APS to collect funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding by APS to third parties such as employees, tax agencies, and garnishment recipients. Penalties, interest and other charges related to Client's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Client. In consideration for the additional costs incurred by APS in handling exception processing a direct wire, Client agrees to pay APS's then standard fee for each Client initiated direct wire transfer see Attachment 2.

7.3.3 Payment Scheduling. Upon deployment (go-live) collection for payroll direct deposits, payroll net checks, garnishment and tax liabilities will be made as needed and will depend on the payroll schedules that Client utilizes to pay its employees and/or contractors. The draft for the collection will be the Draw Down Wire request mechanism. Payments made to employees on Client's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the National Automated Clearing House Association guidelines and regulations or by check drawn on Client's account. All payments made on Client's behalf for ACH money movement will be released by APS **only after** APS receives confirmation of collection of amounts drafted from Client's account. Therefore, even if amounts are due, **APS will not release the ACH payments unless confirmation of receipt of funds has been received by APS.**

7.3.4 Collection Account Testing. The Client's bank account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Such failure would likely result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure APS's originating Bank ID's have successfully been added to Client's debit filters. To test the collection account(s), APS will initiate a test Draw Down Wire and a test ACH debit and credit transactions in the amount of \$1.00 each. The transactions will be initiated from every unique APS beneficiary (originating) bank account as listed in Appendix B. APS will refund the test transactions to the Client via ACH. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure that a successful processing of the first payroll.

Client must notify APS in writing in accordance with Section 12 and not less than two (2) weeks prior to the effective date of a change in Client bank account(s) and tested as noted above.

7.3.5 Client Responsibilities. Client agrees to: (a) complete and execute Client's Receiving Depository Financial Institution (RDFI) providing authorization (426-0916) Adopt... - 20 of 30 honor all Draw Down Wire drawdown requests and standard ACH transfers received from APS and/or its agent, (b) promptly notify APS of any discrepancies between drawdown amounts and the amounts expected by Client; (3) notify APS immediately if any unforeseen circumstances arise that could impact the collection of sufficient funds from Client's account.

7.3.6 ACH Reversals. The ACH Reversal function allows Client to submit a request to cancel a previously submitted ACH transaction. This is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. The fee for ACH reversals is included in ATTACHMENT A. The ACH reversal request is initiated by Client's payroll contact by submitting a ticket to Kronos support. Once the reverse ACH is submitted to the financial institution, a credit is generated to Client's bank account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to employees' account is denied (for example, due to nonsufficient funds (NSF)), APS will debit for the total amount of the NSF and any banking fees/charges associated with the NSF from the Client's authorized funding account. (Note: these amounts were already credited to Client's bank account.) APS will not reattempt collection of any NSF from employee accounts. It becomes the sole responsibility of Client to obtain reimbursement from its employees for the NSF amounts and any related fees/charges, whether employees are active or terminated. If, at any time, the aggregate total outstanding amounts of any NSF is greater than \$10,000, the Client is required to fund, via wire transaction to APS, the returned amounts plus any related fees/charges incurred. The wire transaction must be made on the same day that the returns are reported.

7.4 Legal Compliance. The Parties agree to comply with all federal, state, and local laws, regulations and ordinances applicable to the subject material of this Agreement. Client and APS acknowledge that neither party is responsible for the other Party's compliance with such laws. APS shall retain backups of all records and reports submitted to government agencies for a period not less than required by law.

7.5 Timely Review. Client agrees to review all tax documents and correspondence provided or made accessible by APS and shall inform APS and Kronos of any inaccuracies not later than five (5) business days of receipt or accessibility.

7.6 Further Assurances. Client agrees to cooperate fully, completely and promptly with APS and will execute and deliver all such further documents and instruments and take all such further action as may be reasonably necessary in order to allow APS to execute its responsibilities herein.

7.7 Credit, Banking, Tax, and Other Authorizations. If any governmental agency, financial institution or other relevant third party requests the Client's written consent, Client agrees to execute such other forms and consents as APS may require, in order to execute its responsibilities herein.

8.0 Independent Contractor Relationship; Limited Agent. In performing the Services required by this Agreement, APS is acting as an independent contractor of Client. APS shall serve as a limited agent for Client, only for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. APS is not otherwise an agent of Client, nor are the parties in a partnership, joint venture, or other similar relationship, and this Agreement shall not be construed to authorize either party to act as agent for the other except as expressly provided herein.

9.1 In Favor of Client. APS shall indemnify, defend and hold Client, Kronos and their respective parents, subsidiaries and affiliates, and their respective directors, officers, employees, shareholders and agents, harmless from and against all claims, suits, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) resulting from: (a) any expense which is the responsibility of APS hereunder; (b) the breach by APS of any representation, warranty or covenant contained herein; (c) any negligent acts or omissions or willful misconduct of APS in performing the Services; or (d) the improper release (caused or initiated by APS) of confidential information relating to Client's employees, banking information, or other payroll information. This indemnity shall be subject to the limitations on liability described in Section 11 and shall continue during the term of this Agreement and survive the termination or expiration thereof for a period for two (2) years.

9.2 In Favor of APS. Client shall indemnify, defend and hold APS, Kronos and their respective directors, officers, employees, shareholders and agents, harmless from and against all claims, suits, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) which directly or indirectly result from, relate to, arise out of, or are attributable to: (a) any expense or financial obligation which is the responsibility of Client hereunder; (b) the breach by Client of any representation, warranty or covenant contained herein; (c) the improper release (caused or initiated by Client) of confidential information relating to its employees, banking information or other payroll information; (d) third party claims against APS as a result of (i) acting as Attorney-in-Fact, except to the extent attributable to the gross negligence of APS, or (ii) any fraudulent payroll activities of Client or its employees; (e) APS filing an "APPLIED FOR" return as an accommodation to Client; (f) the negligent acts or omissions of Client, its employees or its agents (other than APS) under this Agreement; or (g) Client's breach of NACHA rules. This indemnity shall continue during the term of this Agreement and shall survive the termination or expiration thereof for a period of two (2) years.

10. Client Default and APS Remedies. If Client defaults under this Agreement, including, without limitation, Client's failure to have in its designated payroll account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a bank rescinds a Client credit to one or more APS accounts, then APS may, in its sole discretion: (a) terminate this Agreement, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of APS that do not unreasonably expose Client to liability or other prejudice.

11.0 Limitations on Liability.

11.1 APS. Except as specifically set forth in this Agreement, APS makes no representations or warranties, express or implied, with respect to the software used by APS which is licensed or otherwise provided by a third party to APS, including, without limitation, warranties as to merchantability, fitness for a particular use, purpose, non-infringement, non-interruption of use, and freedom from program errors, viruses or any other malicious code. Except for the willful or intentional breach of this Agreement by APS, the measure for damages recoverable by Client against APS shall not include any amounts for (a) special, indirect, incidental, consequential or punitive damages (even if APS has been advised of the possibility of such damages), (b) loss of anticipated profits or other economic loss, (c) damages that could have been avoided by Client's reasonable diligence, or (d) damages which are attributable to the acts or omissions of any third party to the extent such acts or omissions are beyond APS' control. Except for the Limited APS Guarantee in Section 2.3 or APS' breach of confidentiality warranties in Section 2.2, under no circumstance shall the liability of APS exceed the total fees payable to or received by APS from KRONOS (on behalf of Client) pursuant to this Agreement in the prior twelve (12) months.

11.2 CLIENT. Except as specifically stated in this Agreement, Client makes no warranties, either express or implied, regarding any matter that is the subject of this Agreement. As long as the funding of any payroll obligation is compliant with Section 7.3.1 the measure of damages recoverable by APS against Client shall not include any amounts for special, indirect, incidental, consequential or punitive damages (even if Client has been advised of the possibility of such damages) of APS or any third party, or for loss of anticipated profits or other economic loss of APS or any third party, or for damages that may have been avoided using reasonable diligence by APS. Client shall be responsible only to the extent of its negligence, willful misconduct or breach of contract, and not for the acts or omissions of any third party. Except for breach of confidentiality or nonpayment, under no circumstance shall the liability of Client exceed the total fees paid to Kronos for APS Services pursuant to this Agreement, in the prior twelve (12) months.

11.3 NO KRONOS LIABILITY. APS and Client agree that, notwithstanding any contrary provision in this or any other agreement or document signed by them in connection with the Services, Kronos shall have no liability to Client or any other party for any damages, penalties, costs or expenses relating to or arising in any way from (i) the receipt or delivery of Services hereunder, (ii) APS's performance under this Agreement, (iii) any act or omission by APS, or (iv) any data breach or data security issue arising in connection with the Services.

12. Notices. Except as expressly provided otherwise in this Agreement, any notice or other communication required to be given pursuant to this Agreement shall be in writing and shall be either: (a) delivered personally to the party notified; (b) sent by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, and addressed to Client at the address contained on the signature page of this Agreement or if to APS at the address contained in the introductory paragraph to this Agreement; (c) delivered by an overnight delivery courier service to Client at the address contained on the signature page of this Agreement or if to APS at 13405 Eastpoint Centre Drive, Suite 100, Louisville, Kentucky 40223; or (d) faxed to APS at (502)-266-8925 or to Client at the fax number contained on the signature page to this Agreement. Any such notice shall be deemed to have been given as of the earliest of: (i) the date of actual receipt of such notice; (ii) the third business day following the date on which the mail containing such notice is posted if sent by United States mail; (iii) the first business day after such notice is delivered to an overnight delivery courier service for delivery to the party to be notified; or (iv) one business day after the date and time of a printed fax confirmation. Address and other contact information may be changed from time to time as provided by notice in accordance with this Notices Section.

13. Governing Law and Venue; Arbitration. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the Commonwealth of Kentucky, without regard to, or application of, its choice of law provisions. Any dispute arising under this Agreement (other than those claims seeking equitable relief) shall be subject to binding arbitration in Louisville, Kentucky in accordance with the commercial rules of the American Arbitration Association. For claims seeking equitable relief, Client hereby consents to the exclusive jurisdiction of the state courts of the Commonwealth of Kentucky, County of Jefferson, and the United States District Court for the Western District of Kentucky.

14. Waiver of Breach. No provision of this Agreement shall be deemed waived by APS or Client unless evidenced by a written document signed by APS and Client. The waiver by APS or Client of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or any other provision of this Agreement.

local governmental rules and regulations, including banking, financial institution, and privacy regulations, which may change from time to time. All EFTs are performed in compliance with the National Automated Clearing House Association ("NACHA") operating rules. Client acknowledges it is subject to such rules and regulations and agrees to comply with same, including the NACHA operating rules for which Client assumes the responsibilities of an initiator of EFTs. Client agrees that APS may provide information necessary to identify Client to banks involved in EFT matters. APS and Client acknowledge the importance of complying with such rules and regulations, and further agree to amend this Agreement as may be necessary or appropriate to conform to such regulations if any federal, state or local governmental agency which administers such matters passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues an order at any time while this Agreement is in effect, which makes any provision of this Agreement illegal, unenforceable, or in non-compliance.

16. Assignment. Neither this Agreement, nor any rights hereby granted or obligations hereby undertaken, may be assigned or delegated by Client without the prior written consent of APS, such consent to not be unreasonably withheld and any such assignment or delegation without the prior written consent of APS shall be null and void. This Agreement may be assigned by APS, with not less than fifteen (15) days' prior written notice to the Client.

17. Entire Agreement. This Agreement supersedes all previous contracts, and constitutes the entire agreement between the parties. All Exhibits, Schedules, and any other attachments identified in this Agreement are incorporated herein by reference and made a part hereof. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment signed by both parties. If any portion of this Agreement is determined to be invalid, illegal, or unenforceable, then the remainder of this Agreement shall nonetheless remain in full force and effect and the parties agree to reform such Agreement as described in Section 14.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Section Headings. The headings of the sections hereof are included only for convenience of reference and are not intended to govern, modify, or aid in the construction of any provision of this Agreement.

20. Force Majeure. Excluding any payment obligations as provided hereunder, any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control, including without limitation in the case of APS, failure of third parties to provide products or services that APS relies on to provide Products and Services to Client, regardless of whether such third party failure itself is caused by a force majeure event.

21. Sole Benefit. This Agreement is made for the sole benefit of the parties, and this Agreement does not give any third parties any claim, demand, or right of action against APS or any of its agents or employees, or against APS. Without limitation of the foregoing, there are no intended third party beneficiaries of this Agreement other than Kronos

22. Insurance and Bonding. APS, at its sole expense, shall obtain and maintain during the term of this Agreement liability insurance and bonding coverage in amounts commercially reasonable for the industry in which it operates. Specific to clients working in the state of Maine: "This bond does not signify or ensure that the bond will cover all potential claims if Advanced Payroll Systems, Inc. fails to comply with Title 10, MRSA, Section 1495 et seq., "Payroll Processors".

ADVANCED PAYROLL SYSTEMS, INC.

By:

Gary A. Huntoon, President

Date Signed: _____

CLIENT

Client acknowledges that APS has no responsibility to begin the Services requested by Client until APS receives all requested documents and required information necessary to begin the Services and returns to Client a fully executed copy of this Agreement.

AGREED AND ACCEPTED:

Company:

Printed Name:

Signed By: _____

Title: _____

Date Signed: _____


Mailing Address and Fax Number:

Company:

Address:

Fax:

IRS FEIN:

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

Payroll Fulfillment and Treasury Services

1. Upon submission by Client, APS shall finalize the Clients' Payroll, print employee payroll and vendor checks and/or direct deposit advices. The checks will be drawn on Client's bank account and distributed as instructed by Client using Client UPS or FedEx account(s).
2. Upon APS' finalizing the Client payroll, the Payroll Recap and Funding Report will be provided via email notification with the total funding required for the Draw Down Wire.
3. APS will initiate on Clients' account a Draw Down Wire by 1:00PM EST, for funding of all Client financial liabilities denoted in the Payroll Funding and Recap Report.
4. Upon confirmation of settlement of the Draw Down Wire funding, APS will initiate and submit the ACH transactions required for the disbursement of employee direct deposits, vendor ACH transactions and any tax payments where necessary.
5. At year end, APS will print and distribute Employee W2 and Contractor 1099 Forms annually using Client UPS or FedEx account(s) as directed by Client. Fees apply. See Attachment 2.

Listed below are the responsibilities of APS and the Client for Payroll Fulfillment and Treasury Services.

Payroll Services	APS	Client	Notes
Scheduled Payroll			
Submitting the payroll.		X	Per Section 4.1.1 – not less than two (2) business days prior to check date.
Finalizing the payroll.	X		Per Section 4.1.1 if received by deadline. Next business day of not received by deadline.
Print and deliver employee and vendor checks to Client.	X		Same day as payroll is finalized.
Funding of Payroll.		X	As defined in the Payroll Services Agreement. Late settlement fees may apply.
Notification of employee pre-note or ACH returns on day received from banking institution.	X		Will be uploaded to Service Provider Document area within WFR and a notification will be sent to Client payroll contact.
Resolving employee bank account notifications or returning employee funds.		X	
Off-Cycle Payroll Processing			
Submitting off-cycle check information.		X	Per Section 4.1.1 – not less than two (2) business days prior to check date.
Changes in delivery instruction and/or cover delivery pages.		X	Completed prior to client submitting the payroll.
Finalizing off-cycle payroll.	X		Per Section 4.1.1 if received by deadline. Next business day of not received by deadline.
Print and deliver employee and vendor checks to Client.	X		Same day as payroll is finalized.
Funding of Payroll.		X	As defined in the Payroll Services Agreement. Late settlement fees may apply.

Payroll Tax Services

(426-0916) Adopt... - 26 of 30

Listed below are the responsibilities of APS and the Client for Payroll Tax Services.

Payroll Tax Services	APS	Client	Notes
Accurate and timely payment of payroll taxes.	X		
Accurate and timely filing of payroll tax returns.	X		
Provide payroll tax agency communications to APS including information requests, account numbers, tax rates and filing frequency changes.		X	Client to provide all communication from agencies within ten (10) business days of receipt.
Timely responses to agency or inquiries regarding payroll tax payments or filings.	X		APS to respond to agency within five (5) business days of receipt.
Completion of tax applications.		X	
Preparation of W2c's.		X	
Accurate and timely filing of W2's, W2c's and amended returns to SSA and appropriate tax agencies.	X		Amended returns required or resulting from W2C's incur additional fees.
Maintains within WFR accurate and complete Federal, State, and Local tax ID numbers, rates and filing frequencies.		X	Client is provided a company tax profile at start of service and also within each quarterly tax package. Client must review for accuracy and notify APS of any discrepancies. The Tax Profile will be uploaded to Tax Documents Area within WFR.
Provide all requested corporate user names and passwords for any agencies requiring electronic tax filings.		X	
Complete all requested agency Power of Attorney forms granting APS permission to resolve tax inquiries and file electronically.		X	
Reconciliation Payroll Process and Futa Credit Reduction Payroll Process		X	These types of payroll processes should be done 2 working days prior to the check date used and must be done prior to the end of a quarter.
Complete Quarter End Process for quarters 1-3, verify payrolls, sign off and close tax quarters.		X	On or before third working day following quarter end.
Complete Quarter/Year End Process for Q4, verify payrolls, sign off and close tax quarters, recalculate W2s/1099s, approve W2s/1099s and sign off and close tax year.		X	On or before January 6 th .
Provide a Quarterly Tax Package including a Reconciliation Recap listing any variances found during quarterly and annual balancing. The Recap will show variance funding needed from Client to make the quarterly tax payments or amount to be refunded to client that were over collected and the date the ACH banking transaction will take place.	X		By 20 th calendar day after quarter end. All funding will be done via ACH not Draw Down Wire. Client must ensure their bank will accept ACH debit/credit transactions from APS.

Wage Garnishment and Child Support Payment Processing Services

(426-0916) Adopt... - 27 of 30

Listed below are the responsibilities of APS and the Client for Wage Garnishment and Child Support Payment Processing Services.

Wage Garnishment Processing	APS	Client	Notes
APS will distribute check payments created during the payroll process to client or upon request will mail directly to agency.	X		If APS to mail directly to agency additional fees apply.
If Child Support Payments are set with a payment type of ACH within WFR APS will transmit ACH payments for child support .	X		The ACH transactions will be sent the same day as funding is received from client.
Verification of vendor payments created during the payroll finalization process.		X	

Workforce Ready Payroll Services Pricing**Base Fee**

Per Employee Per Month \$1.55

Implementation Fees

Per Company (includes 2 EINs) \$3000

Each Additional EIN \$ 550

MISC Items

W-2/1099 Y/E Required Filings (excluding ACA) \$1.10 each
 Fed Wire Fee for Same Day/Next Day Deposits \$82.50
 State Wire Fee for Same Day/Next Day Deposits \$82.50
 "Applied For" Status of Tax Jurisdictions \$38.50/month
 ACH Returns - 1st/EE \$11.00
 ACH Returns - 2nd if on same EE \$55.00
 ACH Returns - 3rd if on same EE \$82.50
 Off Cycle Payrolls \$55.00
 Amended Returns \$137.50
 Mailing Individual Checks \$0.75
 Split Distributions (within the same EIN) \$4.40/split

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Workforce Ready Order Form

(426-0916) Adopt... - 30 of 30

Date: 9/7/2016
Version #: 1
Expires: 9/30/2016

Customer PO #:
Salesperson: Celeste Patzold

Bill To: Attn: Andrea Armstrong
County of Yuba
915 8th Street
Marysville, CA 95901

Ship To: Attn: Andrea Armstrong
County of Yuba
915 8th Street
Marysville, CA 95901

FOB: Shipping Point
Shipping Method: FedEx Ground
Currency: USD
Payment Terms: N30

Solution ID: 0
Email Contact: Aarmstrong@co.yuba.ca.us
Phone #: 530-749-7882

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's Initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

Initial Term: Three year
Billing Start Date: 90 days from execution of Order Form
Renewal Term: One Year
Payment Terms: Net 30
Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
SaaS Services for WFR: Annual in Advance
Equipment Purchase and Support: Upon execution of Order Form
Professional Services: Fixed Fee 1/3 at 30, 1/3 at 60, and 1/3 at 90 days

The Payroll Services set forth on this Order Form will be delivered by Advanced Payroll Systems, Inc. ("APS") and are subject to the Payroll Services Agreement and associated documents signed by Customer and APS. The following additional terms also apply to the Payroll Services as between Kronos and Customer:

Payment of Fees. Customer agrees to pay Kronos the fees specified on this Order Form for the Payroll Services described in the Payroll Services Agreement, including the schedules thereto. Customer shall also reimburse Kronos for all additional costs described in the Payroll Services Agreement, unless it is specified in that agreement that such costs are payable directly to APS. Customer acknowledges and agrees that APS shall have the right to suspend or terminate delivery of one or more of the Payroll Services upon Kronos' instructions in the event that Customer is in breach of its payment obligations hereunder.

Administrative Access. Customer acknowledges and agrees that APS will be given administrative access rights to Customer's Workforce Ready application to enable APS to perform the Payroll Services pursuant to the Payroll Services Agreement.

Disclaimer of Kronos Liability/Indemnification. CUSTOMER AGREES THAT, NOTWITHSTANDING ANY CONTRARY PROVISION IN ANY OTHER AGREEMENT OR DOCUMENT WITH RESPECT TO THE PAYROLL SERVICES, KRONOS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR, AND CUSTOMER SHALL DEFEND AND INDEMNIFY KRONOS FOR, ANY CLAIMS, ACTIONS, DAMAGES, PENALTIES OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES) RELATING TO OR ARISING IN ANY WAY FROM (1) THE RECEIPT BY OR DELIVERY TO CUSTOMER OF THE PAYROLL SERVICES; (2) APS' PERFORMANCE UNDER THE APS AGREEMENTS, OR (3) ANY ACT OR OMISSION BY APS, INCLUDING BUT NOT LIMITED TO APS' TERMINATION OR SUSPENSION OF THE PAYROLL SERVICES (EXCEPT IN THE EVENT THAT KRONOS CAUSED APS TO TERMINATE OR SUSPEND THE PAYROLL SERVICES FOR CUSTOMER NON-PAYMENT.) Should APS fail to comply with its obligations, Customer's sole and exclusive remedy with respect to any error, omission, penalty or other failure in connection with the delivery of the Payroll Services hereunder is as expressly prescribed in, and subject to the terms and conditions of, the applicable APS Agreement(s). The express remedies specified in the APS Agreements constitute the sole and exclusive liability of APS and Kronos.

SaaS Services

Item	License/Qty	Unit Price	Discount	Price
Workforce Ready Time Keeping	910	\$2.80	44%	\$2,548.00
Workforce Ready Accruals	910	\$0.56	44%	\$509.60
Workforce Ready Payroll	910	\$2.80	44%	\$2,548.00
Workforce Ready Payroll Services	910	\$1.55		\$1,410.50
Workforce Ready ACA Manager	910	\$0.28	44%	\$254.80
Workforce Ready Leave	910	\$0.84	44%	\$764.40
Minimum Monthly Total:				\$8,035.30

Equipment - Purchase

Item	Qty	Unit Price	Total Price
Kronos InTouch 9000 H3, Standard, HID Prox	3	\$4,295.00	\$12,885.00
		Total Price:	\$12,885.00

Equipment - Purchase Support

Item	Duration	Total Price
DEPOT EXCHANGE SUPPORT SERVICE		\$855.00
	Total Price	\$855.00

Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	3	\$0.00	\$0.00
		Total Price:	\$0.00

Setup Fees

Item		
Workforce Ready Setup Fee		Total Price
Workforce Ready Payroll Services One Time Setup Fee		\$52,775.00
		\$3,000.00
	Total Price:	\$55,775.00

Quote Summary

Item	Total Price
Minimum Monthly Fee	\$96,423.60
Minimum Annual Fee	\$96,423.60
One Time Setup Fees	\$55,775.00
Total Equipment Purchase and Accessories Fee	\$13,740.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

County of Yuba

By: _____
Name: _____
Title: _____
Date: _____


Yuba County Community Action Agency

Yuba Sutter Economic Development Corporation
950Tharp Road, Suite 1303, Yuba City, CA 95993
(530) 751-8555



September 27, 2016

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 
Brynda Stranix, YSEDC President/COO & Executive Director, Yuba County Community Services Commission

Subject: Transition of the Yuba County Community Services Commission as a commission of the County to Yuba County Community Action Agency as a 501 (c)3 non-profit organization.

RECOMMENDATION:

That the Board of Supervisors adopt the attached resolution terminating the Yuba County Community Services Commission as a commission of the County and allow the Executive Director of the Commission form the Yuba County Community Action Agency as a 501 (c)3 non-profit corporation as the Community Action Agency for Yuba County.

BACKGROUND:

Government Code §12750 provides the authority for the Yuba County Board of Supervisors to designate a Community Action Agency in Yuba County and on April 25, 1988, the Yuba County Board of Supervisors adopted Resolution 1988-42 designating Yuba County as the Community Action Agency in Yuba County. The Yuba County Community Services Commission has been acting as the governing body since that time and county staff have been providing administration to the commission. It became increasingly difficult to manage the administration of the commission and the program due to staff reductions.

In January 2016, Yuba-Sutter Economic Development Corporation took over the administration and Brynda Stranix became the Executive Director. At the July 26, 2016 meeting of the commission, it was voted unanimously to terminate as a commission of the county and form as a non-profit.

DISCUSSION:

Over the years, with the reduction of county staff, programs such as the Community Services Commission have become more difficult to manage in-house. In addition, reporting for these types of programs becomes challenging when staff changes and clarifications are needed.

With the formation of a 501 (c)3 non-profit, the activities can be more closely monitored as it becomes its own separate entity and will be solely responsible for reporting to the State. It is anticipated to lessen the burden on staff as well as eliminate audit findings due to fiscal vs. calendar year reporting, as has been the problem under the County management.

In addition, as a non-profit, the agency becomes more attractive to other public and private sector funding agencies and can compete for additional revenues, thereby creating a more profound impact on poverty in Yuba County.

There would be no change in the structure of the current operating board as it is required to remain a tripartite board consisting of five representatives from the supervisorial districts or their appointed designees, five representative from the low income sector and five from the private sector.

YSEDC has access to a 501(c)3 organization in good standing that will be ceasing operation at December 31, 2016 that can be easily repurposed for use by Yuba County Community Action Agency. The process to rename the organization will begin upon approval by the Board of Supervisors and it is anticipated to be complete and ready for a January 1, 2017 start date. Yuba-Sutter Economic Development Corporation will manage the conversion process and any associated costs as well as additional cost of insurance, tax return filing, etc. County Counsel has no objection to the change.

COMMITTEE ACTION:

The Finance & Administration Committee recommends approval.

FISCAL IMPACT:

None to the general fund. All costs associated with the Community Action Agency are paid for from the annual allocation of Community Services Block Grant funds designated for Yuba County by the State of California.

Attachment:
Resolution

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE 501C (3) NONPROFIT
CORPORATION TITLED YUBA COUNTY COMMUNITY
ACTION AGENCY AS THE COMMUNITYACTION
AGENCY FOR YUBA COUNTY**

) RESOLUTION NO. _____
)
)
)
)

WHEREAS, Government Code §12750 provides the authority for the Yuba County Board of Supervisors to designate a Community Action Agency in Yuba County; and

WHEREAS, on April 25, 1988 the Yuba County Board of Supervisors adopted Resolution 1988-42 wherein the Board designated Yuba County as the Community Action Agency in Yuba County; and

WHEREAS, from 1988 through 2015 Yuba County staff provided administration for the Yuba County Community Action Agency and then beginning in 2016 administration of the Agency was transferred by the County to the Yuba Sutter Economic Development Corporation; and

WHEREAS, the Yuba Sutter Economic Development Corporation also provides administration for the Sutter County Community Action Agency, which is a 501(c) 3 non-profit Corporation; and

WHEREAS, in order to improve efficiency of administration it is being recommended by the Yuba County Community Services Commission to terminate as a commission of the County and form as a 501(c) 3 non-profit Corporation instead of Yuba County as the Community Action Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, based on the foregoing findings, does hereby resolve that the Yuba County Community Services Commission be a 501(c) 3 non-profit Corporation titled Yuba County Community Action Agency and is designated as the Community Action Agency for Yuba County.

PASSED AND ADOPTED this _____ day of _____, 2016, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Chair, Yuba County Board of Supervisors

APPROVED AS TO FORM:

By: _____
ATTEST:
Clerk of the Board of Supervisors

By: 
Yuba County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



407-0916
(407-0916) Ordin... - 1 of 6

749-5440 • Fax 749-5816

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

September 13, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: TRAFFIC ORDINANCE AMENDMENT TO ESTABLISH SPEED LIMIT ON COUNTRY CLUB ROAD FROM FEATHER RIVER BLVD WESTERLY TO END OF COUNTRY CLUB ROAD

RECOMMENDATION:

Approve the attached Ordinance Amendment establishing speed limit of 30 mph on Country Club Road from Feather River Blvd westerly to end of Country Club Road.

BACKGROUND:

Residents have complained about motorists speeding on this section of Country Club Road. Currently, this road segment is not posted for a speed limit and the prima facie speed limit for roads not posted is a maximum of 55 mph.

A speed survey was conducted in July 2016 for this road and an engineering and traffic survey (ETS) was subsequently completed.

The Three Rivers Levee Improvement Authority (TRLIA) has plans to open up lands on the western side of the levee at the end of Country Club Road to the general public.

The section of Country Club Road east of Feather River Blvd has a speed limit of 35 mph per current ordinance.

DISCUSSION:

Residents have complained about the speed of motorists on this section of Country Club Road. Residents are also concerned about the potential increase in traffic and motorists' speeds when TRLIA opens up land to the general public at the westerly end of Country Club Road in the near future.

Homes on this section of the road have a density less than the required density to meet the definition of a residence district as established in the California Vehicle Code. Therefore, a prima facie speed limit of 25 mph for a residence district is not applicable. To establish a lower speed limit than 55 mph an engineering and traffic survey (ETS) has to be performed.

The results of the speed study (the raw traffic data) for this section of Country Club Road resulted in an 85th percentile speed of 31.6 mph. Rounding to the nearest 5 mph increment the initial speed limit would be 30 mph. The results of the ETS indicated that no conditions exist to reduce the 85th percentile lower than the 30 mph.

Therefore, a speed limit of 30 mph for this section of Country Club Road is more than reasonable. The speed limits will not be in effect until signs are installed.

Three Rivers Levee Improvement Authority has requested that your Board consider this as an urgency ordinance (see attached letter).

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this item and recommends approval.

FISCAL IMPACT:

Cost to install all of the signs is approximately \$700 which will be paid from the Road Fund.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

August 25, 2016

To: Mike Lee
Yuba County Public Works

RE: Proposed Speed Limit Ordinance for Country Club Avenue – Urgency Request

Request the proposed Speed Limit Ordinance for Country Club Avenue be adopted by the Yuba County Board of Supervisors as Urgent.

Urgency is needed for this speed limit ordinance on Country Club Avenue because there are several public safety concerns as outlined below:

- 1) Country Club Avenue has been designated by the TRLIA Board as the interim entrance into the Feather Setback Area. Currently there is no posted speed limit sign on Country Club Avenue. This is a safety concern since visitors to the Feather Setback Area could travel at unsafe speeds that could impact the residents along Country Club. Posting the speed limit signage will allow the Sheriff and Highway Patrol to have a valid speed limit to enforce along Country Club. This is important for the residents that live along Country Club. Placing the speed limit sign on Country Club is the trigger for Country Club to be open.
- 2) There is a strong desire by people to gain access to the Feather Setback area; specifically the Feather River. To prevent vandalism of the levee system (gates etc.) TRLIA has allowed public access to the setback area, but has recently needed close the public entrance at Star Bend due to dust issues. A solution to the dust problem has not been found. Currently there is no public entrance to setback area and people are again vandalizing and damaging the levee system and adjacent orchards to gain access to the Feather Setback and River, which are directly impacting public safety. The TRLIA Board has approved the levee ramp entrance at Country Club Ave to be the interim entrance to offset these issues.

Thank you for your consideration of this request. If there are questions, please contact me 530-749-5679, or email at pbrunner@co.yuba.ca.us.

Paul G. Brunner
Executive Director

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 9.15.041 OF
CHAPTER 9.15 OF TITLE IX OF THE
YUBA COUNTY ORDINANCE CODE
REGARDING VEHICLE TRAFFIC SPEED LIMIT
ON COUNTRY CLUB ROAD**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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



Angil P. Morris-Jones

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

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

Section 2. Upon the basis of the engineering and traffic survey, the Yuba County Board of Supervisors hereby determines and declares that a speed limit of 55 miles per hour is more than reasonable or safe for any person to drive a vehicle on or along the sections of roads described and set out herein and the Board hereby determines and declares that the prima facie speed limits set forth herein are more appropriate to facilitate the orderly movement of traffic and are reasonable and safe. Section 9.15.041 of Chapter 9.15 of Title IX is therefore amended as follows:

9.15.041 Country Club Road

- (a) No person shall drive a vehicle on or along Country Club Road from Feather River Road easterly to the end of Country Club Road in excess of a speed limit of 35 mile per hour.
- (b) No person shall drive a vehicle on or along Country Club Road from Feather River Road westerly to the end of Country Club Road in excess of a speed limit of 30 mile per hour.

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

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The County Of Yuba

(428-0916) Hold ... - 1 of 25

Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

Public Nuisance Hearing

To: Yuba County Board of Supervisors
From: Jeremy Strang, Code Enforcement Manager
Date: September 27, 2016

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 056-060-030-000. The parcel is located in the unincorporated area of the County of Yuba in the community of Rackerby and is commonly referred to as 16010 Vierra Road. The property has the zoning designation AR-20, Agricultural/Rural Residential and is 1.0 acre in size. The property is improved with a single-wide mobilehome that is substandard.

Mary E. & Lewis A. Netherton are the owners of record and are listed on the most recent equalized tax assessment.

Current Code Case:

Case Number: MMJ16-0202
Date: 8/15/2016
Complaint: Marijuana Cultivation
Disposition: Founded; cultivation of 57 marijuana plants. Notice and Order to Abate Public Nuisance issued.
Case Closed: N/A

On August 18, 2016, Officer Christopher Monaco attempted an inspection of the subject property. Officer Monaco observed one male adult who identified himself as Mike Matlock. Mr. Matlock purported to be cultivating 40 marijuana plants, and to be residing in a 5th wheel recreational vehicle parked on the property. Officer Monaco advised Mr. Matlock of the complaint of marijuana cultivation and that the mobilehome had previously been posted unsafe for substandard and dangerous conditions. Mr. Matlock would not identify the property owner when questioned and simply stated that he was there to fix up the property. Mr. Matlock denied Officer Monaco's request to inspect and asked that Officer return the next day at 2:00pm to perform an inspection.

On August 19, 2016, Officer Monaco accompanied by Yuba County Sheriff's Deputy Jahnsen attempted to perform an inspection at 11:00am. Contact was made with Mr. Matlock who denied the inspection and requested that they come back at the agreed upon time of 2:00pm. When Officer Monaco and Deputy Jahnsen returned at 2:00pm, Mr. Matlock was no longer at the property.

On August 24, 2016, an Inspection Warrant ["Warrant"] (see **Attachment A – Warrant**) was signed by the Honorable Stephen W. Berrier, Judge of the Superior Court; the Warrant was executed that same day. An inspection was performed by Officer Monaco. He was accompanied by Code Enforcement Officers Jacenich and Clark as well as Yuba County Sheriff's Deputy Byrom. Officer Monaco made contact with Mr. Matlock and advised him of the warrant and impending inspection.

Public Nuisance Declared:

On August 24, 2016, pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance. His inspection confirmed that:

1. Marijuana was being cultivated without first registering the cultivation
2. The number of plants, 57, exceeded the maximum amount allowed
3. The cultivation of marijuana was not within a qualifying accessory structure
4. Emplacement and occupancy of a recreational vehicle as a place of human habitation
5. Accumulation and storage of junk, trash and debris creating an environment for the propagation and harborage of vector and vermin

The Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment B – Notice and Order**) was issued to the property owners Mary E. & Lewis A. Netherton, and to the cultivator Michael Matlock. The Order was posted on the property, and was also mailed to the property owner and to the cultivator by U.S. Mail, both Certified Mail with Return Receipt and First Class; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following violations:

1. 7.40.300A Outdoor cultivation of 57 marijuana plants
2. 7.40.300C Cultivation of more than 12 plants
3. 7.40.300D Water source and water discharge
4. 7.40.300E Cultivation affecting environment
5. 7.40.300F Active code case (CE15-0055)
6. 7.40.310A Lack of legal dwelling and accessory structure
7. 7.40.320 Use of extension cords in lieu of permanent wiring
8. 7.40.340 Failure to register marijuana cultivation prior to cultivating
9. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
10. 7.40.400B Property that does not have an occupied legally established dwelling
11. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants
12. 7.40.400G Violation of any local, state or federal law:
 - a. 7.35 Accumulation and storage of inoperable vehicles
 - b. 7.36 Maintaining an environment for the propagation and harborage of vector and vermin
 - c. 10.20 Emplacement and occupancy of a recreational vehicle as a place of human habitation

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated immediately but not more than 3 days from the date the Order is posted. The Order was posted on August 24, 2016 and required the removal of the marijuana nuisance immediately and no later than August 25, 2016.

Yuba County Ordinance Code, Chapters 7.36 and 7.40 authorize the imposition of an Administrative Penalty for violations of the Yuba County Ordinance Code. Pursuant to Section 7.40.550B, the Administrative Penalty imposed was calculated for the amount of \$6,800.00 per day and began to accrue immediately upon the issuance of an Order as required by 7.40.550C (see **Attachment D – Administrative Penalty Worksheet**).

Attached and incorporated as part of this report as **Attachment E – Photographs**, are photographs taken on August 24, 2016, by Officer Monaco. The photographs accurately depict the conditions of the subject property observed by Officer Monaco on that date and further support the existence of a public nuisance.

On August 30, 2016, Michael Matlock, through his attorney Charnel James, filed a timely request, along with the fee deposit of \$4,116.00, for a hearing to appeal the determination of a public nuisance (see **Attachment F – Request for Hearing**).

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)

7.40.300 Cultivation Restrictions

A. Outdoor cultivation on any Parcel is prohibited.

7.40.300 Cultivation Restrictions

C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

7.40.300 Cultivation Restrictions

D. All persons and entities engaging in the cultivation of marijuana shall:

- 1. Have a legal water source on the Parcel;*
- 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation;*
- and*
- 3. Not permit illegal discharges of water from the parcel.*

7.40.300 Cultivation Restrictions

E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.

7.40.300 Cultivation Restrictions

F. Applicants seeking authorization to cultivate marijuana on parcels where active Code Enforcement violations of any provision of the Yuba County Ordinance Code exist shall first correct Code violations prior to cultivating marijuana.

7.40.310 Cultivation Restrictions

A. Cultivation may only occur on a Parcel improved with an occupied, legally established, Dwelling in conformance with this Chapter. The cultivation shall be contained within the Defined Area of Cultivation in one, single, residential accessory structure affixed to the real property that

7.40.320 Cultivation Restrictions

A. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:

3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified

7.40.340 Registration Requirements

A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

E. The cultivation of marijuana in a manner that exceeds 12 plants.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

G. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.

7.35.010 The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property, not including highways, is hereby found to create a condition having the potential to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects to be injurious to the health, safety, and general welfare

7.36.310(a)(1) Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public

7.36.310(a)(7) ...property which is likely to or does harbor rats or other vectors, feral cats, and other non-domesticated animal nuisances

7.36.310(a)(10) Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/or property may be unequal

10.20.030 No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

7.40.550 Administrative Penalties

A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:

1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.
2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.
3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.

B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.

C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the

date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no affect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.

7.40.560 Enforcement Costs

A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.

7.36.710 Authority

This Article is adopted pursuant to the authority vested in the County by Government Code section 53069.4.

Additional Information:

Prior Code Cases:

Case Number:	CE09-0329
Date:	8/31/2009
Complaint:	Substandard Housing
Disposition:	Founded; Property repaired and brought into compliance.
Case Closed:	3/29/2011

Case Number:	CE15-0055
Date:	3/11/2015
Complaint:	Property Neglect; Substandard Mobilehome; Marijuana Cultivation
Disposition:	Property neglect and substandard mobilehome founded; Mobilehome posted unsafe to occupy;
Case Closed:	N/A

A review of Google Earth images, including historical images, supports the allegation of marijuana cultivation since as early as 2013.

Recommendation:

The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Find that a public nuisance exists
2. Order that the nuisance conditions be removed immediately and not later than September 28, 2016. An inspection shall be allowed to verify compliance with your order. Where an inspection is not permitted, a Code Enforcement Officer shall seek a judicial inspection warrant to verify compliance
 - a. If compliance has not been achieved, Order that Code Enforcement Officers shall remove and destroy the marijuana
3. Order that any additional or new costs of enforcement incurred in abating the violations are the responsibility of the property owners
4. Find that the Administrative Penalty for \$6,800.00 per day is accurate
5. Find that the enforcement costs of \$191,581.88 accrued to date (see **Attachment G – Cost Accounting**) are accurate
6. Order that the enforcement costs be paid within 30 days of the date of your Order
7. Order where the enforcement costs go unpaid that:
 - a. A special tax assessment be assessed against the parcel with the Yuba County Tax Collector's Office; and
 - b. A lien be recorded with the Yuba County Recorder's Office, and;
 - c. Any monies collected pursuant to your Order be deposited into Trust Account 254-3500-371-98-99 (90%) and Trust Account 256-3500-371-98-99 (10%)

No accounting hearing shall be necessary.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA

(428-0916) Hold ... - 8 of 25

In the Matter of the Application)
Of the County of Yuba)
)
)
)

NO. CRSW116-143
INSPECTION WARRANT
CCP § 1822.50 et seq.

The people of the State of California to any Code Enforcement Officer in the County of Yuba:

Proof, by affidavit, having been made by Code Enforcement Officer Chris Monaco, that there is reasonable cause for the issuance of the Inspection Warrant, you are commanded to make an inspection, accompanied by representatives and employees of the following Yuba County Departments: Community Development and Services Agency and the County Sheriff's Department in the daytime (between the hours of 8:00 a.m. and 6:00 p.m.) of the property located and described as:

16010 Vierra Road, Rackerby, CA 95692; Assessor's Parcel Number: 056-060-030

Pursuant to the provisions of The STANDARD CODE OF CIVIL PROCEDURE of the STATE OF CALIFORNIA, Part III Title 13 Section 1822.50 et seq., for the following purposes:

1. To determine the full extent and nature of public nuisance violations - as defined by Yuba County Ordinance Code Title VII Chapter 7.40 Article 4 Section 7.40.400A-G believed to exist on the property.
2. Identify, record, document and photograph the same.

Which inspection shall include, but not be limited to, the interior of all structures and vehicles located on the subject property and extend from property boundary to property boundary of the above-described property.


The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.
The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant is authorized to proceed onto the property without the presence of the owner or occupant(s) of said property and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced. Further, pursuant to Code of Civil Procedures §1822.56, good cause having been shown, the requirement of notice of this inspection warrant is waived; the warrant may be served without advance notice

Refusal to permit the inspection authorized hereunder shall be a misdemeanor, pursuant to the provisions of the Code of Civil Procedure § 1822.57.

Given under my hand and dated this 24th day of August 2016, at 8:30 AM/PM.




JUDGE OF THE SUPERIOR COURT
STEPHEN W. BERRIER



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

(428-0916) Hold ... - 9 of 25



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ16-0202

CULTIVATOR(S) INFORMATION:	PROPERTY OWNER INFORMATION:
MICHAEL MATLOCK 16010 VIERRA RD, RACKERBY, CA 95972	MARY E. NETHERTON PO BOX 1166, WHEATLAND, CA 95692-1166

VIOLATION ADDRESS: 16010 VIERRA ROAD, RACKERBY, CA 95972

APN: 056-060-030

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapters 7.36 and 7.40 of the Yuba County Ordinance Code and is therefore declared a public nuisance. The violations are:

☒ **Yuba County Ordinance Code § 7.40.400(A)** ...the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.

☒ Outdoor cultivation 7.40.300A

☐ Cultivation w/in dwelling 7.40.300B

☒ Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 57

☒ Water source/discharges 7.40.300D

☒ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E

☒ Active Code case 7.40.300F

☒ Lack of dwelling 7.40.310

☐ Permitted accessory structure 7.40.320A1

☐ Accessory structure w/in setback 7.40.320A2

☒ Use of extension cord(s) 7.40.320A3

☐ Lack of mechanical filtration system 7.40.320A4

☐ Lack of adequate fence around accessory structure (height; security) 7.40.330

☒ Lack of registration 7.40.340

- ☒ **Yuba County Ordinance Code § 7.40.340** *The cultivation of marijuana without first registering the cultivation and paying the required fee.*
- ☒ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*
- ☒ **Yuba County Ordinance Code § 7.40.400(E)** *The cultivation of marijuana in a manner that exceeds 12 plants*
of plants: 57
- ☒ **Yuba County Ordinance Code § 7.40.400(G)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of the Yuba County Ordinance Code, Chapter 12.01 et seq. including utilizing accessory uses without first establishing a primary use
 - ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
 - ☐ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
 - ☒ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
 - ☒ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
 - ☐
 - ☐
 - ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately and not later than August 25, 2016.

YOU ARE HEREBY ADVISED that Administrative Penalties pursuant to 7.36 and 7.40 in the amount of \$6,800.00 per day pursuant to Yuba County Code § 7.40.550 have begun to accrue and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcement Officer; you must call this office to schedule an inspection to verify compliance.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement Office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing, within 10 calendar days of the date of this Notice, solely to contest the imposition of the Administrative Penalties. A \$4,116.00 deposit pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

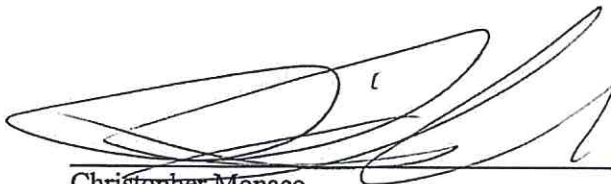
IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

X POSTED PROPERTY

X PERSONAL SERVICE

☒ CERTIFIED MAIL 7015 3010 0002 2971 7870 & 7887

DATED: August 24, 2016



Christopher Monaco
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40 , Billing # 740

CC:



County of Yuba
Code Enforcement Division
915 8th Street, Suite 123
Marysville, CA 95901
Phone: 530.749.5455

Billin (428-0916) Hold ... - 12 of 25

DATE	INVOICE #
8/25/2016	740

BILL TO:

Property Owner:
Mary E. Netherton
Tenant/Cultivator:
Michael Matlock

CASE INFORMATION

Number: MMJ16-0202
Officer: C. Monaco
APN: 056-060-030
16010 Vierra Road, Rackerby
Cert # 7015 3010 0002 2971 7870 & 7887

TERMS	DUE DATE
Net 30	9/24/2016

SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/15/2016	Received Complaint, Opened Case	147.00	0.5	73.50
8/15/2016	Research Property	147.00	0.5	73.50
8/15/2016	Phone Call	147.00	0.25	36.75
8/18/2016	Inspection Two (2) Officers	147.00	1	147.00
8/19/2016	Inspection Attempted	147.00	0.25	36.75
8/22/2016	Inspection Attempted	147.00	0.5	73.50
8/24/2016	Warrant Prep for Inspection	147.00	4	588.00
8/24/2016	Inspection Three (3) Officers	147.00	1.5	220.50
8/24/2016	Notice & Order to Abate	1,470.00		1,470.00
8/24/2016	Admin Penalty - 1 Day (8/24/16)	6,800.00		6,800.00
8/25/2016	CDSA Support Fees (6%)	163.17		163.17
	*Please note: Administrative Penalty continues to accrue at a rate of \$6,800.00 per day.			

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

Total \$9,682.67

5 - 30 DAYS PAST DUE = 25%
31 + DAYS PAST DUE = 50%

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing **Notice & Order to Abate Public Nuisance (MMJ16-0202)** and **Billing Statement #740** on the following persons by:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:

Name: Mary E. Netherton
Address: P O Box 1166, Wheatland, CA 95692
Date of Delivery to Post Office: August 25, 2016
Registration No.: 7015 3010 0002 2971 7870

- ☐ **Emailing to the property owner(s)**:

Name:
Email Address:
Date and Time of Email:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant/cultivator(s)**:

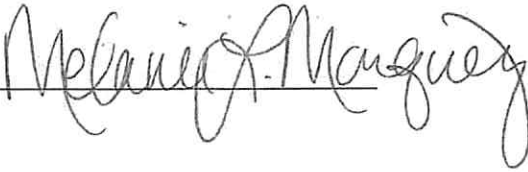
Name: Michael Matlock
Address: 16010 Vierra Road, Rackerby, CA 95972
Date of Delivery to Post Office: August 25, 2016
Registration No.: 7015 3010 0002 2971 7887

- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:

Name:
Address:
Date of Delivery to Post Office:
Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 25, 2016 at Marysville, California.

Signed



Community Development & Services Agency
Code Enforcement Division
Melanie Marquez
915 8th Street, Suite #123
Marysville CA. 95901
(530) 749-5455

COUNTY OF YUBA

PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order No. (MMJ16-0202)** on the following persons by:



Personally **delivering** a copy to:

Name: Michael Matlock

Address: 16010 Vierra Road, Rackerby, CA 95972

Date: August 24, 2016



Posting a copy of the Notice and Order at:

Address: 16010 Vierra Road, Rackerby, CA 95972

APN: 056-060-030

Date and Time of Posting: August 24, 2016 at 1:15 PM

Location Posted: Stapled to front fence next to main gate/entrance.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 24, 2016 at Marysville, California.

Signed



Chris Monaco

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

ADMINISTRATIVE PENALTY WORKSHEET

7.40.550A-C

Case #: MMJ16-0202

APN: 056-060-030

Owner: Mary E. Netherton

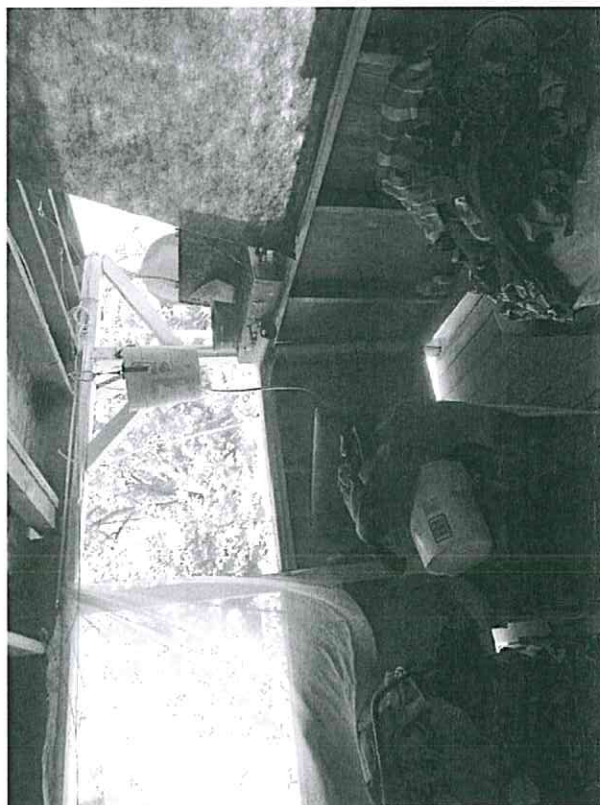
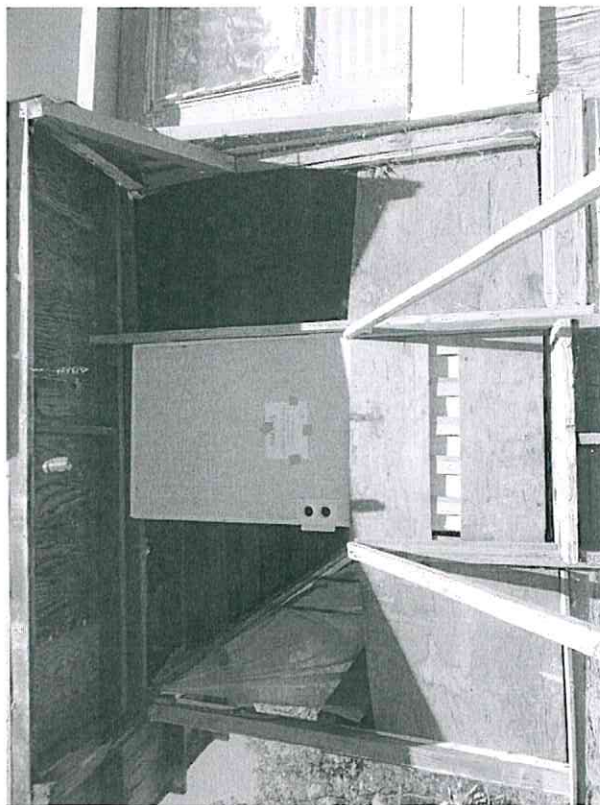
Situs: 16010 Vierra Road, Rackerby, CA 95972

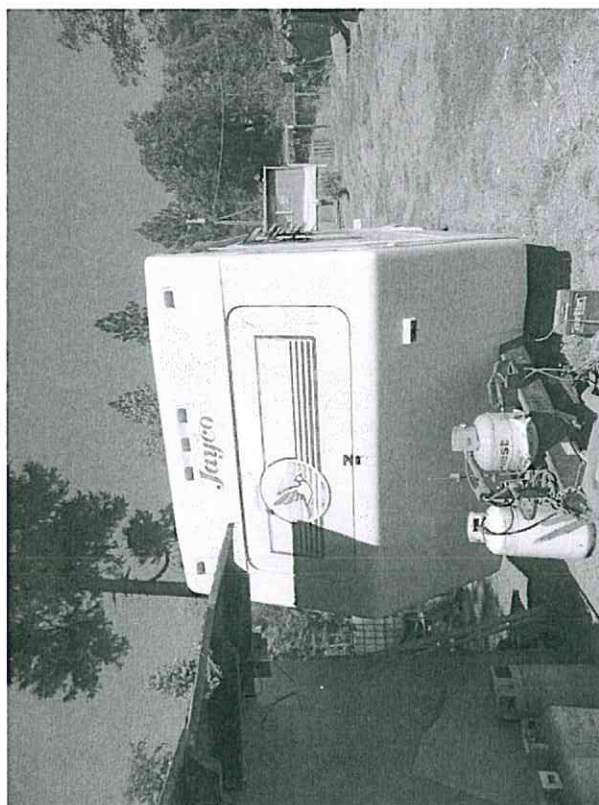
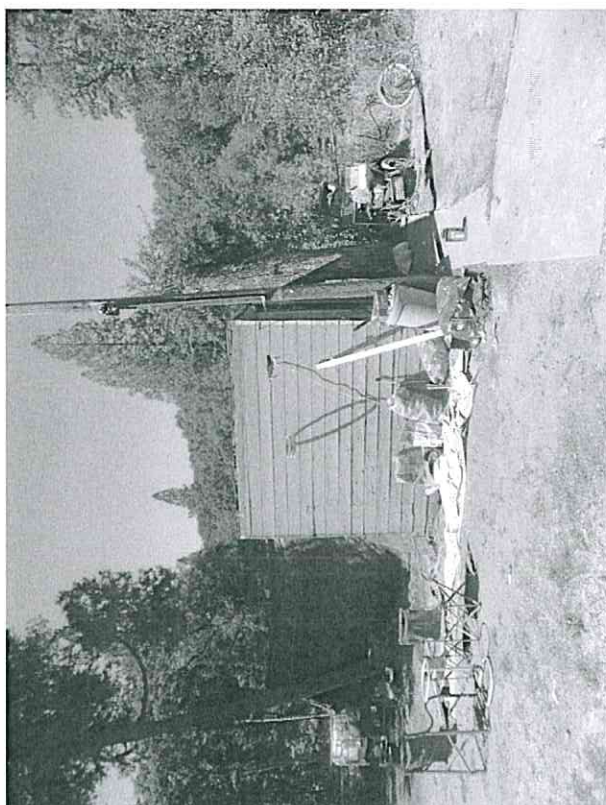
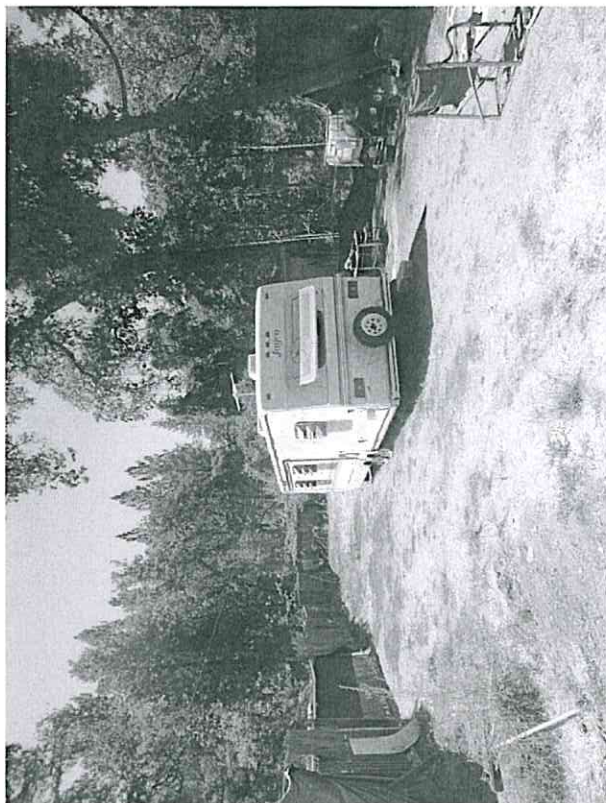
Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on August 24, 2016	Number of Plants 57	X \$100.00	\$5,700.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of more than 12 plants 7.40.300C	\$100.00	\$100.00
	Water Source/Discharges 7.40.300D	\$100.00	\$100.00
	Cultivation Environment 7.40.300E	\$100.00	\$100.00
	Active Code Case 7.40.300F	\$100.00	\$100.00
	Lack of Dwelling 7.40.310	\$100.00	\$100.00
	Use of Extension Cord(s) 7.40.320A3	\$100.00	\$100.00
	Lack of Registration	\$100.00	\$100.00
	Emplacement and occupancy of a recreational vehicle, YCCO, Chapter 10.20	\$100.00	\$100.00
	Accumulation and storage of inoperative vehicles or parts thereof, YCCO, Chapter 7.35	\$100.00	\$100.00
	Accumulation and storage of junk, trash, and debris, YCCO, Chapter 7.36	\$100.00	\$100.00
	Grand Total:		\$6,800.00

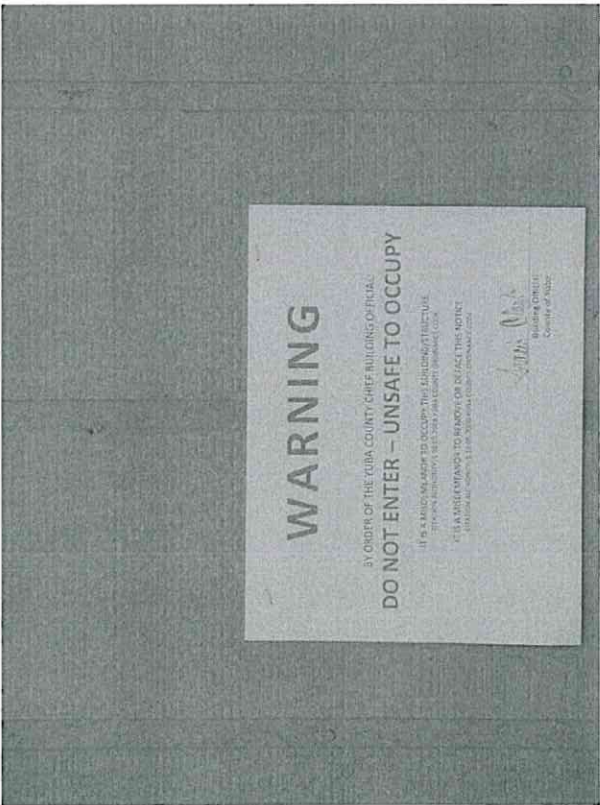
16010 Vierra Lane
Rackerby, CA

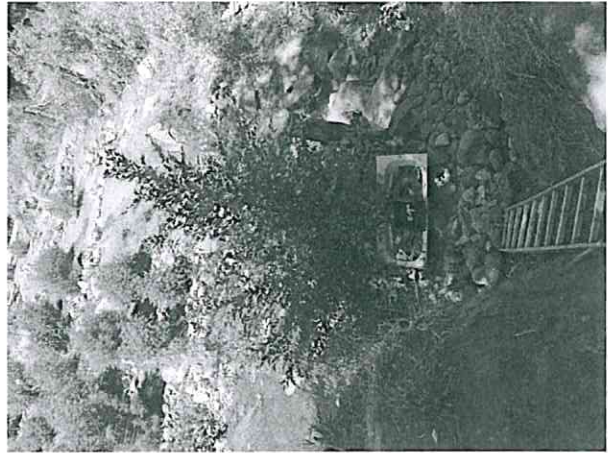


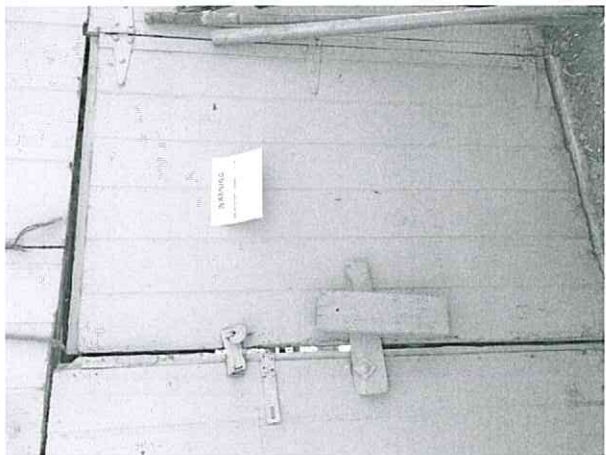
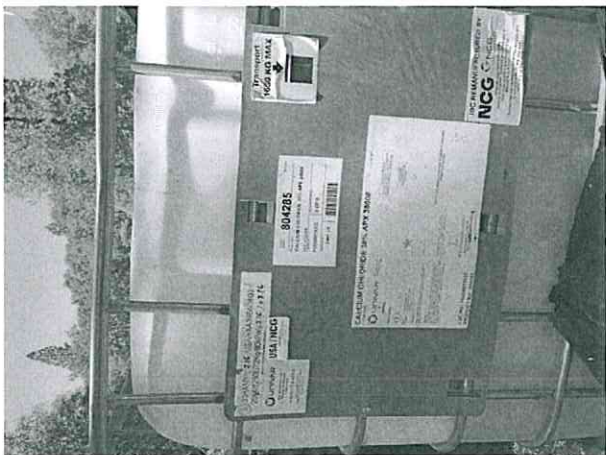
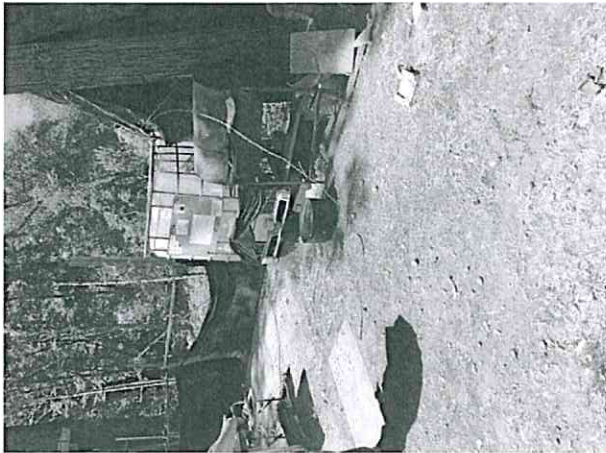














August 29, 2016

The County of Yuba
Community Development Department / Code Enforcement
915 8th Street, Suite 129
Marysville, CA 95901

RECEIVED

AUG 30 2016

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

RE: Appeal of Citation, 16010 Vierra Road, Rackerby, CA 95972, APN 056-060-030

Dear Sirs,

I have been retained by Michael Matlock, to represent him in all matters related to his property located on 16010 Vierra Road, Rackerby, CA 95972 (APN 056-060-030). This will act as the official request for an appeal of the citation dated August 24, 2016 In that citation he was cited for the cultivation of Marijuana. It is my clients position that he's in compliance with the current ordinance, and that there is no actual neighborhood complaint. I will be representing Mr. Matlock at that hearing and would appreciate being added to the mailing list for notifications, and to receive a copy of the staff report once it is complete.

Please provide the date and time of the administrative hearing to allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

Filing fee of \$4,116.00 will be dropped off with this notice. Thank you in advance for your assistance with this matter.

Sincerely,



Charnel James
Attorney at Law

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: September 27, 2016

Case #: MMJ16-0202

APN: 056-060-030

Owner: Mary E. Netherton

Situs: 16010 Vierra Road, Rackerby, CA 95972

Date	Reason for Charge	Hours	Total
8/15/2016	Received Complaint, Opened Case*	0.5	\$ 73.50
8/15/2016	Research Property*	0.5	73.50
8/15/2016	Phone Call*	0.25	36.75
8/18/2016	Inspection, Two (2) Officers*	1.0	147.00
8/19/2016	Inspection Attempted*	0.25	36.75
8/22/2016	Inspection Attempted*	0.5	73.50
8/24/2016	Warrant Prep for Inspection*	4.0	588.00
8/24/2016	Inspection, Three (3) Officers*	1.5	220.50
8/31/2016	Return of Warrant	1.0	147.00
9/15/2016	Hearing Prep	5.0	735.00
9/19/2016	Hearing Prep	5.0	735.00
9/20/2016	Hearing Prep	3.0	441.00
	Total Staff Hours Billed at \$147.00 per Hour	22.5	\$ 3,307.50
8/24/2016	Notice and Order to Abate Public Nuisance*	FEE	1,470.00
9/19/2016	Notice of Non-Compliance	FEE	147.00
9/19/2016	CDSA Processing Fee, One Document	FEE	73.50
9/27/2016	Administrative Penalty, 28 Days @ \$6,800.00 Per Day Accrued Daily, August 31, 2016 - September 27, 2016	PENALTY	190,400.00
9/27/2016	CDSA Support Fee (6%)	FEE	299.88
	Appeal Hearing Deposit Received	DEPOSIT	< 4,116.00 >
		Total	\$191,581.88

* Charges are reflected in Unpaid Billing Statement # 740

429-0916

(429-0916) Three... - 1 of 18

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell Burns, Member
Napa
Peter Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

RECEIVED

Clerk/Board of Supervisors

September 9, 2016


This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Section 670, Title 14, California Code of Regulations, relating to Falconry regulations, which are published in the California Regulatory Notice Register on September 9, 2016.

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

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx>.

Carie Battistone, Senior Environmental Scientist, Department of Fish and Wildlife, phone (916) 445-3615, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

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

(429-0916) Three... - 2 of 18

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections : 200, 202, 203, 355, 356, 395, 396, 398, 710.5, 710.7, 713, 1050, 1054, 1530, 1583, 1802, 3007, 3031, 3039, 3503, 3503.5, 3511, 3513, 3800, 3801.6, 3950, 4150, and 10500 of the Fish and Game Code and to implement, interpret or make specific Sections 395, 396, 713, 1050, 3007, 3031, 3503, 3503.5, 3511, 3513, and 3801.6 of said Code, proposes to amend Section 670, Title 14, California Code of Regulations, relating to Falconry Regulations

Informative Digest/Policy Statement Overview – Inland Fisheries

Amend Sections 670, Falconry, Title 14, California Code of Regulations (CCR).

The falconry regulations were last amended in 2013 to conform to federal guidelines which required states to adopt their own rules governing the sport. At that time it was understood by the Commission, falconers, and the public that the new California regulations would require updating and amendment to bring the regulations more in line with the current practice of falconry in California.

Numerous minor edits, renumbering, and clarifying changes are proposed; the more substantive changes include:

- Revising language to be more consistent with regulatory language standards (e.g., using lower-case for all headers, renumbering subsections, appropriate references for websites, replacing “regulatory year” with “license year,” reference to expired licenses, references to federal regulations).
- Allowing falconers to complete reports using the Department’s online reporting system found on the Department website at wildlife.ca.gov. Accordingly, no reporting to the USFWS is required and all references to the federal form 3-186A are removed.
- Clarifying what documentation is required to be carried when engaged in falconry activities.
- Amending the definitions (e.g., falconry, hacking, imping) to more accurately represent the activity.
- Improving instructions to falconers for procedures to avoid take of unauthorized wildlife and instructions to follow in the event that inadvertent take does occur, including fully protected species, and adopting “let it lay” language for non-protected species (meaning that if take occurs to let the raptor feed on the prey) and reporting requirements.
- Clarifying that a falconry license does not authorize the take of threatened or endangered species, candidate species or fully protected species.
- Clarifying licensee application procedures for resident, nonresident, tribal, and non-US citizen falconers.
- Adding language specifying that a tribal member with a valid falconry license issued from that member’s tribe will be treated in the same manner as a nonresident licensed falconer.
- Clarifying that a tribal member that does not have a license must apply for a California license to practice falconry outside the jurisdiction of the tribe.
- Clarifying that the exam fee is charged for each multiple examination to recover the Department’s reasonable costs.
- Adding an exam exemption for new resident falconers with a valid out-of-state falconry license.
- Clarifying when inspections are needed.
- Clarifying what is allowed and not allowed under an expired license, and what steps must be taken if a licensee wishes to continue to practice falconry.
- Adding terms for renewal, at the Department’s discretion, of a license where the licensee has been unlawfully in active practice without annual renewal and the payment of fees.

- Revising suspension and revocation clause to be more specific to the type of violation that would result in immediate action.
- Regarding written authorization required for certain activities, adding specifications that the authorization must be signed and dated with original signature.
- Identifying License and Revenue Branch as the point of contact for certain determinations, with the actual determination being made by Wildlife Branch in some instances.
- Clarifying the necessity of maintaining a continuous sponsorship of an apprentice; what period of time will be counted toward a total of 2 years sponsorship; and sponsor responsibility to assure that minimum qualifications have been met.
- Clarifying that falconers must maintain proper documentation of legal acquisition of birds and records retention is for 5 years only.
- Clarifying that take of northern goshawk outside of the Tahoe Basin does not have a limit.
- Adding language that identifies no need for a new inspection if the facilities shared by multiple falconers have passed a previous inspection.
- Clarifying when the administrative fee applies.
- Revising specifications for applying for the raptor capture drawing and obtaining a permit, including revision of deadline dates and times.
- Allowing falconers to remove bands or reband raptors under certain circumstances, if needed.
- Adding specific language allowing family members to watch raptors outside, but only if a specific age.
- Deleting the existing provision in 670 that raptors may be permanently transferred to a falconer from rehabilitation facilities. Section 679 provides for the permanent disposition from rehabilitation facilities of wildlife including birds.
- Clarifying that falconers may temporarily possess raptors from rehabilitation facilities for the purpose of conditioning for release back in to the wild.
- Adding text to clarify that non-native raptors or barred owls may not be released into the wild.
- Revising text regarding process and limitations for mounting raptor carcasses.
- Clarifying that unannounced inspections are applicable to falconry facilities.
- Revising language so that the Department will make a reasonable attempt to contact the licensee prior to conducting inspections.

Benefits of the Proposed Regulations

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources under the jurisdiction and influence of the state for the benefit of all the citizens of the State. In addition, it is the policy of this state to promote the development of resource related recreational activities that serve in harmony with federal law respecting conservation of the living resources under the jurisdiction and influence of the State. The objectives of this policy include, but are not limited to, the management and maintenance of captive raptor populations to ensure their continued existence of a sufficient resource to support a reasonable sport use. Adoption of scientifically-based regulations provides for the health and maintenance of sufficient populations raptors. The Commission additionally anticipates benefits to the captive breeding program as well as the management of the rehabilitation of raptors as needed. The proposed regulation changes are intended to provide increased health and maintenance to the State's falconry program from its recent transition for federal to states oversight. The Commission anticipates benefits to the environment by the sustainable management of California's resources.

The Commission further anticipates benefits to licensed falconers in the current practice of the sport in California through clarified regulations.

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature

sees fit. The Legislature has delegated to the Commission the power to regulate the practice of falconry. No other State agency has the authority to promulgate such regulations. The Commission has searched the CCR for any regulations regarding falconry and has found no such regulation; therefore the Commission has concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Red Lion Inn, 1929 4th Street, Eureka, California, on Thursday, October 20, 2016 at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton Garden Inn San Diego Mission Valley/Stadium, 3805 Murphy Canyon Road, San Diego, California, on December 8, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on November 17, 2016 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 2, 2016. All comments must be received no later than December 8, 2016, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Jon Snellstrom at the preceding address or phone number. **Carie Battistone, Senior Environmental Scientist, Department of Fish and Wildlife, phone (916) 445-3615**, has been designated to respond to questions on the substance of the proposed Falconry regulations. Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at <http://www.fgc.ca.gov>.

Availability of Modified Text

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

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

The Commission does not anticipate significant statewide adverse economic business, including the ability of California businesses to compete with businesses in other states. The proposed regulations amend the existing rules for the sport of falconry, primarily for recreational purposes.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any significant impacts on the creation or elimination of jobs, the creation of new businesses or the elimination of existing businesses, or the expansion of businesses. Hunting and falconry is an outdoor activity that can provide several benefits for individuals who partake in it and for the environment benefitting the health and welfare of California residents. The proposed regulations affect a limited number of falconers in California and therefore are unlikely to create or eliminate jobs, or result in the expansion or elimination of existing businesses.

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

The proposed amendments do not impose any additional fees or costs to private persons involved in the sport of falconry.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None
- (e) Nondiscretionary Costs/Savings to Local Agencies: None
- (f) Programs Mandated on Local Agencies or School Districts: None
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None
- (h) Effect on Housing Costs: None

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Valerie Termini
Executive Director

Dated: August 30, 2016

429-0916

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Saint Helena

Jacque Hostler-Carmesin, Vice President
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Fish and Game Commission



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1416 Ninth Street, Room 1320
Sacramento, CA 95814
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Clerk/Board of Supervisors

September 9, 2016

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending sections 1.74, 5.05, 5.40, 5.60, 7.00, 7.50, subsection (a)(1) of Section 29.45, subsection (c) of Section 43, and subsections (c)(3) and (c)(7) of Section 671, Title 14, California Code of Regulations, relating to Sport Fishing regulations, which are published in the California Regulatory Notice Register on September 9, 2016.

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

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx>.

Kevin Shaffer, Acting Chief, Fisheries Branch, Department of Fish and Wildlife, (916) 327-8841, has been designated to respond to questions on the substance of the proposed *inland* Fishing regulations.

Christy Juhasz, Marine Region, Department of Fish and Wildlife, (707) 576-2887, has been designated to respond to questions on the substance of the proposed ~~recreational~~ *razor clam* Fishery regulations.

Sincerely,


Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205, 206, 215, 220, 240, 315, 316.5, and 2003 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 205, 206, 215, 220 and 316.5 of said Code, proposes to amend Sections 1.74, 5.05, 5.40, 5.60, 7.00, 7.50, subsection (a)(1) of Section 29.45, subsection (c) of Section 43, and subsections (c)(3) and (c)(7) of Section 671, Title 14, California Code of Regulations, relating to Sport Fishing Regulations.

Informative Digest/Policy Statement Overview – Inland Fisheries

The proposed regulations combine Department of Fish and Wildlife (Department) and public requests for changes to Title 14, California Code of Regulations (CCR), for the 2016 Sport Fishing Regulations Review Cycle. The proposed regulations will increase fishing opportunities for landlocked salmon, increase protection for listed steelhead, remove regulations that are no longer relevant, update nomenclature for amphibians and reptiles, correct regulations pertaining to combined bag and possession limits for trout and landlocked salmon, clarify the bag and possession limits for trout, and update the sport fishing report card requirements. The proposed regulatory changes are needed to reduce public confusion and improve regulatory enforcement.

The Department is proposing the following changes to current regulations:

Sport Fishing Report Card Requirements

To eliminate public confusion, the Department is proposing to remove outdated requirements for lobster report card when the reporting period was changed in 2013 from annual to a season basis, and update the general sport fishing report card requirements.

Proposal: Amend Section 1.74, Sport Fishing Report Card Requirements
Repeal outdated requirements to lobster report cards that are no longer applicable and propose minor changes for clarity.

Eastman Lake

The US Army Corps of Engineers is requesting the Department to remove the closure at Eastman Lake because bald eagles are no longer nesting in the closure area. The conditions at the reservoir have changed and the closure is no longer effective or relevant. Water levels have changed so drastically that the location of the buoy line is not consistent with the regulations.

Proposal: Remove Special Fishing Regulations Subsections 7.50(b)(62A) and (62B), Eastman Lake

Removal of the existing closure area will open the lake to fishing year-round.

Reptile and Amphibian Nomenclature Updates

The scientific understanding of the relationships of amphibians and reptiles has changed since the regulations were adopted. The current lists in California Code of Regulations, Title 14, Section 5.05, 5.60, 43(c)(1), 671(c)(3), and 671(c)(7) include some names that are no longer considered valid by the scientific community. In addition, some species that were thought to be only one have been split into two or more species. This can lead to confusion by Law Enforcement and permittees/licensees regarding whether a species is allowed to be possessed or not. An updated list of common and scientific names of amphibians and reptiles was developed to clarify which currently recognized species are represented by the existing names

in the sport fishing, native reptile captive propagation, and restricted species regulations. The proposed changes to 5.05, 5.60, and 43(c)(1) are consistent with the May 2016 version of the Department's "Complete List of Amphibian, Reptile, Bird and Mammal Species in California," available at <http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=87155>. Nomenclature changes to restricted species in 671 were obtained from the International Union for Conservation of Nature (IUCN, <http://www.iucnredlist.org/>) and in consultation with herpetological experts.

The proposed changes are solely taxonomic and will not result in a change of sport take or restricted status, with the exception of *Batrachoseps pacificus* and *Thamnophis sirtalis* in 5.05 and 5.60, respectively. The latter corrects the accidental omission of San Mateo County from the special closure area, making the closure consistent with the take language, which specifies no *T. s. tetrataenia*, a fully protected species listed as endangered under both the federal and California Endangered Species Acts (ESA and CESA, respectively) may be taken with a sport fishing license. The former interprets the intent of allowing *B. pacificus* to be taken with sport fishing license. Prior to 2002, *B. pacificus* was considered a very widespread species, ranging from the Central Coast and Channel Islands, Baja California, and the central and southern Sierra Nevada. It was subsequently split into several species, many of which have very small ranges and some of which are species of special concern. Additionally, some of the common species' ranges overlap with those of protected species and are difficult to identify morphologically. *Batrachoseps pacificus*, as it is currently recognized, only occurs on the Channel Islands. The only currently recognized species that is relatively widespread and occurs in an area that does not overlap any currently recognized sensitive *Batrachoseps* spp. and used to be part of the *B. pacificus* complex is *B. major*. Therefore, we propose to replace *B. pacificus* with *B. major*. This change requires inclusion of a special closure to protect *B. major aridus*, which is listed as endangered under ESA and CESA, but it occurs in an area far separated from the rest of the species and any other *Batrachoseps* spp.

Proposal: Update Sections 5.05, 5.60, 43(c)(1), 671(c)(3) and (c)(7), Amphibians, Reptiles, and Restricted Species, respectively

The proposed changes will replace outdated names with valid, currently recognized names and will include the new names of the species that were split, where appropriate.

District General Regulations and Special Fishing Regulations Update for Clarity

To eliminate public confusion and potential enforcement issues, the Department is proposing to further define the bag and possession limits for trout in the District General and Special Fishing regulations sections by adding the word "trout" in the bag and possession limit column in subsections 7.00(a) through (g) and 7.50(b). Updating the tables will provide consistency with the proposed updated text in sections 7.00 and 7.50(a).

Proposal: Amend Subsections (a) through (g) of Section 7.00, District General Regulations, and Subsection (b) of 7.50, Special Fishing Regulations,

Add the word "trout" throughout Section 7.00, subsections (a) through (g), and Section 7.50, subsection (b), to clarify that bag and possession limits are specific to trout, unless stated otherwise.

San Clemente Lake

San Clemente Dam was removed recently (Summer 2015) to provide unimpeded steelhead access upstream. With the removal of the dam no reservoir remains, therefore there is no body of water to list.

Proposal: Amend Special Fishing Regulations subsection (b)(165) of Section 7.50, San Clemente Lake
 Remove special regulation for San Clemente Lake.

Los Padres Reservoir

Los Padres Dam has had a fish trap located downstream where adult steelhead are captured and trucked upstream of the dam. A floating fish collector is being constructed in Los Padres Reservoir and will be completed in Fall 2015. The fish collector is designed to allow passage downstream of steelhead trout, from kelts to juveniles. Since Los Padres is accessible to steelhead, there should be no take of rainbow trout which, with access to the ocean, can become anadromous. Therefore, given the ability to assume an anadromous form, rainbow trout should not be allowed to be taken. All fish taken should be limited to brown trout.

Proposal: Amend Special Fishing Regulations subsection (b)(105) of Section 7.50, Los Padres Reservoir
 Prohibit take of rainbow trout in Los Padres Reservoir to reduce take of listed steelhead.

Las Garzas Creek Tributaries

Allowing a partial fishing season on this Carmel River tributary is inconsistent with other regulations for the Carmel River watershed. Removing this creek would result in consistent regulations in the Carmel River watershed.

Proposal: Amend Special Fishing Regulations subsection (b)(97) of Section 7.50, Las Garzas Creek and Tributaries Remove Las Garzas Creek and its tributaries from the Special Fishing Regulations.

Increase Fishing Opportunity for Landlocked Salmon

Landlocked salmon are stocked into select lakes and reservoirs and are a highly sought after game fish. In the Freshwater Sport Fishing Regulations the statewide daily bag and possession limit is five landlocked salmon in combination. In some reservoirs the landlocked salmon (Kokanee) are abundant, but only obtain a small overall length (<12" TL). Anglers are unsatisfied with only being allowed to take five landlocked salmon per day of this small size. Anglers would like to take and possess more of these small fish each angling day.

To increase angler satisfaction with the landlocked salmon fishery at select waters, the Department proposes an increase to the daily bag and possession limit on select waters. This proposal recommends a daily bag limit increase from five to ten fish per day and possession limit increase from ten to twenty fish, but no more than five can be Chinook salmon. Waters for which the bag and possession limits are recommended for change include: Trinity Lake (Trinity Co.), Lake Pardee (Amador Co.), New Bullards Bar Reservoir (Yuba Co.), Bucks Lake (Plumas Co.), and Scotts Flat Reservoir, Upper (Nevada Co.).

Proposal: Add Subsections (b)(27.5), (b)(130.6), (b)(135.4), (b) 174.1), and (b)(194.6) to Section 7.50, Special Fishing Regulations Add Trinity Lake, Lake Pardee, New Bullards Bar Reservoir, Bucks Lake, and Upper Scotts Flat Reservoir to the Special Fishing Regulations with a 10 landlocked salmon daily bag limit and 20 landlocked salmon possession limit.

Clarify New Regulation for Landlocked Salmon

In 2015, the Department created a new definition for landlocked salmon and established a daily bag limit of 5 fish and a possession limit of 10 fish as defined in sections 1.57 and 5.41, respectively. The words "or landlocked" were mistakably added to Section 7.00 and, as a result, the adopted language does not significantly change the original regulation for bag and

possession limits. The bag and possession limit for trout and salmon (i.e., now landlocked salmon), is still in combination as opposed to a separate limit for trout and another for landlocked salmon. Also, language in 7.50(a) states "trout and salmon in combination." This section also needs to be revised as landlocked salmon and Chinook salmon have their own bag and possession limits and are not meant to be combined with trout bag and possession limits. Therefore, the Department is proposing to revise language in 7.00 and 7.50 that is incorrect or no longer relevant to the existing sport fishery.

Proposal: Amend Section 7.00, District General Regulations, and subsection (a) of 7.50, Special Fishing Regulations.

Revise the language in both sections to read "daily bag and possession limits, unless otherwise noted, mean the total number of trout."

Minor Editorial Corrections for Clarity

In addition to the above proposals, minor editorial corrections are proposed to correct typographical errors and to improve regulation clarity.

Recreational Razor Clam Fishery (Humboldt County)

Under existing law, razor clams may be taken for recreational purposes with a sport fishing license subject to regulations prescribed by the Fish and Game Commission (Commission). Current regulations for clams specify bag and possession limits, open/closed fishing areas by year, fishing hours and gear restrictions. The proposed regulation change is in response to public recommendations including Humboldt Area Saltwater Angers and Humboldt County Board of Supervisors, and would restore the original location of the management boundary at Little River Beach, Humboldt County.

The razor clam management boundary line at Little River Beach, commonly referred to as Clam Beach, is a seasonal creek, named Strawberry Creek, that was meant to divide the beach into approximate equal segments that could be fished in alternate years. Since the adoption of this regulation in 1953 in response to a decline in larger clams, this natural creek has meandered southward by 0.6 miles from its original location, resulting in a larger area in the northern section open for clamming during odd-numbered years. In even-numbered years, clambers now have to travel quite far south from the beach access point, the south county parking lot, to reach the smaller, southern section of the beach. The original location of the creek divided the beach relatively near where a county-maintained public parking lot exists today.

Rotating areas for clamming has been shown to encourage the recovery and productivity of clam beds for future seasons while relieving fishing pressure on alternate years so that clams can grow unmolested. As a result of the southward migration of the creek boundary line, the goal of an annual rotation of effort somewhat equally distributed between north and south sections of the beach has been compromised. The amendment would address the following:

1. Replace reference to the Strawberry Creek boundary with the boundary line due west from the county parking lot trailhead located at 40° 59.67' north latitude.
2. Also replace the name Little River Beach with Clam Beach while using the former name parenthetically.

Consistency and Compatibility with State Regulations

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the

Commission the power to adopt sport fishing regulations (sections 200, 202 and 205, Fish and Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to sport fishing.

Benefits of the Proposed Regulations

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the ocean and inland waters under the jurisdiction and influence of the state for the benefit of all the citizens of the State. In addition, it is the policy of this state to promote the development of local California fisheries in harmony with federal law respecting fishing and the conservation of the living resources of the ocean and inland waters under the jurisdiction and influence of the State. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use. Adoption of scientifically-based trout and salmon seasons, size limits, and bag and possession limits provides for the maintenance of sufficient populations of trout and salmon to ensure their continued existence. The Commission additionally anticipates benefits to the razor clam resource and its fishery in Humboldt County. The proposed regulation changes are intended to provide increased clam fishing opportunity in even-numbered years by increasing the size of the open southern Clam Beach management zone, thereby restoring the original intent of the regulation. The Commission anticipates benefits to the environment by the sustainable management of California's resources.

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of California's sport fishing resources, and promotion of businesses that rely on recreational sport fishing in California.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Red Lion Inn, 1929 4th Street, Eureka, California, on Thursday, October 20, 2016 at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton Garden Inn San Diego Mission Valley/Stadium, 3805 Murphy Canyon Road, San Diego, California, on December 8, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on November 17, 2016 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 2, 2016. All comments must be received no later than December 8, 2016, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Jon Snellstrom at the preceding address or phone number. Kevin Shaffer, Acting Chief, Fisheries Branch, Department of Fish and Wildlife, (916) 327-8841, has been designated to respond to questions on the substance of the proposed Inland Fishing regulations. Christy Juhasz, Marine Region, Department of Fish and Wildlife, (707) 576-2887, has been designated to respond to questions on the substance of the proposed Recreational Razor Clam Fishery regulations. Copies of the Notice of Proposed

Action, the Initial Statement of Reasons, and the text of the regulation in underlined text, accessed through our website at <http://www.fgc.ca.gov>.

Availability of Modified Text

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

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

The proposed action is not anticipated to have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide. Therefore the Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing business or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a salmon and trout sport fishery encourages consumption of a nutritious food.

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

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

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

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

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: August 30, 2016

Valerie Termini
Executive Director

429-0916

(429-0916) Three... - 14 of 18

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Commissioners
Eric Sklar, President
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STATE OF CALIFORNIA
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Fish and Game Commission



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Clerk/Board of Supervisors

September 15, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amending subsections (a) and (b) of Section 27.20, Sections 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 28.27, 28.49, and 28.55; and adding Section 28.47, Title 14, CCR, relating to recreational fishing regulations for federal groundfish and associated species for consistency with federal rules for 2017 and 2018, which will be published in the California Regulatory Notice Register on September 16, 2016.

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

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx>.

Joanna Grebel, Marine Region, Department of Fish and Wildlife, (831) 601-2279, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission

Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205, 220, 702, 7071 and 8587.1, of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 205, 220, 1802, 7071 and 8585.5, Fish and Game Code; Title 50, Code of Federal Regulations, Part 660, Subpart G; and Section 27.20, Title 14, California Code of Regulations (CCR), proposes to amend subsections (a) and (b) of Section 27.20, Sections 27.25, 27.30, 27.35, 27.40, 27.45, 27.50, 28.27, 28.49, and 28.55; and add Section 28.47, Title 14, CCR, relating to recreational fishing regulations for federal groundfish and associated species for consistency with federal rules for 2017 and 2018.

Informative Digest/Policy Statement Overview

Biennially, the Pacific Fishery Management Council (PFMC) reviews the status of west coast groundfish populations. As part of that process, it recommends groundfish fisheries regulations aimed at meeting biological and fishery allocation goals specified in law or established in the Pacific Coast Groundfish Fishery Management Plan (FMP).

These recommendations coordinate west coast management of recreational and commercial groundfish fisheries in the Exclusive Economic Zone (EEZ) (three to 200 miles offshore) off Washington, Oregon and California. These recommendations are subsequently implemented as federal fishing regulations by the National Marine Fisheries Service (NMFS).

For consistency, the Commission routinely adopts sportfishing regulations to bring State law into conformance with federal law for groundfish and other federally-managed species.

Current regulations establish season lengths, depth constraints, methods of take, and size, bag and possession limits within the five groundfish management areas for all federal groundfish and associated species.

Summary of Proposed Amendments

The Department of Fish and Wildlife (Department) is proposing the following regulatory changes to be consistent with PFMC recommendations for federal groundfish regulations in 2017 and 2018. This approach will allow the Commission to adopt State recreational groundfish regulations to timely conform to those taking effect in federal ocean waters in January 2017.

The proposed regulatory changes will implement the following changes:

1. Seasons and Depths
 - A. Extend the season length in the Northern and Mendocino Management Areas;
 - B. Increase the allowable depth in the Northern, San Francisco and Central Management Areas;
 - C. Allow for the take of all species with no depth restrictions November 1 through December 31 in the Northern and Mendocino Management Areas;
2. Bag Limits
 - A. Increase the bag limit for canary rockfish from zero to one fish;
 - B. Decrease the bag limit for black rockfish from five to three fish;
 - C. Eliminate the three fish sub-bag limit for bocaccio;

- D. Decrease the bag limit for lingcod from three to two fish;
- 3. Allow petrale sole and starry flounder to be retained year round at all depths;
- 4. Clarifications
 - A. Clarify language pertaining to Rockfish Conservation Areas; and
 - B. Clarify and make consistent other provisions of the regulations.

The benefits of the proposed regulation changes are consistency with federal law, sustainable management of groundfish resources and promotion of businesses that rely on recreational groundfish fishing.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt sport fishing regulations (Fish and Game Code, Sections 200, 202 and 205). The proposed regulations are consistent with regulations for sport fishing in marine protected areas (Section 632, Title 14, CCR), with Nearshore Fishery Management Plan regulations (Sections 52.00 through 52.10, Title 14, CCR) and with sport fishing regulations in Chapters 1 and 4 of Subdivision 1 of Division 1, and Section 195, Title 14, CCR. Commission staff has searched the California Code of Regulations and has found no other State regulations related to the recreational take of groundfish.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Red Lion Hotel, 1929 4th Street Eureka, California, on Wednesday, October 19, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton Garden Inn San Diego Mission Valley/Stadium, 3805 Murphy Canyon Road, San Diego, California, on Wednesday, December 7, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. **Written comments mailed to the address given below or emailed to FGC@fgc.ca.gov must be received before 12:00 noon on December 2, 2016. All comments must be received no later than December 7, 2016, at the hearing in San Diego, California.** If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulations in underline and strikeout format can be accessed through our website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Sherrie Fonbuena at the preceding address or phone number. **Senior Environmental Scientist, Joanna Grebel, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations.** Ms. Grebel may be reached at (831) 601-2279 or Joanna.Grebel@wildlife.ca.gov.

Availability of Modified Text

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

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The Commission anticipates increased opportunities for the recreational groundfish fishery in 2017-2018 compared to 2016.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any significant impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Providing increased fishing opportunities for groundfish encourages recreation, which can have a positive impact on the health and welfare of California residents. Groundfish taken in the sport fishery and later consumed may have positive human health benefits.

The Commission does not anticipate any benefits to worker safety.

The Commission anticipates benefits to the environment. The proposed management actions include increased fishing opportunity, along with the continuation of the reasonable and sustainable management of recreational groundfish resources and the protection of listed and special status species. Adoption of scientifically-based seasons, depth restrictions, and recreational bag limits provide for the maintenance of sufficient populations of groundfish to ensure their continued existence.

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

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

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
None.

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

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

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

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Valerie Termini
Executive Director

Dated: September 2, 2016



Reclamation District 2103

P.O. Box 208
Wheatland, CA 95692
(530) 870-4503

September 14, 2016

Terry A. Hansen, Registrar of Voters
Yuba County, California
915 8th Street, Suite 107
Marysville, CA 95901

Re: Vacancy on Reclamation District No. 2103 Board of Trustees

Dear Mrs. Hansen:

I write this letter on behalf of Reclamation District No. 2103 (RD 2103) to notify the County elections official that there is a vacancy on the District's Board of Trustees. The vacancy was left by Trustee John J. ("Jack") Gilbert, who recently passed away.

The Board of Trustees has posted notice of the vacancy within RD 2103 and will then fill the vacancy by appointment, pursuant to Government Code section 1780. I will notify your office of the appointment after it has been made.

Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "TE", followed by a stylized flourish.

Tom Engler, E.I.T., CFM
MBK Engineers

cc: Board of Trustees, Reclamation District 2103

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Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: September 27, 2016
Re: Advanced Document Concepts – Copier Lease & Maintenance Agreement

Recommendation

Consider Resolution authorizing agreement with Advanced Document Concepts for lease and maintenance of county-wide copier multifunction devices, and authorize Purchasing Agent to execute agreement and supporting documents upon review and approval of Counsel.

Background

In November 2007, Administrative Services went out to bid for 19 copiers which resulted in an agreement for services with Advanced Documents being brought to the Board and approved. Additional units were added as departmental needs grew. In April 2013, Administrative Services brought a refresh agreement to the Board to extend the agreement for another three years due to the life of many of the devices could be utilized for another three (3) years and thereby offer a reduction in costs to departments. That agreement is expiring.

Discussion

After a lengthy, detailed review of Advanced Document Concepts proposal to refresh the County's leased devices utilizing a comparable pricing structure as provided to Sutter County as a result of their solicitation for copiers; and comparing that to cooperative available pricing under the NASPO agreement from Xerox, Administrative Services has determined that the pricing from Advanced Documents offers the greatest savings and best benefit for the County.

The new program will include replacement of every leased device within the County with the newest Kyocera model comparable in size and speed to what is currently assigned to each County department. Administrative Services and Advanced Documents will also meet with any departments interested in transitioning, changing, or adding a leased device to their department. In addition, meetings will be conducted with each department with assigned devices to discuss usage and any utilization changes that can be made to either reduce the number of devices assigned to a department and/or relocate devices within a department for optimal utilization.

The 60 month Lease Agreement is with US Bank Equipment Finance through Advanced Documents. The Maintenance Agreements are held directly with Advanced Document Concepts. A resolution is included to delegate signing authority to the Purchasing Agent to execute the final contract documents once all department meetings and equipment assignments have been determined.

Financial Impact

The financial impact is a cost savings of approximately \$1,800 per month from the current copier program. All costs are charged directly to the respective departments. The maintenance costs cover repairs, replacements, and toner at no additional charge.

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

RESOLUTION

**RECOMMEND BOARD APPROVAL OF A NEW
AGREEMENT WITH ADVANCED DOCUMENT
CONCEPTS FOR A LEASE AND MAINTENANCE
AGREEMENT FOR COUNTY-WIDE COPIER
MULTIFUNCTION DEVICES, AND AUTHORIZE
CHAIR TO EXECUTE THE AGREEMENT.**

RESOLUTION NO. _____

)
)
)
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)

WHEREAS, Yuba County's contract for and multi-function device copiers is expiring;
and;

WHEREAS, Yuba County staff have a need to maintain current and emerging
technologies in our offices County-wide; and

WHEREAS, the Yuba County Purchasing team has conducted an assessment among our
pre-competed copier providers; including a detailed analysis of total costs; and

WHEREAS, the result of the analysis is under the new agreement we can obtain all new
technology from our existing provider at a lower cost.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors
hereby approves a new agreement with Advanced Document Concepts for a lease and
maintenance agreement for county-wide copier multifunction devices, and authorize chair to
execute the agreement

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

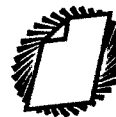


EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:

**ADVANCED
Document**
CONCEPTS For Business702 Nord Avenue
Chico, CA 95926
Phone: 530.893.8711
Fax: 530.893.9027**Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

County of Yuba

CITY

Marysville

STATE

Ca.

ZIP

95901

STREET ADDRESS

915 8th Street, Suite 119

PHONE

(530) 749-7880

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A**TERM AND PAYMENT SCHEDULE**

Term in 60 Months

60

Payments* of \$ 4,660.00

*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

____ Customer's Initials
____ Customer's Initials**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

County of Yuba

X

SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

94-6000731

FEDERAL TAX I.D. #

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

County of Yuba

X

SIGNATURE

TITLE

DATE OF DELIVERY

CUSTOMER (as referenced above)

AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for month-to-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. We may charge you we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you or any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment on return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of your credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss or expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

1. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

2. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

3. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

4. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

5. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

6. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



AGREEMENT NO. _____



Schedule "A"

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

County of Yuba

X

SIGNATURE

TITLE

DATED



EQUIPMENT FINANCE

AGREEMENT NO.
2113013

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2113013, dated _____, between **County of Yuba**, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

County of Yuba

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

U.S. Bank Equipment Finance

AGREEMENT NO.

2113013

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

This California Judicial Reference Agreement ("Agreement") is entered into in connection with any existing financing ("Financing") provided by ("Lessor/Secured Party") to County of Yuba ("Customer") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, supplements, guaranties and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "Financing Documents."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "Parties") agree as follows:

- Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
- The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641.2 without the prior written consent of all Parties.
- If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any Dispute.
- If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.
- During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 2016.

U.S. Bank Equipment Finance

County of Yuba

Lessor/Secured Party

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



MAINTENANCE AGREEMENT BETWEEN: Advanced Document Concepts

AND

Yuba County

NAME

915 8th Street Ste. 119

Marysville,

Ca.

95901

CITY

STATE

ZIP

PHONE

Same as Ship To

EQUIPMENT LOCATION

ADDRESS

CITY

STATE

ZIP

CONTACT

PHONE

MODEL / OPTION	SERIAL NUMBER	MACH ID	START METER	RATE
			B/W	.00625 B/W per page
			CLR	.05 per page

AGREEMENT BEGINNING

08/01/16

AND ENDING

07/31/21

WITH THE FOLLOWING INDICATED PROVISIONS IN EFFECT:

Cost-Per-Copy contract billed monthly in arrears

based on meter readings-includes parts, labor & supplies

EXCESS COPIES
CHARGED AT:

n/a

No Minimum

COPIES INCLUDED:

Unlimited

EXPIRES:

TONER INCLUDED:
Yes ☒ No ☐

STAPLES INCLUDED:
Yes ☐ No ☒

DRUM INCLUDED:
Yes ☒ No ☐

MASTERS INCLUDED:
Yes ☐ No ☒

FUSER ROLLER INCLUDED:
Yes ☒ No ☐

LABOR INCLUDED:
Yes ☒ No ☐

RECOVERY BOTTLES
INCLUDED: Yes ☒ No ☐

DEVELOPER INCLUDED:
Yes ☒ No ☐

PAPER INCLUDED:
Yes ☐ No ☒

SOFTWARE SUPPORT
INCLUDED: Yes ☐ No ☒

PARTS INCLUDED:
Yes ☒ No ☐

IMAGE UNITS INCLUDED:
Yes ☒ No ☐

TRANSFER RIBBONS
INCLUDED: Yes ☐ No ☒

INK CARTRIDGES INCLUDED:
Yes ☐ No ☒

THERMAL HEAD INCLUDED:
Yes ☒ No ☐

OTHER:

I agree to all terms and conditions by signing or paying for this agreement.

Advanced Document Concepts

COMPANY

AUTHORIZED COMPANY SIGNATURE

Chris Fogleman, Service Manager

TITLE

DATE SIGNED

SEE REVERSE FOR TERMS & CONDITIONS

CUSTOMER NAME

AUTHORIZED COMPANY SIGNATURE

TITLE

DATE SIGNED

AGREEMENT NUMBER

SPECIAL CONDITIONS:

TERMS AND CONDITIONS

For the purpose of maintaining the equipment specified on this agreement, Advanced Document Concepts, hereinafter known as **COMPANY**, agrees to service and repair said equipment in accordance with the following terms and conditions:

1. All calls will be performed during **COMPANY'S** normal working hours. Calls requested for other than the **COMPANY'S** hours will be charged to the customer at the **COMPANY'S** current rate for after hour service. The availability of such service is to be solely decided by the **COMPANY**. Customer agrees to give free and unencumbered access to the equipment to perform service therein.
2. Perform all maintenance, including emergency calls, lubrication and adjustment to maintain the specified equipment in good working order, with the exception of normal operator functions as described in operator manual.
3. This agreement does not include any item the **COMPANY** classifies as a supply item e.g. drums, developer, toner, staples, paper, recovery bottles, fuser roller, image units, etc. or has its replacement dictated by copy volume, unless, indicated in this agreement. Parts deemed obsolete by the manufacturer or exterior covers, trays, lids, doors and cassettes.
4. The agreement does include all labor and travel costs, unless increased service time is resulting from neglect or unique applications, unless otherwise specified. Equipment must be located in a suitable place that is safe and non-hazardous as deemed by the **COMPANY**.
5. This agreement does not cover any service, repairs, parts, or travel, incurred by abuse, misuse, accident, theft, neglect, acts of a third party or parties, fire, water, acts of God, insufficient or faulty power source, improper temperature or humidity conditions, or presence of chemical vapor. As well as, repairs or alterations attempted by non-**COMPANY** personnel, or damage caused by the customer relocating the equipment inconsistent with key operator training provided by the **COMPANY**. Also excluded from this agreement is service necessitated by malfunction of parts, supplies, or alteration of non-vendor manufacturer, or not supplied by **COMPANY**.
6. At the time of inspection, equipment will be cleaned, lubricated and adjusted. Such inspections shall be made at reasonable intervals as determined by the **COMPANY** during the term of this agreement, and may be made at the same time as emergency service calls.
7. This agreement is not assignable or transferable by customer without prior written approval, and may be cancelled if equipment is sold, leased, rented, or transferred by customer to any other person, persons, or firm. In the event that any equipment is moved from the location set forth in this agreement, **COMPANY** may terminate and/or add additional charge to cover said change.
8. This agreement is valid for one year or for the number of copies indicated which ever comes first. This agreement will be renewed automatically upon expiration, unless cancelled by the customer, in writing, no later than 10 days prior to expiration date. During the term of the agreement, if the customer generates copies beyond the specified amount, the customer is liable for the excess copies, and will be charged at the prescribed rate. Accessories purchased after the initial starting date will be added to this agreement and will run concurrent with the mainframe. The current maintenance cost for these accessories will be charged and/or prorated accordingly.
9. Maintenance charges shall be payable by the customer immediately upon receipt of the invoice. Federal, State and local government accounts shall be invoiced quarterly in arrears, if so required by law. In the event the **COMPANY** wishes to cancel the agreement prior to its conclusion, advanced payments to **COMPANY** will be prorated giving consideration to the number of calls furnished, balance of time and/or copies remaining. Excess payments will be refunded to the customer **LESS** any amount due **COMPANY**.
10. If a customer fails to make all payments promptly when due, **COMPANY** may cancel said agreement, and bill customer for all work, parts, travel and costs, performed during this period.
11. If in the opinion of the **COMPANY** the equipment can no longer be properly or economically maintained to **COMPANY** standards the **COMPANY** will provide the customer with an estimate of reconditioning charges. If the customer fails to have the equipment reconditioned the **COMPANY** will not be responsible for any equipment failures related to the need for reconditioning.
12. This agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.
13. The **COMPANY** will not be responsible for delays or inability to service the equipment if caused by strikes, accidents, climatic conditions, other reasons of like or dissimilar nature beyond its control or accidental loss of data or records due to equipment failure or technician action when servicing customer's equipment. In no event will **COMPANY** be liable for loss of profits, or special indirect, or consequential damages.
14. **COMPANY'S** liability for digital and connected equipment ends at the input ports of the **COMPANY'S** provided equipment, and the **COMPANY** is not responsible for problems caused by software which is not provided by the **COMPANY**.
15. If for unforeseen reasons normal operating costs e.g. fuel costs, utilities, supplies, etc. become excessive or out of line with normal standards the **COMPANY** reserves the right to add a maximum of 10% or less per year surcharge to this agreement to cover these costs.