

BOARD OF SUPERVISORS

AMENDED 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.

JANUARY 10, 2017

ADD TO CONCENT AGENDA ITEM B.5.

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 Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher
- III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Community Development and Services
 1. [\(01-0117\) Approve Contract Change Orders, accept Goldfields Parkway Extension Project Contract No. 2016-8084 as complete, and authorize Public Works Director to execute and record Notice of Completion.](#)
 2. [\(02-0117\) Approve Amendment No. 3 to the professional services agreement with Mark Thomas and Company for the New York House Road over Dry Creek Bridge Replacement Project and authorize Chair to execute.](#)
 3. [\(03-0117\) Approve extension of interim appointment of Clark Pickell as Environmental Health Director for up to additional six months effective January 1, 2017.](#)
 4. [\(04-0117\) Approve Modification No. 1 to Road Project Agreement with USDA Forest Service increasing the funding contribution to \\$360,000 for Plumas National Forest construction of a bridge on Oregon Hill Road and authorize Chair to execute.](#)
 - B. Board of Supervisors
 1. [\(05-0117\) Reappoint Michael Paine to Yuba County Library Advisory Commission as a District Two Representative with a term to end January 10, 2021.](#)
 2. [\(06-0117\) Reappoint Michael Paine to Historic Resources Commission as a District Two Representative with a term to end January 10, 2021.](#)
 3. [\(07-0117\) Appoint Otis Allen to Yuba County Planning Commission as a District Three Representative with a term to end January 11, 2021.](#)
 4. [\(08-0117\) Appoint Clara McCall to the Library Advisory Commission as a District Three Representative with a term to end January 10, 2021.](#)
 5. [\(22-1017\) Ratify and approve memorandum of understanding between Yuba County Health and Human Services by the Director on behalf of Yuba County and St. Johns Episcopal Church for the provision of an emergency shelter site for residents of Yuba County.](#)

C. Health and Human Services

1. [\(09-0117\) Approve agreement between Yuba County, Sutter County, and Thurmond Consulting, LLC for consulting services, and authorize Chair to execute.](#)

D. Clerk of the Board of Supervisors

1. [\(10-0117\) Appoint Christopher L. Hummel to Area 4 Agency on Aging Advisory Council as a Representative with a term to end June 30, 2019.](#)
2. [\(11-0117\) Appoint Touresa Vang to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative with a term to end June 30, 2019.](#)
3. [\(12-0117\) Reappoint Lesley C. Clarkson as a District Three Representative to the Historic Resources Commission with a term ending January 11, 2021.](#)
4. [\(13-0117\) Approve minutes of December 6, 13, and 20, 2016.](#)

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. Board of Supervisors

1. [\(14-0117\) Approve Board Standing Committee appointments for calendar year 2017. \(ten minute estimate\)](#)
2. [\(15-0117\) Adopt resolution appointing two Board of Supervisor members as Directors to Three Rivers Levee Improvement Authority Board of Directors. \(Ten minute estimate\)](#)
3. [\(16-0117\) Pursuant to Government Code 1780 order Reclamation District 2103 to hold election June 6, 2017 to fill vacancy for term vacated by Trustee Gilbert for remaining term ending December 2017. \(Ten minute estimate\)](#)

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. [\(17-0117\) Public Hearing - Hold public hearing, approve Wheatland Fire Authority Conflict of Interest Code, and direct Clerk of the Board to notify Authority of Board approval.](#)
- B. [\(18-0117\) Public Hearing - Hold public hearing, approve Linda County Water District Conflict of Interest Code, and direct Clerk of the Board to notify Authority of Board approval.](#)

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

- A. [\(19-0117\) Thirteen notices from California Fish and Game Commission regarding various proposed regulatory actions.](#)
- B. [\(20-0117\) Letter with attachments from Ed Brown requesting new Yuba County Fish and Game Advisory Commission.](#)

VIII. **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.

IX. **CLOSED SESSION**

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 019-270-028
Property Owner: R.J. Staas Revocable Trust dated January 25, 2011 Negotiating Parties: County of Yuba/Mike Lee
Negotiation: Price
- B. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs. Grant

X. **ADJOURN**

Human Services Committee -

- A. [\(21-0117\) Consider resolution authorizing Director to enter into and execute agreement for County medical Services program County Wellness and Prevention Pilot Project - Health and Human Services \(Ten minute estimate\)](#)

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 Clerk of the Board of Supervisors

(05-0117) Reappo... - 1 of 2



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Yuba County Library Advisory Commission - District Two Representative

Date: January 10, 2017

Recommendation

Reappoint Michael Paine to the Library Advisory Commission as the District Two Representative for a term ending January 10, 2021.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Michael Paine's term who has served since January 2009, and wishes to continue to serve. Supervisor Lofton recommends appointment.

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

Fiscal Impact

None

Committee Action

None required.

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The County of Yuba

Office of Clerk of the Board of Supervisors

(06-0117) Reappo... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Historic Resources Commission
Date: January 10, 2017

Recommendation

Reappoint Michael Paine as a District Two Representative to the Historic Resources Commission with term ending January 10, 2021.

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. District appointments run concurrent with the elected official.

Mr. Paine has served on this commission since December 2015, and wishes to continue to serve. Supervisor Lofton recommends appointment.

Fiscal Impact

None; participation is voluntary.

Committee Action

Brought directly to the Board for consideration.

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The County of Yuba

Office of Clerk of the Board of Supervisors

(07-0117) Appoin... - 1 of 2



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Yuba County Planning Commission – District Three Representative**

Date: January 10, 2017

Recommendation

Appoint Otis Allen to the Yuba County Planning Commission as the District Three representative for a term ending January 11, 2021.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy. Mr. Allen's application is attached for your review. Supervisor Leahy recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

attachment

The County of Yuba

(07-0117) Appoin... - 2 of 2

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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



NOV 22 2016

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: PLANNING COMMISSION

APPLICANT NAME:

OTIS ALLEN

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

OLIVEHURST, 95961

PHYSICAL ADDRESS
(Street, City, Zip):

SAME AS ABOVE

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

FIELD TECHNICIAN

3

REASONS YOU WISH TO

SERVE ON THIS BODY:

I WAS REQUESTED BY SUPERVISOR-ELECT
DOUG LOFTON

QUALIFICATIONS:

15 YEAR RESIDENT OF DISTRICT 3

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

NONE

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

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

☐ YES ☒ NO

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

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

[Signature]
SIGNATURE

11/21/16
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

(08-0117) Appoin... - 1 of 2



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Yuba County Library Advisory Commission - District Three Representative**

Date: January 10, 2017

Recommendation

Appoint Clara McCall to the Library Advisory Commission as the District Three Representative for a term ending January 10, 2021.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy. Ms. McCall's application is attached for your review. Supervisor Lofton recommends appointment.

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

Fiscal Impact

None

Committee Action

None required.

The County of Yuba

RECEIVED

DEC 20 2016

(08-0117) Appoin... - 2 of 2

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

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: YUBA COUNTY LIBRARY ADVISORY Commission

APPLICANT NAME: McCall, Clara

MAILING ADDRESS - (Street/P.O. Box, City, Zip): [REDACTED] MARYSVILLE, CA. 95901

PHYSICAL ADDRESS (Street, City, Zip): [REDACTED] OLIVEHURST, CA 95961

TELEPHONE: HOME: [REDACTED] WORK: N/A

EMAIL ADDRESS: NONE

OCCUPATION/PROFESSION: LICENSED VOCATIONAL NURSE - RETIRED
SUPERVISOR/ DISTRICT NUMBER: District 3 - Doug Lofton

REASONS YOU WISH TO SERVE ON THIS BODY: TO BE A PART OF HELPING TO DEVELOP THE COUNTY LIBRARY NOW AND IN THE FUTURE

QUALIFICATIONS: SETTING THE YUBA COUNTY SR. CENTER LIBRARY IN OLIVEHURST, CA. 40+ YEARS EXPERIENCE WORKING WITH THE PUBLIC.

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: NONE.

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

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

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

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

Clara McCall
SIGNATURE

12/20/2016
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

(22-1017) Ratify... - 1 of 6

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



(22-0117)

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: January 10, 2017

SUBJECT: Ratification of the Memorandum of Understanding between the Health & Human Services Department and St. John's Episcopal Church

RECOMMENDATION: It is recommended that the Board of Supervisors ratify the Memorandum of Understanding (MOU) between the Health and Human Services Department (HHSD) and St. John's Episcopal Church.

BACKGROUND: HHSD is responsible for opening emergency shelter sites to provide shelter to county residents during an emergency situation or disaster. The St. John's Episcopal Church community center has facilities which can accommodate residents in need of emergency shelter and is willing to make those facilities available.

DISCUSSION: The National Weather Service forecasts heavy rain and snow for Northern California which may cause flooding from the Yuba River near Simpson Lane. The St. John's Episcopal Church emergency shelter site will provide shelter for those individuals who must evacuate the area.

COMMITTEE: The Human Services Committee was bypassed due to the urgent nature of the request.

FISCAL IMPACT: Approval of this request may impact County general funds.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
ST. JOHN'S EPISCOPAL CHURCH**

This Memorandum of Understanding (hereafter "MOU") is entered into by and between Yuba County, on behalf it's Health and Human Services Department (hereafter YCHHSD), and St. John's Episcopal Church (hereafter FACILITY), located at 800 D Street, Marysville, California, for the provision of an emergency shelter site.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. YCHHSD is a department with authority to designate sites within Yuba County to serve as emergency shelter sites to individuals impacted by an emergency and/or disaster; and
- c. FACILITY has the capacity to serve as an emergency shelter site in the event that a site is necessary during an emergency and/or disaster.

THEREFORE, YCHHSD and FACILITY hereto mutually agree as follows:

1. TERM

This MOU shall be effective on January 6, 2017, or when all parties have signed, whichever is later, and shall remain in effect until terminated in accordance with Provision 6, GENERAL PROVISIONS, Subsection 6.1. This MOU shall be invoked when an emergency exists that requires the activation of an emergency shelter site.

2. DESIGNATED REPRESENTATIVES

The Director of Yuba County Health and Human Services Department is the authorized representative for YCHHSD. Ann Raney, Community Services Coordinator, is the authorized representative for FACILITY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. OBLIGATIONS

3.1 FACILITY agrees to do the following:

- A. FACILITY hereby acknowledges its intent to serve as an emergency shelter site in the event of a natural disaster or emergency.
- B. Upon the request of YCHHSD and as soon as possible thereafter, FACILITY personnel will permit the use of its physical facilities and equipment by YCHHSD in order to establish an emergency shelter site. Such facilities, associated systems, and equipment shall include, but not be limited to:
 - Buildings
 - Office equipment, including telephones, copy machines, computers, Internet services, and fax machines;
 - Tables, chairs, desks, cots;
 - Kitchen facilities; and
 - Parking areas
- C. Designate the following points of contact in case of emergency:
 - An Administrative point of contact, authorized to open the building and to serve as the primary point of contact; and
 - A Facilities point of contact designated to work with YCHHSD to move tables, chairs, and assist YCHHSD with anything related to the physical facilities.
- D. FACILITY agrees to the modification or suspension of normal facility business activities in support of an emergency shelter site.
- E. FACILITY agrees to allow YCHHSD to use the emergency shelter site for the duration of the emergency and/or disaster. Continued use of the FACILITY beyond that time period will be based on mutual agreement of both parties.

3.2 YCHHSD agrees to do the following:

- A. Provide a point of contact person to answer questions that FACILITY may have about these arrangements.
- B. Ensure that FACILITY resources and associated systems will only be used with facility management authorization and oversight, to include appropriate orientation/training as needed.

- C. Ensure that any supplies (including but not limited to telephone charges, faxes, copy charges, gas, water, electricity) that are used by YCHHSD in support of the emergency shelter site are replaced or the cost of said supplies are reimbursed to FACILITY, contingent upon the receipt by YCHHSD of a request for payment from FACILITY with back-up documentation of actual costs incurred attached.
- D. Ensure that any cleanup that may be needed is performed after any emergency and/or disaster event, where FACILITY is used pursuant to this MOU.
- E. Provide training for personnel who will staff the emergency shelter site.

4. LIABILITY

The Emergency Services Act, Government Code 8550 et seq. and Yuba County Ordinance Code Chapter 4.20 et seq. address immunity from liability for services rendered voluntarily in support of emergency operations during an emergency or disaster declared by the Governor and/or authorized local government officials including the County Board of Supervisors, the Director of Emergency Services, and the Public Health Officer.

5. INDEMNITY

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

6. GENERAL PROVISIONS.

- 6.1** This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to the effective date of such termination.
- 6.2** FACILITY agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program (IIPP).
- A.** The IIPP is a basic written workplace safety program. Title 8 of the California Code of Regulations (T8CCR), Subchapter 7, Section 3203 requires every employer to develop and implement an effective IIPP.
- 6.3** COUNTY agrees to perform the services contemplated by the MOU in compliance with all Federal and State laws and regulations governing such services.
- 6.4** This MOU constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of the effective date of the MOU. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated herein are not binding. Any subsequent modifications must be in writing and signed by both parties.

7. NOTICES.

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

If to COUNTY:

Yuba County Health and Human
Services Department
Attn: Jennifer Vasquez, Director
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

///

///

With a copy to:

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

If to FACILITY:

St. John's Episcopal Church
Ann Raney
Community Services Coordinator
800 D. Street
Marysville, CA 95901

The parties to this MOU hereby agree to any and all provisions as stipulated above. THEREFORE, IN WITNESS WHEREOF, this MOU has been executed as follows:

ST. JOHN'S EPISCOPAL CHURCH

By: 
Ann Raney, Community Services Coordinator


1/6/2017
Date

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: 
Jennifer Vasquez, Director

1/6/2017
Date

APPROVED AS TO FORM:


Angil P. Morris-Jones
County Counsel


The County of Yuba

Office of Clerk of the Board of Supervisors

(10-0117) Appoin... - 1 of 4



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Area 4 Agency on Aging Advisory Council – Representative

Date: January 10, 2017

Recommendation

Appoint Christopher L. Hummel to the Area 4 Agency on Aging Advisory Council as a Representative with a term ending June 30, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This position is a scheduled vacancy. One application has been received from Mr. Christopher L. Hummel and is attached for your review.

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

Fiscal Impact

None

Committee Action

None required.

Attachments

RECEIVED

(10-0117) Appoin... - 2 of 4



The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Area 4 Agency On Aging Advisory Council

APPLICANT NAME:

Christopher L. HummelMAILING ADDRESS -
(Street/P.O. Box, City, Zip):Yuba City, CA 95992PHYSICAL ADDRESS
(Street, City, Zip):Marysville
95901

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER:retiredREASONS YOU WISH TO
SERVE ON THIS BODY:see attached copy

QUALIFICATIONS:

see attached copyLIST PAST AND CURRENT
PUBLIC POSITIONS HELD:see attached copyDO 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.

Christopher L. Hummel
SIGNATURE

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.☐ APPLICANT APPOINTED: _____☐ OTHER: _____

The County of Yuba / Area 4 Agency on Aging Advisory Council

Christopher I. Hummel

Mailing Address since 1984:

[REDACTED]

Yuba City, CA 95992

Physical Address since February 2016:

[REDACTED]

Marysville, CA 95901

Home Phone:

[REDACTED]

Email Address:

[REDACTED]

Occupation/Profession:

I retired in 2010 receiving my Social Security Benefits. I no longer have my Hummel Home Repair Business in Yuba City. After 7 years I discontinued my business at the end of 2015.

Reasons I wish to serve on this body:

As a senior at the age of 68, I can provide leadership on issues to promote citizen involvement in planning; locate and publicize the resources available to ensure maximum independence; review proposals and make funding recommendations for nutrition, transportation, caregiver programs including Alzheimer's programs; coordinate and initiate services and opportunities available for older persons; and inform and suggest ways to promote new opportunities and achieve economic self-sufficiency for the elderly and functionally impaired adults.

Qualifications:

At the request of Amanda Hopper, Sutter County District Attorney had asked me to coordinate a list of organizations / agencies for low- income individuals and families to meet their needs. for families living in surrounding communities in need of assistance. I spent weeks researching data and compiling the resources for all ages that she had asked for.

List Past and Current Public Positions Held:

Amanda Hopper, Sutter County District Attorney; Received Certificates of Completion in May 2015 for 37 On-Line Course Work for Office for Victims of Crime; Completed on November 17th, 2014 with the Yuba City Police Department / Citizen Police Academy - 12 week course of Instruction Designed to give Citizens an Overview of Local Police Policies and Procedures; Yuba-Sutter Food Bank; Linda City Coats for Kids Program; Lion's Club; Knights of Columbus (Catholic Organization); 11 years I volunteered for National Runaway Switchboard (1-800-RUNAWAY)

From: Tai Love <tlove@agencyonaging4.org>
Sent: Thursday, December 08, 2016 2:20 PM
To: Stottlemeyer, Donna
Subject: RE: Application from Christopher L. Hummel

Good Afternoon Donna,

We would welcome Mr. Hummel to the Advisory Council and look forward to receiving written confirmation pertaining to this appointment. Please let me know if you need additional information.

Thank you
Tai

From: Stottlemeyer, Donna [<mailto:dstottlemeyer@CO.YUBA.CA.US>]
Sent: Thursday, December 08, 2016 2:13 PM
To: Tai Love <tlove@agencyonaging4.org>
Subject: Application from Christopher L. Hummel

Tai, we sent over the subject application, does the agency need to make a recommendation for appointment?

Thank you,

Donna Stottlemeyer

Clerk of the Board of Supervisors
Yuba County Government Center
915 8th Street, Suite 109
Marysville, CA 95901
(530) 749-7511

Office Hours 8:00- 5:00 Closed Noon – 1:00 p.m.

The County of Yuba

Office of Clerk of the Board of Supervisors

(11-0117) Appoin... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Sutter Yuba Behavioral Health Advisory Board – Consumer Representative
Date: January 10, 2017

Recommendation

Appoint Touresa Vang to the Sutter Yuba Mental Health Advisory Board as a consumer representative for a term ending June 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. One application for appointment has been received and is attached for your review. Sutter- Yuba Mental Health Advisory Board recommends approval.

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.

Attachments

DS/mp

The County of Yuba

RECEIVED

(11-0117) Appoin... - 2 of 2

DEC 13 2016

Clerk/Board of Supervisors



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

Sutter Yuba Behavioral Health
Consumer Seat Advisory Board.

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

APPLICANT NAME:

Touresa Vang

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

[REDACTED]

Marysville CA, 95901

PHYSICAL ADDRESS
(Street, City, Zip):

Same

TELEPHONE:

HOME:

[REDACTED]

WORK:

N/A

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO

SERVE ON THIS BODY:

Involvement with my community, Gain knowledge, and
experience regarding local politics

QUALIFICATIONS:

Served on Behavioral Health Advisory Board
Currently attending Yuba College

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

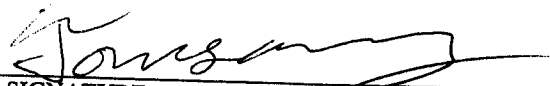
Held no public position

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

12/13/16
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____


☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

(12-0117) Reappo... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Historic Resources Commission
Date: January 10, 2017

Recommendation

Reappoint Lesley C. Clarkson as a District Three Representative to the Historic Resources Commission with term ending January 11, 2021.

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. District appointments run concurrent with the elected official.

Ms. Clarkson has served on this commission since May 2016 and wishes to continue to serve. Supervisor Lofton recommends appointment.

Fiscal Impact

None; participation is voluntary.

Committee Action

Brought directly to the Board for consideration.

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The County of Yuba

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

DECEMBER 6, 2016 - MINUTES



Call to order 6:06 p.m. with Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, and Roger Abe present with Supervisor Randy Fletcher absent.

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

MOTION: Move to approve Consent Agenda

MOVED: John Nicoletti SECOND: Andrew Vasquez

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

A. Board of Supervisors

1. (507-216) Rescind Resolution No. 2010-15, establishing the Yuba County Youth Commission and approving bylaws. Approved.

B. Clerk of the Board of Supervisors

1. (508-1216) Approve minutes of October 25, November 1 and 15, 2016. Approved.
2. (509-1216) Appoint Nick Roberts as a Public Agency Representative on the Child Care Planning Council of Yuba and Sutter Counties with a term ending September 30, 2019. Approved.
3. (510-1216) Approve Board of Supervisors meeting schedule for 2017 and the canceling of certain meetings. Approved.
4. (511-1216) Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors. Approved.

C. Community Development and Services

1. (512-1216) Adopt resolution accepting donation of a modular building from Ampla Health, approve associated expenses and authorize Community Development and Services Director to execute all documents upon review and approval of County Counsel. Adopted Resolution No. 2016-119 which is on file in Yuba County Resolution Book No. 47.

D. County Administrator

1. (513-1216) Adopt resolution approving Yuba County Debt Management Policy. Adopted Resolution No. 2016-120 which is on file in Yuba County Resolution Book No. 47.
2. (514-1216) Approve amendment to the 2008 Agreement Concerning Levee Impact Fees and 2014 Funding Agreement related to Yuba levee Financing Authority Bonds and authorize County Administrator to execute amendment. Approved.

E. Health and Human Services

1. (515-1216) Adopt resolution ratifying all transfers of Environmental Health and Sanitation functions, programs, and services from Health and Human Services to Community Development and Services Agency (CDSA), Environmental Health Department, authorizing CDSA to continue to administer the agreed upon services, and authorizing the Director of Environmental Health to serve as the Director of Environmental Health. Adopted Resolution No. 2016-121, which is on file in Yuba County Resolution Book No. 47.
2. (516-1216) Adopt resolution authorizing amendments to CalWorks Program Work Experience agreement with Work Site Contractors and authorize Director of Health and Human Services Department, or its designee to execute. Adopted Resolution No. 2016-122, which is on file in Yuba County Resolution Book No. 47.

F. Human Resources - Administrative Services

1. (517-1216) Adopt resolutions amending Classification System - Basic Salary/Hourly Schedule, and Department Allocation Schedule as it relates to Administrative Services Department - Finance and Administration Committee recommends approval. Adopted Resolution No. 2016-123 and Resolution No. 2016-124, which are on file in Yuba County Resolution Book No. 47.

G. Human Resources-Assessor

1. (518-1216) Adopt resolutions amending Classification Schedule - Basic Salary/Hourly Schedule, and the Department Allocation Schedule as it relates to Assessor's Office effective November 1, 2016. Finance and Administration Committee recommends approval. Adopted Resolution No. 2016-125 and Resolution No. 2016-226, which are on file in Yuba County Resolution Book No. 47.

IV. PUBLIC COMMUNICATIONS: Mr. Terry Witt - Riverside Church property taxV. COUNTY DEPARTMENTS

A. Administrative Services

1. (519-1216) Approve memorandum of understanding with Local Agency Formation Commission (LAFCO) for space rental in Yuba County Government Center for a period of five years and authorize Chair to execute. (Five minute estimate)

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

2. (520-1216) Adopt resolution to clarify the county funding source for the County Jail Expansion project funded by the Senate Bill 863. (Ten minute estimate)

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

Adopted Resolution No. 2016-127 which is on file in Yuba County Resolution Book No. 47.

B. County Administrator

1. (521-1216) Receive update Sheriff Facility; authorize \$3.5 million to complete tenant improvements; Approve loan and repayment terms with Yuba County Water Agency for an amount not to exceed \$3.5 million and authorize County Administrator to execute loan agreement; Approve budget appropriation of \$37,602.69 from County Capital Outlay fund to the County Debt Service account to cover loan payment due June 1, 2017. (Twenty minute estimate) County Administrator Robert Bendorf recapped improvements, funding, terms of repayment, and responded to inquiries.

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

2. (522-1216) Adopt resolution approving the form and authorize Chair to execute certain lease financing documents in connection with 2011 Solar Lease and provide additional funding for Sheriff Facility. (Twenty minute estimate) County Administrator Robert Bendorf recapped refinancing on existing lease, anticipated savings expected, repayment terms, and responded to inquiries.

Mr. Jeff Small, Capital, recapped schedule for refinance and closing.

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

Adopted Resolution No. 2016-128, which is on file in Yuba County Resolution Book No. 47.

C. Health and Human Services

1. (523-1216) Approve changes to Administrative Costs related to Statewide Minimum Wage Increase for In-Home Supportive Services Workers effective January 1, 2017. (Ten minute estimate) Pulled from consideration.

D. Human Resources

1. (524-1216) Provide direction on revision of County's industrial disability retirement application determination procedures and adopt staff recommendation that Board of Supervisors make ultimate determination. (Ten minute estimate) Director Jill Abel recapped changes in law regarding determinations and responded to inquiries.

MOTION: Move to adopt staff recommendation

MOVED: Andrew Vasquez SECOND: John Nicoletti

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

2. (525-1216) Adopt resolution approving Classification System-Basic Salary/Hourly Schedule effective 11/01/2016; Adopt resolution ratifying Resolutions No's. 2013-73, 2014-53, 2015-61, and 2016-77 in accordance with Government Code 20636 and Title 2 of California Code of Regulation 570.5 as defined by CalPERS. (Ten minute estimate) Director Jill Abel recapped change in format to schedule and responded to inquiries.

MOTION: Move to adopt MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

Adopted Resolution No. 2016-129, which is on file in Yuba County Resolution Book No. 47.

MOTION: Move to adopt MOVED: Mary Jane Griego SECOND: Andrew Vasquez

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

Adopted Resolution No. 2016-130, which is on file in Yuba County Resolution Book No. 47.

3. (526-1216) Approve memorandum of understanding with Deputy Sheriffs Association (DSA) authorize Chair to execute; Adopt resolution amending the Classification System-Basic Salary/Hourly Schedule as it relates to Deputy Sheriffs Association memorandum of understanding effective December 1, 2016. (Ten minute estimate)
Director Jill Abel recapped agreement and responded to inquiries.

County Administrator Robert Bendorf further recapped benefits of agreement.

MOTION: Move to approve memorandum of understanding

MOVED: John Nicoletti SECOND: Andrew Vasquez

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

MOTION: Move to adopt resolution MOVED: Mary Jane Griego SECOND: Andrew Vasquez

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

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

Adopted Resolution No. 2016-131 which is on file in Yuba County Resolution Book No. 47.

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

- A. (527-1216) Three notices from California Fish and Game Commission regarding regulatory actions. Received.

- B. (528-1216) Notice from California Department of Fish and Wildlife regarding proposals for Deer Hunt Schedules for Yuba County for 2017-2018. Received.
- C. (529-1216) Agenda from Central Valley Regional Water Quality Control Board for December 5 - 6, 2016 Received.

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

Supervisor Griego: Memorial Adjournments - Ms. Pat Worth and Mr. Donald VanDoorn

Supervisor Nicoletti:

- o Tour of Hollywood Homeless Camp
- o Youth Projects
- o Met with IHSS workers
- o Memorial Adjournment - Mrs. Marilyn "Babs" Lonon

Supervisor Vasquez:

- o ACWA Conference
- o Beale AFB dedication

Supervisor Abe:

- o CSAC Annual Conference and meeting with each Supervisor-elect
- o Friday Christmas Tree Lighting Lions Club
- o Memorial Adjournment - Mrs. Pauline Burns

County Administrator Robert Bendorf:

- o CSAC Homeless Task Force meeting
- o CSAC Annual Conference
- o Yuba-Sutter Chamber of Commerce meeting regarding Tourism Improvement District

VIII. CLOSED SESSION: The Board retired into closed session at 7:01 p.m. and returned at 7:33 p.m. There was no report.

A. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs Grant

IX. ADJOURN 7:33 p.m. in memory of Mrs. Pauline Burns, Mrs. Marilyn "Babs" Lonon, Ms. Pat Worth, Mr. Donald VanDoorn.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

DECEMBER 13, 2016



I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Abe, Fletcher – Supervisor Griego absent

County Counsel Angil Morris-Jones requested to add to agenda County Departments items C1. Health and Human Services and item D1. Sheriff-Coroner/Probation as the matters arose after the agenda was posted and requires action.

MOTION: Move to add to agenda MOVED: Randy Fletcher SECOND: Andrew Vasquez
AYES: Andrew Vasquez, John Nicoletti, Roger Abe, Randy Fletcher
NOES: None ABSENT: Supervisor Griego ABSTAIN: None

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: Randy Fletcher SECOND: Andrew Vasquez
AYES: Andrew Vasquez, John Nicoletti, Roger Abe, Randy Fletcher
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

1. (549-1216) Authorize revised permanent vehicle assignments pursuant to County Ordinance 2.150.060 and Administrative Policy D-3 Automotive Transportation. Authorized.

B. Agricultural Commissioner

1. (550-1216) Approve amended and restated Joint Powers Agreement between Sutter, Nevada, and Yuba Counties authorizing the purchase and maintenance of a weight truck, and authorize Chair to execute. (Protective Inspection Committee recommended approval) Approved.

C. Clerk of the Board of Supervisors

1. (551-1216) Reappoint Erica O. Jeffrey to the Sutter-Yuba Mosquito & Vector Control District with a term to end December 31, 2020. Approved.

D. Clerk Recorder-Elections

1. (552-1216) Accept Certification of Vote for the November 8, 2016 Presidential General Election. Accepted.

E. Community Development and Services

1. (530-1216) Approve Contract Change Order No. 1 for Bridge Replacement and Realignment of Scales Road over Slate Creek and authorize Public Works Director to execute. Approved.
2. (531-1216) Approve Contract Change Order, accept Ellis Road Rail Road Reconstruction Contract No. 2015-2238 as complete, and authorize Public Works Director to execute and record the Notice of Completion. Approved.

F. Emergency Services

1. (532-1216) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630 due to ongoing drought conditions. Adopted Resolution No. 2016-132, which is on file in Yuba County Resolution Book No. 47.
2. (533-1216) Adopt resolution authorizing Director of Emergency Services or Manager of Emergency Operations to apply for Fiscal Year 2017 Homeland Security Grant in the amount of \$150,565 and authorize and execute documents as required by the application, the resultant grant and/or any pertinent documents related to the program and acceptance grant funds. Adopted Resolution No. 2016-133, which is on file in Yuba County Resolution Book No. 47.
3. (534-1216) Adopt resolution adopting the updated County of Yuba Operational Area Multi-Jurisdictional, Multi-Hazard Mitigation Plan. Adopted Resolution No. 2016-134, which is on file in Yuba County Resolution Book No. 47.
4. (535-1216) Adopt resolution approving grant agreement with Yuba County Water Agency for \$70,000, authorize Director of Emergency Services or designee to execute and accept all documents required upon review and approval of County Counsel; and authorize Budget Adjustment allocating funds to Professional Services. Adopted Resolution No. 2016-135, which is on file in Yuba County Resolution Book No. 47.

G. Health and Human Services

1. (536-1216) Approve Memorandum of Understanding with Sutter Yuba Behavioral Health Services for the Sutter Yuba Homeless Management Information System. (Human Services Committee recommended approval) Approved.
2. (537-1216) Approve and accept Child Safety Equipment Award from California Department of Public Health (CDPH). (Human Services Committee recommended approval) Approved.

IV. SPECIAL PRESENTATION

- A. (538-1216) Present Executive Leadership Academy Completion Certificates (Thirty minute estimate) County Administrator Robert Bendorf and Human Resources Director Jill Abel presented certificates to graduates of the Executive Leadership Academy.

Courtney Abril, County Counsel
 Andrea Armstrong, Administrative Services
 Marcel Bos, Yuba County Water Agency
 Terri Daly, Yuba County Water Agency

Kevin Perkins, Community Development
 Dr. Nichole Quick, Health Services
 Todd Quist, Agricultural Commission
 Dr. Homer Rice, Health Services

Karen Fassler, Human Resources
Rachel Ferris, Clerk of the Board of Supervisors
Chaya Galicia, Health Services
Twila Kardatzke, Child Support Services
Mike Kline, Yuba County Water Agency
Paul LaValley, Information Technology
Chris Moreau, Assessors Office
Joe Oates, Information Technology

Erich Runge, Health Services
Stephen Scheer, Agricultural Commissioner
Briana Schuette, County Administrators Office
Shiloh Sorbello, District Attorney Office
Erika Stedman, County Counsel's Office
Erma Thurman, Health Services
Tim Young, Community Development

- B. (540-1216) Receive presentation regarding Sutter Yuba Prevention and Early Intervention Strategic Plan Framework from John Floe, PEI Prevention Services Coordinator. (Ten minute estimate) Mr. John Flow provided a Power Point presentation on the strategic plan including the following:
- ♦ Mental Health Services video
 - ♦ State campaign on suicide prevention and stigma reduction
 - ♦ Long and short term efforts
 - ♦ School prevention programs and peer mentors

Mr. Floe commended staff for their contributions and responded to Board inquiries.

- V. PUBLIC COMMUNICATIONS: Mr. Don Shrader – potential placement of a violent sexual predator in District 10 area.

VI. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (541-1216) Cast ballot for County Medical Services Program (CMSP) Governing Board Supervisor Representative - Group 2 Counties. (Five minute estimate)

MOTION: Move to nominate Mr. Don Saylor, Yolo County
MOVED: Randy Fletcher SECOND: John Nicoletti
AYES: Andrew Vasquez, John Nicoletti, Randy Fletcher
NOES: Roger Abe ABSENT: Mary Jane Griego ABSTAIN: None

B. Emergency Services

1. (542-1216) Adopt resolution proclaiming the existence of a local emergency in the County of Yuba due to tree mortality per California Government Code §8630. (Five minute estimate) Scott Bryan recapped and responded to Board inquiries.

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

Adopted Resolution No. 2016-136, which is on file in Yuba County Resolution Book No. 47.

C. Health and Human Services

1. (553-1216) Adopt resolution authorizing the Health and Human Services Department to apply for the Childhood Lead Poisoning Prevention Program Grant for Fiscal Years 2017-2020, authorizing the Chair to accept, allocate and transfer the grant funds; authorize the Health and Human Services Director to execute required documents, the grant agreement and other pertinent documents related to the program. (Ten minute estimate) Dr. Homer Rice recapped program grant and responded to Board inquiries.

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

Adopted Resolution No. 2016-137, which is on file in Yuba County Resolution Book No. 47.

D. Sheriff-Coroner/Probation

1. (548-1216) Approve Request for Proposal for contract medical and mental health services for the Yuba County Jail and Tri-County Juvenile Rehabilitation facility. (Five minute estimate) Sheriff Durfor provided a brief recap and responded to Board inquiries.

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

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

- A. (543-1216) Letter from Sacramento Metro Chamber regarding The Best of California's Capital Region. Received.
- B. (544-1216) Letter from Edward Brown regarding establishing a new Yuba County Fish and Game Commission. Received. The following individuals spoke:
 - ♦ Mr. Robert Rochin
 - ♦ Mr. Dale Whitmore
 - ♦ Mr. Ed Brown
- C. (545-1216) Letter from Sacramento Area Council of Governments enclosing a copy of the 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy. Received.

VIII. 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 Nicoletti:

- ♦ Supports letter protesting the placement of a violent sexual predator in Yuba County
- ♦ Executive Leadership participants

Supervisor Abe: Memorial Adjournment - Ms. Mieke Abe

County Administrator: Letter opposing placement of a violent sexual predator would be prepared

IX. CLOSED SESSION

A. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs Grant Postponed to December 20, 2016.

X. ADJOURN: 11:21 a.m. in honor of Ms. Mieko Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

DECEMBER 20, 2016 - MINUTES



Call to order at 9:34 a.m. with Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher present.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.

County Counsel Angil Morris-Jones requested the adding to County Departments, Board of Supervisors adoption of a joint resolution opposing placement of Eldridge Chaney Jr. in the County of Yuba.

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

- 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: Randy Fletcher SECOND: Mary Jane Griego
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

A. Community Development and Services

1. (564-1216) Adopt resolution vacating northern portion of Fir Road, reconveying the vacated portion to property owner Mark and Anne McEwen, and authorize Chair to execute Quit Claim Deed. Mr. William Appleby opposed vacating.

Director Mike Lee responded to Board inquiries.

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

Adopted Resolution No. 2016-138, which is on file in Yuba County Resolution Book No. 47.

2. (554-1216) Approve Amendment No. 4 to agreement with Parsons Brinckerhoff for professional services for North Beale Road complete streets design and authorize Chair to execute. Approved.

B. Health and Human Services

1. (555-1216) Adopt resolution authorizing acceptance of Community Services Commission grant in the amount of \$7,539. (Human Services Committee recommended approval.) Adopted Resolution No. 2016-139, which is on file in Yuba County Resolution Book No. 47.
2. (556-1216) Approve agreement with JUMP Technology Services, LLC for the Aging and Adult Automated Client Tracking System (AACTS) for a term of July 1, 2016 through June 30, 2019 and authorize Chair to execute any and all amendments thereto. Approved.

C. Human Resources

1. (557-1216) Adopt resolution amending Extra Help Classification System Hourly Schedule, effective January 1, 2017 changing hourly for classifications affected by minimum wage increase. Adopted Resolution No. 2016-140, which is on file in Yuba County Resolution Book No. 47.
2. (558-1216) Approve contract with Occu-Med for Job Analysis and QA2 Pre-Employment Medical Services from January 1, 2017 through June 30, 2019, and authorize Chair to execute. Approved.

D. Library

1. (559-1216) Adopt resolution establishing Donations in Lieu of Fines program for the library. (Human Services Committee recommends approval.) Adopted Resolution No. 2016-141, which is on file in Yuba County Resolution Book No. 47.

IV. PUBLIC COMMUNICATIONS

Ms. Karen Liggett - Commended Supervisors Nicoletti, Griego and Abe for their service

Ms. Glenda Nelson, Enterprise Rancheria Tribal Council Chairperson - Presented Supervisors Nicoletti and Griego proclamations recognizing their service

Assemblyman James Gallagher - recognized Supervisors Nicoletti, Griego, and Abe for their service

Ms. Laura Nicholson on behalf Senator Jim Neilson - commended Supervisors Nicoletti, Griego, and Abe for their service

Assemblyman Gallagher - on line petition to oppose placement of sexual predator

V. SPECIAL PRESENTATION

- A. (539-1216) Present proclamation honoring Kevin DeHoff and the 50th Anniversary of The Country Florist. (Five minute estimate) Postponed.
- B. (560-1216) Present proclamations recognizing Supervisors Nicoletti, Griego, and Abe for their years of service. (No background material. Fifteen minute estimate) Vice Chairman Randy Fletcher read and presented proclamations to Supervisors Nicoletti, Griego, and Abe.

Supervisor Vasquez commended members for their service.

Supervisor Nicoletti recapped major objectives set at the time of initially taking office and met, commended staff and community for the opportunity to serve.

1. (555-1216) Adopt resolution authorizing acceptance of Community Services Commission grant in the amount of \$7,539. (Human Services Committee recommended approval.) Adopted Resolution No. 2016-139, which is on file in Yuba County Resolution Book No. 47.
2. (556-1216) Approve agreement with JUMP Technology Services, LLC for the Aging and Adult Automated Client Tracking System (AACTS) for a term of July 1, 2016 through June 30, 2019 and authorize Chair to execute any and all amendments thereto. Approved.

C. Human Resources

1. (557-1216) Adopt resolution amending Extra Help Classification System Hourly Schedule, effective January 1, 2017 changing hourly for classifications affected by minimum wage increase. Adopted Resolution No. 2016-140, which is on file in Yuba County Resolution Book No. 47.
2. (558-1216) Approve contract with Occu-Med for Job Analysis and QA2 Pre-Employment Medical Services from January 1, 2017 through June 30, 2019, and authorize Chair to execute. Approved.

D. Library

1. (559-1216) Adopt resolution establishing Donations in Lieu of Fines program for the library. (Human Services Committee recommends approval.) Adopted Resolution No. 2016-141, which is on file in Yuba County Resolution Book No. 47.

IV. PUBLIC COMMUNICATIONS:

Ms. Karen Liggett - Commended Supervisors Nicoletti, Griego and Abe for their service

Ms. Glenda Nelson, Enterprise Rancheria Tribal Council Chairperson - Presented Supervisors Nicoletti and Griego proclamations recognizing their service

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Ms. Laura Nicholson on behalf Senator Jim Neilson - commended Supervisors Nicoletti, Griego, and Abe for their service

Assemblyman Gallagher - on line petition to oppose placement of sexual predator

V. SPECIAL PRESENTATION

- A. (539-1216) Present proclamation honoring Kevin DeHoff and the 50th Anniversary of The Country Florist. (Five minute estimate) Postponed.
- B. (560-1216) Present proclamations recognizing Supervisors Nicoletti, Griego, and Abe for their years of service. (No background material. Fifteen minute estimate) Vice Chairman Randy Fletcher read and presented proclamations to Supervisors Nicoletti, Griego, and Abe.

Supervisor Vasquez commended members for their service.

Supervisor Nicoletti recapped major objectives set at the time of initially taking office and met, commended staff and community for the opportunity to serve.

Supervisor Vasquez:

- Opening of Amazon at Sacramento Airport
- Water legacy of Yuba County

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Duane Stueve
- Ron Sullivan of Sullivan's Saddlery

Supervisor Fletcher: Memorial Adjournment - Ms. Heidi Young

Supervisor Abe:

- YWCA lunch at Colgate
- LAFCO and RCRC meetings
- Holiday Brunch for Management team December 16
- Reach across America Wheatland Cemetery for Veterans provided by 4Hclub
- Memorial Adjournment - Ms. Heidi Young

County Administrator Robert Bendorf and County Counsel Angil Morris-Jones: Commended Supervisors Abe, Griego, and Nicoletti for their service

- X. CLOSED SESSION: The Board retired into closed session at 10:47 a.m. and returned at 11:25 a.m. with all present.
- A. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs. Grant Pulled from agenda.
- B. Potential litigation pursuant to Government Code 54956.9(d)(2) - One Case No report.
- XI. ADJOURN: 11:25 a.m. in memory of Ms. Heidi Young and Mr. Duane Stueve.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5436 • Fax – (530) 749-5434
915 8th Street, Suite 125
Marysville, California 95901
www.co.yuba.ca.us



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January 10, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Michael G. Lee".

SUBJ: Approval of Contract Change Orders and Accept Goldfields Parkway Extension Project from North End of Existing Goldfields Parkway to North Beale Road (Contract No. 2016-8084) as Complete; Authorize the Public Works Director to Sign Contract Change Orders, and Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the Contract Change Orders (CCO's) and accept the subject project as complete, and authorize the Public Works Director to sign the change orders for payment, and sign and record the Notice of Completion.

BACKGROUND:

Dewitt Brothers and Company, Inc. was awarded the contract for Goldfields Parkway Extension Project (Contract No. 2016-8084) on June 28, 2016. This project consisted of placing and/or replacing drain culverts and storm drains, new pavement, and the placement of pavement striping along Goldfields Parkway from the north end of existing Goldfields Parkway to North Beale Road. Change order work was required to complete this project. The change order work is itemized below and totals \$168,544. The total construction cost for the project was \$1,102,500.

DISCUSSION:

Field Orders were given to the Contractor to perform necessary additional work as described below to complete the project:

Change Order No. 1:

Item No. 1: Remove and Dispose of Trees	\$ 9,480.00
Item No. 2: Delete 24-Inch pipe and add 36-Inch pipe	\$ 84,299.60
Item No. 3: Delete 97 LF of 18-Inch pipe and add 120 LF of 18-Inch pipe	\$ 7,320.00
Item No. 4: Delete 48-Inch Manholes and add 60-Inch Manholes	\$ 19,550.00
Item No. 5: Remove and dispose 41 LF of 24-Inch pipe	\$ 1,179.16
Item No. 6: Purchase 360 LF of 24-HDPE pipe	\$ 6,444.00

Item No. 7: Install 36-Inch Field Inlet
 Item No. 8: Sawcut and dispose of concrete
 Item No. 9: Install 60 LF of 12-Inch HDPE pipe
 Item No. 10: Remove spoils along Linda Ave

\$ 3,850.00

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\$ 16,812.50

Sub Total: \$158,448.26

Change Order No. 2:

Item No. 11: Install 12-Inch HDPE pipe from DI to Ditch
 Item No. 12: Remove and dispose of 2 pipes from Butler Basin

\$ 6,573.77

\$ 2,289.79

Sub Total: \$8,863.56

Change Order No. 3:

Item No. 13: Provide 2 – 12 foot chain link gates

\$ 1,232.00

Sub Total: \$1,232.00

TOTAL: \$ 168,543.82

The Contractor has completed the work. Once the Board accepts the project as complete, the Public Works Director will sign the change orders for payment, and file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is a budgeted item.

FISCAL IMPACT:

The project was funded roughly according to the following breakdown:

Developer Funding (Trust 395)	\$376,883
Developer Funding (Trust 396)	\$23,670
East Linda Road & Landscape Impact Fees (Trust 192)	\$486,539
Yuba Community College District	<u>\$215,408</u>
	\$1,102,500

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



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January 10, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Amendment #3 to Professional Services Agreement with Mark Thomas & Company – New York House Road over Dry Creek Bridge Replacement Project (Bridge #16C0023)

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 3 to the Professional Services Agreement for Civil Engineering Design of the New York House Road over Dry Creek Bridge Replacement Project and to authorize the chair to execute the amendment.

BACKGROUND:

The New York House Road Bridge over Dry Creek is located approximately 0.25 miles east of the intersection of Frenchtown Road and New York House Road in the northeast portion of the County. The existing bridge is considered Structurally Deficient and we are currently working through the process to replace it with a new concrete structure.

On January 15, 2013, the Board of Supervisors executed the original agreement with Mark Thomas & Company. The work done under the agreement includes civil engineering design, environmental, surveying, geotechnical engineering, and hydraulics analysis.

On January 14, 2014, Amendment No. 1 was approved by the Board of Supervisors to add additional work to the scope of work for the project.

On December 3, 2015, Amendment No. 2 was approved by the Board of Supervisors to extend the time of the Agreement to November 19, 2016.

DISCUSSION:

This amendment extends the agreement terms for an additional three years. With extending the agreement time, the Consultant will be able to assist the County in answering contractor questions during the bidding process and during construction.

The Consultant has completed the design of the bridge replacement. The Public Works Department is awaiting authorization from Caltrans to bid the project for construction.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this project is a budgeted item.

FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP) and no local funding match is required.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

AMENDMENT # 3

This is the THIRD amendment to the agreement, dated January 15, 2013, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Mark Thomas & Company (CONSULTANT).

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

(1) OPERATIVE PROVISIONS, Item 2. TERM is changed to read:

Commencement Date: November 19, 2012

Termination Date: November 19, 2019

The term of this Agreement shall become effective on November 19, 2012, and shall continue in force and effect for a period of SEVEN (7) years, unless sooner terminated in accordance with the terms of this Agreement.

All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment #3 to the Agreement on

_____.

"COUNTY"
County of Yuba

"CONSULTANT"
Mark Thomas & Company

Chair of the Board of Supervisors

R.M. Brown

Matt Brogan, Principal/Vice President

INSURANCE PROVISIONS APPROVED

Bill Abel,
Risk Manager

APPROVED AS TO FORM

Angil Morris-Jones
County Counsel



CERTIFICATE OF LIABILITY INSURANCE

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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 have ADDITIONAL INSURED provisions or 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 Asero Insurance Services
200 N. Almaden Blvd. 3rd Floor
San Jose, CA 95110

www.aseroins.com

License No. 0A91339

INSURED
Mark Thomas & Company, Inc.
2290 North First Street, Suite 304
San Jose CA 95131

CONTACT NAME: Asero Insurance Services

PHONE (A/C, No, Ext): 866-966-8928

FAX (A/C, No): 408-271-1802

E-MAIL ADDRESS: certs@aseroins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B: Travelers Indemnity Company of CT

25682

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 31788532

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	ADD'L SUBR INSD 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	680-2H548914	9/15/2016	9/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 500 Comp Ded. <input checked="" type="checkbox"/> 1,000 Coll Ded.		BA-6H189707	9/15/2016	9/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>	CUP009E095562	9/15/2016	9/15/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	XJUB4342T25016	9/15/2016	9/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

SA-12134, New York House Road over Dry Creek Bridge Repl Project, Bridge No. 16C0029
County of Yuba, its officers, employees and volunteers

NOTE: 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN EXCEPT 10 DAYS FOR NON-PAYMENT.

CERTIFICATE HOLDER

SA-12134

County of Yuba
Department of Public Works
915 8th Street, Suite 125
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

Joe Longwello

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AGENCY CUSTOMER ID: MARKT-1

LOC #: _____

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**ADDITIONAL REMARKS SCHEDULE**

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AGENCY Asero Insurance Services		NAMED INSURED Mark Thomas & Company, Inc. 2290 North First Street, Suite 304 San Jose CA 95131
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** County of Yuba Department of Public Works**ADDRESS:** 915 8th Street, Suite 125 Marysville CA 95901

General Liability Additional Insured / Waiver of Subrogation / Primary & Non-Contributory
as required by written contract per form CG D3 81 09 07
Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by
written contract per form CA T3 53 03 10
Workers' Compensation Waiver of Subrogation as required by written contract per form WC 00
03 13 (00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED
(Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part but only with respect to liability for "bodily injury", "property damage", or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard"

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage", or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided for such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits showing in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or

organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition as added to

DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract

or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2), of SECTION II – LIABILITY COVERAGE:**
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4), of SECTION II – LIABILITY COVERAGE:**
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.**

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: **XJUB4342T25016**
INSURED: Mark Thomas & Company, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

**ANY PERSON OR ORGANIZATION FOR WHICH
THE INSURED HAS AGREED BY WRITTEN
CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER**

DESIGNATED ORGANIZATION:

DATE OF ISSUE: 09-15 -16

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

(02-0117) Approv... - 14 of 18

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 Dealey, Renton & Associates DRA License 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: dchambers@dealeyrenton.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Mark Thomas & Company, Inc. 2290 N. First Street San Jose CA 95131	MARKTHOMA

COVERAGES

CERTIFICATE NUMBER: 211974528

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9806472	7/1/2016	7/1/2017	\$1,000,000 \$1,000,000 Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: MTCO's Project SA-12134. New York House Road over Dry Creek Bridge Repl Project, Bridge No. 16C0029.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

County of Yuba, Dept. of Public Works =915 8th Street, Suite 125 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
--	---

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COUNTY OF YUBA

Mark Thomas & Company – New York House Road over Dry Creek Bridge Replacement
Project, Bridge No. 16C0029

ATTACHMENT E**INSURANCE PROVISIONS**

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

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

- 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. CONSULTANT 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. |

5. Errors & Omissions Liability: **\$1,000,000** Per occurrence.

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

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

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

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

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

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

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

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

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

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

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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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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


PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

January 10, 2017

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Subject: Appointment Extension of Interim Environmental Health Director

RECOMMENDATION:

That the Board of Supervisors approve extension of interim appointment of Clark Pickell as the Environmental Health Director for up to an additional six months effective January 1, 2017.

BACKGROUND/DISCUSSION:

With the pending retirement of Tej Mann, it was necessary for continuity of County functions to temporarily appoint an interim Environmental Health Director. The County Administrator appointed Clark Pickell Interim Environmental Health Director effective October 1, 2016. The County plans to conduct a recruitment and permanently fill the position prior to June 30, 2017.

Under the provisions of Merit Resolution 2012-21, the appointing authority (County Administrator) may temporarily transfer a regular employee to a regularly authorized position having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of 90 days unless a longer period is authorized by the Board, which is why the matter is being presented for Board consideration.

COMMITTEE ACTION:

Bypassed due to time sensitivity of the extension.

FISCAL IMPACT:

This extension will not have a fiscal impact to the general fund and will be accommodated within the existing Environmental Health FY 16-17 budget.

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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



(04-0117) Approv... - 1 of 4

CODE ENFORCEMENT
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749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

January 10, 2016

TO: Board of Supervisors

FROM: Michael Lee, Director of Public Works

SUBJ: Approve Modification No. 1 to the Road Project Agreement for construction of a bridge on Oregon Hill Road with the USDA, Forest Service Plumas National Forest and authorize chairman to sign

RECOMMENDATION:

Approve Modification No. 1 to the Road Project Agreement for construction of a bridge on Oregon Hill Road with the USDA, Forest Service Plumas National Forest and authorize chairman to sign.

BACKGROUND:

There are several County maintained roads in Yuba County that also act as Forest Service roads. Historically, the County has worked collaboratively with the USDA Forest Service to maintain these roads. The County recently entered into a Cooperative Forest Road Agreement with the Plumas National Forest Service to set forth the general terms and conditions for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Yuba County. That agreement has a term of 5 years and is updated periodically. It authorizes the Forest Service to spend money on the identified roads.

The Plumas National Forest Service is proposing to replace a culvert crossing on Oregon Hill Road with a new bridge. The original Road Project Agreement, approved by your Board in June 2016, specified the terms of the culvert replacement project and authorized the use of Federal funds for the work.

DISCUSSION:

Because of funding limitations in last fiscal year, the Forest Service only programmed a portion of the money needed to construct the bridge. This Modification increases the Forest Service funding contribution by \$360,000 to cover the estimated remaining construction cost of the bridge. The full cost of the project will be funded with Federal money, except \$50,000 in staff time the County is contributing toward the effort.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the routine nature of the agreement.

FISCAL IMPACT:

The attached Modification No. 1 increases the funding contribution from the USDA, Plumas National Forest Service by \$360,000 for construction of the bridge. Pursuant to the original agreement, the County has proposed \$50,000 in staff time for work toward the design of the project.

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USDA Forest Service

OMB 0596-0217
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE	OF PAGES
1	1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
16-RO-11051100-0342. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0014. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):
Tahoe National Forest 631 Coyote Street, Nevada City,
CA 959595. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Feather River Ranger District 875 Mitchell Ave.,
Oroville, CA 959656. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):
County of Yuba, 915 8th Street 125, Marysville, CA
959017. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement
referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD:



CHANGE IN FUNDING: Obligation + \$360,000



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification includes \$360,000 additional funds for construction of AOP at Little Oregon Creek under agreement with County of
Yuba.**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other:

11. SIGNATURESAUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. COUNTY OF YUBA SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print):

11.F. NAME (type or print):

DANIEL A. LOVATO

11.G. TITLE (type or print): Chairman,
Yuba County Board of Supervisors11.H. TITLE (type or print): Forest Supervisor
US Forest Service, Plumas National Forest**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

LOUISE M. EWEN

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED

11/30/2016



USDA Forest Service

OMB 0596-0217
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE 1 OF PAGES 1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
16-RO-11051100-0342. RECIPIENT/COOPERATOR GRANT or
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GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):
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4, county):
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referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD:



CHANGE IN FUNDING: Obligation + \$360,000



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification includes \$360,000 additional funds for construction of AOP at Little Oregon Creek under agreement with County of
Yuba.**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other:

11. SIGNATURESAUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. COUNTY OF YUBA SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print):

11.F. NAME (type or print):

DANIEL A. LOVATO

11.G. TITLE (type or print): Chairman,
Yuba County Board of Supervisors11.H. TITLE (type or print): Forest Supervisor
US Forest Service, Plumas National Forest**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED

LOUISE M. EWEN

U.S. Forest Service Grants & Agreements Specialist

11/30/2016

The County of Yuba

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



(09-0117) Approv... - 1 of 24

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Health & Human Services Department

DATE: January 10, 2017

SUBJECT: Authorize the Chair to Execute the Agreement with Sutter County and
Thurmond Consulting and any Amendments thereto

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Chair of the Board of Supervisors to enter into and execute the Professional Services Agreement between Yuba County, on behalf of its Health and Human Services Department (YCHHSD), the County of Sutter, on behalf of its Health & Human Services Department, and Thurmond Consulting, LLC, for the provision of consulting services and further, to authorize the Chair to execute any amendments to the Agreement, upon approval of county counsel.

BACKGROUND: Thurmond Consulting, LLC, is the consultant for the local Continuum of Care for Yuba and Sutter County and provides consulting services related to homeless issues. Thurmond Consulting will work with the Health & Human Services Departments of Yuba and Sutter Counties to discover alternatives to alleviating the regional homeless issues.

DISCUSSION: YCHHSD entered into agreement with Thurmond Consulting in January 2016. This agreement will supersede the current agreement which was due to expire on December 31, 2016, and will include Sutter County.

COMMITTEE: The Human Services Committee was by-passed as there is no impact to any other department.

FISCAL IMPACT: Approval of this MOU will not impact County General Funds.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for 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 ("COUNTY"), the County of Sutter, a political subdivision of the state of California ("COUNTIES"), and Thurmond Consulting, LLC, ("CONTRACTOR") for the provision of consulting services.

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-4.

2. TERM.

Commencement Date: September 1, 2016

Termination Date: August 31, 2017

The term of this Agreement shall become effective on September 1, 2016, and shall continue in force and effect for a period of one (1) year unless sooner terminated in accordance with the terms of this 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 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 COUNTIES 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 COUNTIES 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.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment

Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Invoice Format (Yuba County)
Attachment G – Invoice Format (Sutter County)
Attachment H - Vendor Assurance of Compliance

9. **TERMINATION.** COUNTIES 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 October 11, 2014, 2016.

"COUNTY"
COUNTY OF YUBA

Chair
Yuba County Board of Supervisors

"CONTRACTOR"

Scott Thurmond,
Thurmond Consulting, LLC
Tax ID# 45-2131881

INSURANCE PROVISIONS APPROVED

Jill Abernethy
Human Resources Director and
Risk Manager

APPROVED AS TO FORM:

Courtney C. Allen
Angil P. Morris-Jones
Yuba County Counsel

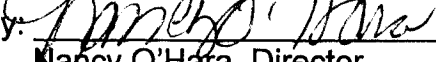
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health & Human Services
Department

"COUNTY"
COUNTY OF SUTTER

By: 
Nancy O'Hara, Director
Sutter County Health and Human Services Department


Date: 10-11-16

SUTTER COUNTY BOARD OF SUPERVISORS

By: 
Larry Munger, Chairman

Date: 10/11/16

APPROVED AS TO FORM
Jean Jordan
Sutter County Counsel

By: 

ATTEST: DONNA M. JOHNSTON

SUTTER COUNTY CLERK OF THE BOARD





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, but are not limited to:

- A.1.1** Developing short and long term strategies to address homelessness in Yuba County and Sutter County.
- A.1.2** Coordinating with COUNTYS' staff, community based organizations and members of the community to develop and maintain effective partnerships focused on addressing homeless issues. This includes serving as the point of contact for non-profit and faith based organizations.
- A.1.3** Collaborating with COUNTYS' staff and community stakeholders to develop a strategic plan and guiding principles to address homeless issues.
- A.1.4** Presenting updates for the respective COUNTIES as follows:
 - A.1.4.1** Yuba County: Provide quarterly updates to designated county staff which includes but is not limited to the County Administrator, Director of Health and Human Services and the Director of Community Development.
 - A.1.4.2** Sutter County: Provide updates as needed to designated county staff which includes but is not limited to the County Administrator, Director of Health and Human Services, and the Board of Supervisors.
- A.1.5** Quantifying and remaining knowledgeable about COUNTYS' resources, needs and demographics related to the homeless.
- A.1.6** Making recommendations to COUNTIES regarding actions to improve the community as it relates to homelessness.
- A.1.7** Providing updates to the Board of Supervisors, as requested, on efforts to address homelessness.
- A.1.8** Update work list on a monthly basis.

///

A.2. TIME SERVICES RENDERED.

Specific dates to be mutually agreed upon by the COUNTIES and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTIES.

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

///

///

///

ATTACHMENT B

PAYMENT

COUNTIES shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. Each COUNTY shall pay CONTRACTOR as follows:

B.1.1 YUBA COUNTY shall pay CONTRACTOR a flat rate of Two Thousand Eight Hundred Dollars (\$2,800) per month. In no event shall total compensation paid to CONTRACTOR under this Provision B.1.1 exceed Thirty-Three Thousand Six Hundred Dollars (\$33,600.00) for the term of this Agreement without a formal written amendment to this Agreement approved by YUBA COUNTY and CONTRACTOR.

B.1.2 SUTTER COUNTY shall pay CONTRACTOR a flat rate of Three Thousand Four Hundred Dollars (\$3,400) per month. In no event shall total compensation paid to CONTRACTOR under this Provision B.1.2 exceed Forty Thousand Eight Hundred Dollars (\$40,800.00) for the term of this Agreement without a formal written amendment to this Agreement approved by SUTTER COUNTY and CONTRACTOR.

B.2 FISCAL PROVISIONS. CONTRACTOR shall submit requests for payment to the respective COUNTY in a format consistent with that as shown in Attachment F (Yuba County) and Attachment G (Sutter County) after completion of services or no later than the tenth (10th) day of the month following provision of services. The respective COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR.

B.3 TRAVEL COSTS. COUNTIES 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 respective COUNTY representative (Operative Provision 7) and then the respective COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTIES. Payment for additional services shall be made to CONTRACTOR by COUNTIES if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

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ATTACHMENT C

ADDITIONAL PROVISIONS

- C.1 FUNDING.** CONTRACTOR and COUNTIES agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTIES for the purposes of this Agreement are not made available to COUNTIES. If this provision is invoked, COUNTIES shall be liable for work already completed by CONTRACTOR at contracted rates.
- C.2 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.
- C.3 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.4 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- C.5 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.6 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 respective COUNTY's Auditor and/or to any duly authorized fiscal agent of the respective 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.7 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the respective COUNTY or its authorized representatives. Payment shall be made after inspection and approval by the respective COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the respective 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 respective COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the respective COUNTY will be claimed against CONTRACTOR.
- C.8 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTIES. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.
- C.9 INTELLECTUAL PROPERTY.** COUNTIES shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.
- C. 10 DEBARMENT.** COUNTIES have verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTYS reserve the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

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

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTIES. It is understood by CONTRACTOR and COUNTIES that this Agreement is by and between three 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 COUNTIES 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 COUNTIES except as to the final result contracted for under this Agreement. COUNTIES 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 are provided to COUNTIES 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 COUNTIES harmless from any and all claims that may be made against COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.
- D.5 CONTRACTOR NOT AGENT.** Except as COUNTIES may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTIES in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTYS 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 COUNTIES, in their 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 COUNTIES 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 COUNTIES 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 COUNTIES with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTIES. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the respective 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 respective 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** COUNTIES shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.
 - D.11.3** COUNTIES 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 COUNTIES as work accomplished to date; provided,

however, COUNTIES 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 COUNTYS such financial information as in the judgment of the COUNTIES 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 COUNTIES shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTIES may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTIES, 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 COUNTIES.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTIES 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 COUNTIES, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTIES on completion of the services hereunder. The COUNTIES agree 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 neutral 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 COUNTIES employees whose position in COUNTY enables such employees to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employees, 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 respective COUNTY's 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 respective 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 Conflict of Interest Code of either COUNTY.

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 YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Ste. 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to SCHHSD:

Nancy O'Hara, Director
Sutter County Health and Human
Services Department
1445 Veterans Memorial Circle
Yuba City, CA 95993

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Ste. C
Yuba City, CA 95993

If to "CONTRACTOR"

Thurmond Consulting, LLC
Attn: Scott Thurmond
2121 Natomas Crossing, Suite 200-288
Sacramento, CA 95834

ATTACHMENT E

INSURANCE PROVISIONS

E.1 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 by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTYS require and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. Each COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of

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

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects the respective COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the respective COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the respective COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to the respective COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the respective COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the respective COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the respective COUNTY. The respective COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 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 respective COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTIES with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTIES before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTIES reserve the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTIES reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F
YUBA COUNTY INVOICE FORMAT

Contractor's Name and Address	
Contractor:	Thurmond Consulting, LLC
Contact Name:	Scott Thurmond
Address:	2121 Natomas Crossing, Suite 200-288 Sacramento, CA 95834
Address:	Sacramento, CA 95834
Phone:	916-416-0901
Email:	thurmondconsulting@gmail.com
Program: Regional Housing Support Program (Yuba County)	
Rate per Month - \$2,800.00	Period of Service: _____
INVOICE TOTAL:	
\$2,800.00	

Certification:

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

 Authorized Signer

 Date

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

SUTTER COUNTY INVOICE FORMAT

Contractor's Name and Address	
Contractor:	Thurmond Consulting, LLC
Contact Name:	Scott Thurmond
Address:	2121 Natomas Crossing, Suite 200-288 Sacramento, CA 95834
Address:	Sacramento, CA 95834
Phone:	916-416-0901
Email:	<u>thurmondconsulting@gmail.com</u>
Program: Regional Housing Support Program (Sutter County)	
Rate per Month - \$3,400.00	Period of Service: _____
INVOICE TOTAL: \$3,400.00	

Certification:

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

Authorized Signer

Date

Mail original and back-up documentation to:
Sutter County Health and Human Services Department
Attention: Administration/Finance
1445 Veterans Memorial Circle

Yuba City, CA 95993

ATTACHMENT H
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY
WELFARE DEPARTMENTS

(09-0117) Approv... - 24 of 24

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

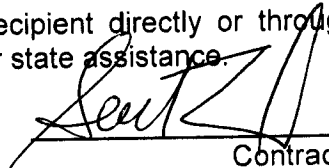
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11/28/16
Date


Contractor's Signature

2121 Natomas Crossing, Ste 200-288,
Sacramento, CA 95834
Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

The County of Yuba

Office of the Board of Supervisors

Donna Stottlemeyer, Clerk of the Board of Supervisors
915 Eighth Street Suite 109
Marysville, CA 95901
(530) 749-7510 Fax: (530) 749-7353

(14-0117) Approv... - 1 of 6



January 10, 2017

TO: Board of Supervisors
FROM: Randy Fletcher, Vice-Chair
SUBJECT: Board Standing Committee Appointments

Recommendation:

Approve Board Standing Committees Appointments for calendar year 2017.

Background and Discussion:

After conferring with Board members, recommended appointments for Board Standing Committees are attached.

Committee Action:

None required.

Fiscal Impact:

None.

Ds:
Attachment



Serving Sutter and Yuba Counties

RECEIVED

DEC 09 2016

Clerk/Board of Supervisors

(14-0117) Approv... - 2 of 6

Yuba City, CA 95991

(530) 634-7659

FAX (530) 634-7660

www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

December 09, 2016

Mr. Robert Bendorf, County Administrator
The County of Yuba
915 – 8th Street
Marysville, CA 95901

RE: Feather River AQMD Board Appointment

Dear Mr. Bendorf;

In accordance with the Feather River Air Quality Management District's Unification Agreement, it is necessary that the Yuba County Board appoint **three** representatives and **one** alternate member to our Board of Directors for the coming year as this year Yuba County has the majority of the Board. In addition, the Yuba County Board will need to approve any new representatives that are to be appointed by the Sutter County Board and this must be accomplished prior to our first meeting.

The first meeting of the FRAQMD Board of Directors has been re-scheduled for February 27, 2017. Please note the FRAQMD Board schedule is the first Monday of every other month beginning with February. If the Monday falls on a holiday, the meeting will be held the following Wednesday.

If you have not already done so, please ensure that your Board appoints the needed representatives. Notification will be made as soon as the Sutter County Board makes its appointment.

If you have any questions, please contact LuAnn McKenzie, Administrative Services Officer at (530) 634-7659 extension 204.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Brown", written over a horizontal line.

Christopher D. Brown, AICP
Air Pollution Control Officer

cc: Donna Stottlemeyer, Clerk of the Board


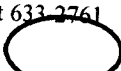
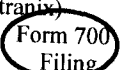









Admin/board/appointment

<p><u>AGENDA SETTING</u></p> <p>Rep: Chair</p> <p>Alt: <i>Vice Chair</i></p> <p>Chair and Vice-chair as Alternate. Meets weekly on Tuesday. Time varies</p> <p>○</p>	<p><u>AREA 4 AGENCY ON AGING-GOVERNING</u></p> <p>Rep: Mike Leahy</p> <p>Alt: <i>Doug Lofton</i></p> <p>Meets 2nd Friday of each month at 10 a.m. at different locations within seven counties. Phone: (916) 486-1876 (Tai) 1 Rep/1 Alt</p> <p>Form 700 Filing ○</p>	<p><u>Y-S ARTS COUNCIL Board of Directors</u></p> <p>Rep: Mike Leahy</p> <p>Alt: <i>Gary Bradford</i></p> <p>Meets last Monday of each month, except in Dec., at 6:30 p.m. at 624 "E" Street, Marysville. Telephone: 742-2787 1 Rep/1 Alt</p> <p>○</p>
<p><u>BEALE ENHANCEMENT TEAM</u></p> <p>Rep: Gary Bradford</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Doug Lofton</i></p> <p>Meets 1st Tuesday of every other month beginning April at noon. Exec. Comm. meets 3rd Friday of every other month beginning in Jan. at 10 a.m. includes Executive Comm. meeting. Brenda Stranix Contact 751-8555. Also includes Beale Military Liaison Committee (Janice Nall) and Association of Defense BealeAFB: 634-8890</p> <p>○</p>	<p><u>BI-CO. SOLID WASTE IND. HRG.</u></p> <p>Rep: Doug Lofton</p> <p>Meets as needed. Only 1 Rep. Contact Environmental Health, 749-5450 1 Rep</p> <p>○</p>	<p><u>BI-COUNTY TRANSPORTATION</u></p> <p>Rep: Randy Fletcher</p> <p>Alt: <i>Andy Vasquez</i></p> <p>Inactive - Contact: Mike Lee, 749-5420 1 Rep/1Alt</p> <p>○</p>
<p><u>CA STATE ASSN. of COUNTIES</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Randy Fletcher</i></p> <p>Meets 1/18, 2/16, 5/18 and 9/7, at 10 a.m. in Sac. 11/27-30 - 12/1 Annual Conference in Sacramento. Rep/Alt appointed in October. Telephone: (916) 327-7500 (Sue/Agenda) 1 Rep/1 Alt</p> <p>○</p>	<p><u>CHAMBER of COMMERCE</u></p> <p>Rep: Gary Bradford</p> <p>Alt: <i>Mike Leahy</i></p> <p>Govt. Affairs Committee - Meets 1st Tuesday at 7:30 a.m. of each month at Sutter Medical Foundation Board room; 969 Plumas St. Yuba City. Telephone: Rikki Shaffer 743-6501 1 Rep/1 Alt</p> <p>○</p>	<p><u>CMSP/Co. Medical Services Program</u></p> <p>Group 2 Region/Elected Mark Lovelace/Humboldt <i>Term Ends 12/31/2016</i></p> <p>Yuba is a member County. Representatives are elected by the 34 member county. Meets 4th Thurs of each month except Nov and Dec at 1451 River Park Drive, Suite 213 Sacramento, CA 95815 (916) 649-2631 (Lee Kemper Exec. Dir.) Mark - 707-476-2393</p> <p>Form 700 Filing ○</p>
<p><u>EMERGENCY MEDICAL CARE</u></p> <p>Rep: Gary Bradford</p> <p>Alt: <i>Andy Vasquez</i></p> <p>Meets 3rd Wednesday at 8:30 a.m. of each month at 1700 Poole Blvd., Yuba City. Telephone: 674-2780 (Ron Welch) 1 Rep/1 Alt</p> <p>Form 700 Filing ○</p>	<p><u>FEATHER RIVER AIR QUALITY MGMT</u></p> <p>Rep: Randy Fletcher/Andy Vasquez</p> <p>Rep: Gary Bradford</p> <p>Alt: <i>Mike Leahy</i></p> <p>Meets 1st Monday at 4 p.m. every other month beginning February 1, at Government Center Conference Room 1. Stipend of \$100 per meeting including committee meetings. 2 Rep/1Alt for 2012 Telephone: 634-7659 ext. 204 (Lu Ann) ext. 203 Chris Brown</p> <p>Form 700 Filing ○</p>	<p><u>FINANCE & ADMINISTRATION</u></p> <p>Rep: Randy Fletcher</p> <p>Rep: Andy Vasquez</p> <p>Alt: <i>Mike Leahy</i></p> <p>Auditor/Controller, Assessor, CAO, Clerk of the Board, Clerk/Recorder, Counsel, Human Resources, Treasurer/Tax Collector,</p> <p>○</p>

<p>FIRST 5 YUBA COMMISSION Rep: Gary Bradford Alt: Mike Leahy</p> <hr/> <p>Meets on 2-23, 4-27, 6-22, 8-24, 10-26, and 12-14 for 2017 at 3:30 p.m. at One Stop Business Center, 1114 Yuba St. Marysville, Includes Healthy Kids Healthy Future Governing Board Telephone: 749-4877 (Claudia) 1 Rep/1 Alt -</p> <p>Form 700 Filing</p>	<p>GREATER SAC AREA ECONOMIC COUNCIL Rep. CAO or his designee Designee:</p> <hr/> <p>Undetermined Schedule/ Next Meeting 2/2/16 7:30 a.m. at Hyatt Regency</p> <p>Contact Barry Browne, CEO & President 916 441-2144 400 Capital Mall, Suite 2500 Sacramento 916 441-2144</p>	<p>HUMAN SERVICES Rep: Gary Bradford Rep: Mike Leahy Alt: Andy Vasquez</p> <hr/> <p>Health & Human Services, Community Services, Library, Bi-County Mental Health. * Committee member serves on Library Advisory Commission</p>
<p>LAFCO/LOCAL AGENCY FORMATION CO Rep: Doug Lofton Term 2017-21 Rep: Andy Vasquez " 2015-19 Alt: Randy Fletcher Term 2017-2021</p> <hr/> <p>Meets 1st Wednesday at 6 p.m. in the Board Chambers as needed. Terms end 1st Monday in May Telephone: 749-5467 (Paige)</p> <p>Form 700</p>	<p>LAND USE & PUBLIC WORKS Rep: Randy Fletcher Rep: Doug Lofton Alt: Mike Leahy</p> <hr/> <p>Planning, Building Services, Public Works</p>	<p>LAW & JUSTICE Rep: Randy Fletcher Rep: Andy Vasquez Alt: Gary Bradford</p> <hr/> <p>Child Support Services, DA, Probation, Sheriff/Coroner</p>
<p>LINDA LIAISON Rep: Andy Vasquez Alt: Mike Leahy</p> <hr/> <p>Meets 2nd Wednesday at 5 p.m. of even numbered months (Feb., April,...) when needed. Location announced. Telephone: 749-7510 (Donna) 1 Rep/1 Alt</p>	<p>MARYSVILLE CITY/COUNTY LIAISON Rep: Mike Leahy Alt: Doug Lofton</p> <hr/> <p>Meets as needed on 1st Thursday at 4:30 p.m. of each month at Marysville City Hall. Telephone: 749-7510 (Donna) Billie F. 749-3901 (City) 1 Rep/1 Alt</p>	<p>NACO/NATIONAL ASSN. OF COUNTIES Rep: Randy Fletcher Alt: Gary Bradford</p> <hr/> <p>Joined 2/9/16 2 Conferences per year Legislative in Washington DC; Western Interstate Region Feb. 25- 3/1; Annual Conference July 21-25</p>
<p>NO. CENTRAL COUNTIES CONSORTIUM Rep: Randy Fletcher Alt: Gary Bradford</p> <hr/> <p>Meets quarterly -2/18, 5/20, 8/19, 11/18. Stipend of \$100 per meeting, travel reimbursed at IRS rate per mile, plus lunch expense if coming from out of area. Rep. Colusa, Glenn, Sutter, Yuba Counties Telephone: 822-7145 1 Rep/1 Alt</p> <p>Form 700 Filing</p>	<p>NO. VALLEY HISPANIC CHAMBER OF COM Rep Mike Leahy Alt Doug Lofton</p> <hr/> <p>Meets on varied dates at 6:00 p.m., 321 D St., Marysville. Wendy Zapata, Executive Director Telephone (916) 532-1165 1 Rep/1 Alt</p>	<p>OPUD/COUNTY LIAISON Rep. Gary Bradford Alt: Doug Lofton</p> <hr/> <p>Meets on the 2nd Friday of each month at 11 a.m. Jan - June at OPUD Board Chambers, 1970 9th Avenue and July - Dec at Government Center, Marysville Room. Telephone: 749-7510 (Donna) 1 Rep/1 Alt.</p>

<p><u>PEACH TREE HEALTH CARE BOARD DIRE</u></p> <p>Rep: Doug Lofton</p> <p>Alt: Mike Leahy</p> <hr/> <p>Meets last Thursday at 4 p.m. of each month at Yuba County One Stop. Greg Stone Exc. Director Telephone: 741-6245 ext 1351 (Michelle)</p> <p>1 Rep/1 Alt</p> <p>Form 700 Filing</p>	<p><u>PROTECTIVE INSPECTION</u></p> <p>Rep: Gary Bradford</p> <p>Rep: Mike Leahy</p> <p>Alt: Randy Fletcher</p> <hr/> <p>Agricultural Commissioner, Emergency Services, Environmental Health</p> <p>Form 700 Filing</p>	<p><u>PUBLIC FACILITIES</u></p> <p>Rep: Andy Vasquez</p> <p>Rep: Doug Lofton</p> <p>Alt: Gary Bradford</p> <hr/> <p>Administrative Services</p> <p>Form 700 Filing</p>
<p><u>RCRC/Rural County Representative of CA</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Randy Fletcher</p> <hr/> <p>Meets 01/18, 3/15, 4/26, 6/21, 8/16, 9/27-29 Annual Mtg. El Dorado County, 12/6 @ 9 a.m. Lunch provided. Mileage reimbursed (Includes Nat'l Forest & Schools Coalition (Forest Receipts) and Golden State Finance Authority. (916) 447-4806 1 Rep/1 Alt -</p> <p>Form 700 Filing</p>	<p><u>REGIONAL HOUSING AUTHORITY</u></p> <p>Rep: Doug Lofton</p> <p>Rep: Mike Leahy</p> <hr/> <p>Meets at 12:15 on the 1st and 3rd Weds. of each month at Richland Neighborhood 420 Miles Ave., Yuba City. \$50 stipend per meeting. 1 Rep. Linda Nichols Executive Director Jennifer Ruiz Exec. Asst. 671-0220 ext. 122 (off. address 1455 Butte House Rd. Y.C.)</p> <p>Form 700 Filing</p>	<p><u>REGIONAL WASTE MGMT AUTHORITY</u></p> <p>Rep: Gary Bradford</p> <p>Alt: Andy Vasquez</p> <hr/> <p>Meets 3rd Thursday at 4:30 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Telephone: 634-6890 (Sandra) 1 Rep/1 Alt</p> <p>Form 700 Filing</p>
<p><u>S-Y BEHAVIORAL HEALTH ADV. BRD.</u></p> <p>Rep: Gary Bradford</p> <p>Alt: Mike Leahy</p> <hr/> <p>Meets 1st Thursday at 5:30 p.m. except Aug. and Dec. at 1965 Live Oak Blvd., Yuba City Telephone 822-7200 ext. 2275 (Sue Hopper) Fax 822-7627 1 Rep/1 Alt</p> <p>Form 700 Filing</p>	<p><u>SAC MOTHERLODE REG. ASSN. of CO.</u></p> <hr/> <p>Suspend Membership since FY 04/05 - Full Name: Sacramento Motherlode Regional Association of County Supervisors. Meets in conjunction with CSAC & RCRC Annual conferences. Maximum of 3 mtgs per year. Placer County Supervisor Jim Holmes Telephone: 885-3695</p> <p>Form 700 Filing</p>	<p><u>SACOG/SAC AREA COUNCIL of GOVMTS.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Mike Leahy</p> <hr/> <p>Meets 3rd Thursday at 9 a.m. of each month. Involves at least 1 additional committee meeting. Stipend of \$100 per meeting, plus mileage at IRS rate. Includes Capitol Valley Regional SAFE Telephone: (916) 321-9000 - Rebecca Sloan 1 Rep/1 Alt -</p> <p>Form 700 Filing</p>
<p><u>SIERRA NEVADA CONSERVANCY</u></p> <p>Rep: Yuba Co. Randy Fletcher</p> <p>Term Ends 2019</p> <p>Alt.. Nevada County</p> <hr/> <p>Meetings are held Mar 1&2 Sacramento, June 7-8 (So.Sub-Reg.), Sept. 6-7 (Central) and Dec 6-7 (So.Central). Currently we are a County Liaison for the Central Region (Nevada, El Dorada, Placer, Yuba). Stipend \$100 per meeting as representative. Contact Theresa Burgess Form 700 Filing</p>	<p><u>SIERRA-SACTO VALLEY EMS</u></p> <p>Rep: Doug Lofton</p> <p>Alt: Randy Fletcher</p> <hr/> <p>Meets 2nd Friday at 1 p.m. of odd numbered months at 5995 Pacific St., Rocklin. Stipend of \$50 per meeting, plus travel at IRS rate. Telephone: (916) 625-1701 1 Rep/1 Alt -</p> <p>Form 700 Filing</p>	<p><u>TRI-CO. JUV. REHAB. OVERSIGHT COM.</u></p> <p>Rep: Andy Vasquez</p> <p>Alt: Doug Lofton</p> <hr/> <p>Meets the last Friday of October, January, April and July at 8:30 a.m. at Yuba County Government Center - Wheatland Conference Room. Telephone:(530) 741-6378 ext 112 (Jan Kile-Rockwell)</p> <p>Form 700 Filing</p>

(14-0117) Approv... - 6 of 6

<p><u>TRLIA DISPLACED PERSONS APPEALS BR</u></p> <p>Rep: Randy Fletcher</p> <hr/> <p>Meets as needed. Representative serves as an alternate in the event a member is unable to attend meetings.</p> <p>TRLIA Executive Director Paul Brunner 749-5679 1 Rep.</p> <p></p>	<p><u>WHEATLAND CITY/COUNTY LIAISON</u></p> <p>Rep: Gary Bradford</p> <hr/> <p>Alt: <i>Doug Lofton</i></p> <hr/> <p>Meets as needed on 2nd Tuesday at 5:00 p.m. of each month at Wheatland City Hall, 111 C Street Wheatland.</p> <p>Telephone: 749-7510 (Donna) City Administrator Steve Wright 633-2761 1 Rep/1 Alt</p> <p></p>	<p><u>Y-S ECONOMIC DEVELOPMENT CORP.</u></p> <p>Rep: Mike Leahy</p> <p>Rep: Gary Bradford</p> <p>Alt: <i>Randy Fletcher</i></p> <hr/> <p>Meets at 7:30 a.m on Feb. 6 and May 5 * Committee member serves on the Comprehensive Economic Development Strategy Committee.</p> <p>Telephone: 751-8555 (Brynda Stranix)</p> <p></p>
<p><u>YUBA CO. CHILDREN'S CO.</u></p> <p>Rep: Gary Bradford</p> <hr/> <p>Alt: <i>Doug Lofton</i></p> <hr/> <p>Meets 1st Wednesday at 8:00 a.m. at Yuba One Stop Beckworth Room. *Member also sits on Juvenile Justice Coordinating Council and Child Abuse Prevention Council (Dr. Brad Luz 822-7200) Nancy 822-7200 ext 2275 1 Rep/1 Alt</p> <p></p>	<p><u>YUBA SUTTER TRANSIT AUTHORITY</u></p> <p>Rep: Randy Fletcher</p> <p>Rep: Mike Leahy</p> <p>Alt: <i>Gary Bradford</i></p> <hr/> <p>Meets 3rd Thursday at 4:00 p.m. of each month at Yuba County Government Center Board Chambers. Stipend of \$50 per meeting. Telephone: Sandra 634-6880</p> <p></p>	<p></p> <hr/> <p></p> <hr/> <p></p> <hr/> <p></p>
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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

ADOPT RESOLUTION APPOINTING)
TWO BOARD OF SUPERVISORS)
AS THE DIRECTORS TO THE)
BOARD OF DIRECTORS FOR)
THREE RIVERS LEVEE)
IMPROVEMENT AUTHORITY)

RESOLUTION NO. _____

WHEREAS, the Joint Exercise of Powers Agreement (JPA) which created the Three Rivers Levee Improvement Authority established two Board of Supervisors members as members of the Authority; and

WHEREAS, ending terms of John Nicoletti and Mary Jane Griego, the two representatives appointed by the Board of Supervisors to the Board of Directors for the Authority, has created vacancies on the Authority; and

WHEREAS, the Board of Supervisors desires to fill the vacant positions and appoint two new representatives to the Board of Directors for the Authority:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Yuba as follows:

Section 1. Designation of Director: _____ and _____ are hereby designated as the County designated Board members of the Authority to fill the vacancy created by John Nicoletti and Mary Jane Griego.

Section 2. Effective Date: This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 10th day of January, 2017 by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTMAYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
COUNTY COUNSEL ANGIL MORRIS-JONES



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The County of Yuba

Clerk of the Board of Supervisors

Government Center, 915 8th Street, Suite 109
Marysville, California 95901
(530) 749-7510 Fax (530) 749-7353

(16-0117) Pursua... - 1 of 4

CLERK OF THE BOARD

RACHEL FERRIS
DEPUTY CLERK OF THE BOARD

MARY PASILLAS
OFFICE SPECIALIST

December 28, 2016

Reclamation District No. 2103
P.O. Box 208
Wheatland, CA 95692

Re: Request for Appointment to Vacancy on Board of Trustees

Dear Mr. Engler:

I am in receipt of your request to appoint Mr. John Eachus to the Board of Trustees to the position that became vacant due to the passing of Trustee Gilbert in August 2016.

Pursuant to Government Code §1780, the Board of Supervisors may only appoint to fill the vacancy within 90 days. Due to the elapsed time of 90 days, the Board of Supervisor may only order an election to be held to fill the vacancy.

This matter will be on the Board of Supervisors agenda of January 10, 2017, 9:30 a.m. under County Departments to order that an election is called to fill the vacancy.

I encourage you or a representative from the District to attend the meeting should you have any questions or concerns that may be addressed.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Stottlemeyer".

Donna Stottlemeyer

RECEIVED

(16-0117) Pursua... - 2 of 4

Clerk/Board of Supervisors



Reclamation District 2103

P.O. Box 208
Wheatland, CA 95692
(530) 633-4072

December 19, 2016

VIA U.S. MAIL

Ms. Donna Stottlemeyer, Clerk of the Board
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Re: Request for Appointment to Vacancy on Board of Trustees

Ms. Stottlemeyer:

On September 14, 2016, Reclamation District No. 2103 notified the County Elections office of a vacancy on its Board of Trustees, and indicated that it intended to fill that vacancy by appointment, pursuant to Government Code § 1780.

Mr. John Eachus was the sole qualified nominee for this vacancy. However, because more than 60 days have passed since the effective date of the vacancy, responsibility for making this appointment now falls to the County. Accordingly, the District requests that the Yuba County Board of Supervisors take action at its next regular meeting to appoint Mr. Eachus to the vacancy left by the passing of Trustee Gilbert.

If you have questions regarding this appointment, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Engler", followed by a horizontal line.

Tom Engler, P.E., CFM
MBK Engineers
RD 2103 District Engineer

Cc: RD 2103 Board of Trustees



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 "T. Engler", with a long horizontal flourish extending to the right.

Tom Engler, E.I.T., CFM
MBK Engineers

cc: Board of Trustees, Reclamation District 2103

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The County of Yuba

Clerk of the Board of Supervisors

(17-0117) Public... - 1 of 8



January 10, 2017

TO: Board of Supervisors
FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors
SUBJECT: Conflict of Interest Code Approval: Wheatland Fire Authority

Recommendation

Hold public hearing to consider approval of the Wheatland Fire Authority Conflict of Interest Code, and direct the Clerk of the Board to notify the Authority of the Board's approval.

Background and Discussion

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary. Subject code has been received and reviewed by Counsel for legal sufficiency and is submitted for your approval.

An agency code is not valid until approval of the code reviewing body which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact

There is no fiscal impact.

Attachments



Wheatland Fire Authority

(17-0117) Public... - 2 of 8

P.O. Box 119 313 Main Street Wheatland, California 95692
Phone (530) 633-0861 Fax (530) 633-8215 www.wheatlandfireauthority.com

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OCT 31 2016

Clerk/Board of Supervisors

October 31, 2016

Donna Stottlemeyer
Clerk of the Board of Supervisors
915 8th Street Suite 109
Marysville, CA 95901

RE: Conflict of Interest Code

Ms. Stottlemeyer:

Enclosed is a copy of the amended Wheatland Fire Authority Conflict of Interest Code which was approved by Resolution No. 2016-5 at the regular board meeting held on October 13, 2016.

The conflict of interest code requires approval by the code reviewing body. (Government Code section 87303.) The Yuba County Board of Supervisors is the code reviewing body for the Authority conflict of interest code. (Government Code section 82011(b).)

Wheatland Fire Authority therefore requests that the Yuba County Board of Supervisors review and approve the proposed code as submitted.

Thank you,

Tony Marimpietri
Secretary
Wheatland Fire Authority
530-613-9106
tonym@wheatlandfireauthority.com

RESOLUTION NO. 2016- 5

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WHEATLAND FIRE AUTHORITY
AMENDING ITS CONFLICT OF INTEREST
TO CLARIFY GOVERNMENT CODE SEC**

WHEREAS, Government Code Section 87300 requires
and promulgate a local conflict of interest code pursuant to the

dopt

WHEREAS, the Wheatland Fire Authority adopted a code
3, 2006, and subsequently amended the Code on March 10, 2011; a

ary

WHEREAS, the Authority now desires to revise its Conflict of Interest Code to more clearly clarify that certain officials of the Authority who manage public investments within the meaning of Government Code Section 87200 must file statements of economic interest pursuant to the Political Reform Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wheatland Fire Authority that the Wheatland Fire Authority Conflict of Interest Code is hereby amended as set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that this amended Conflict of Interest Code shall not take effect until the Yuba County Board of Supervisors approves it in its capacity as code reviewing body under the Political Reform Act. The Secretary is hereby authorized and directed to submit a certified copy of this Resolution to the Board of Supervisors and request approval of the amended Conflict of Interest Code. After approval by the Yuba County Board of Supervisors, this resolution and Exhibit 1 hereto shall constitute the Conflict of Interest Code of the Wheatland Fire Authority.

PASSED AND ADOPTED by the Board of Directors of the Wheatland Fire Authority on this 13 day of OCTOBER, 2016, by the following vote:

AYES: LOPEZ, HEATLIE, HENDERSON

NOES: NONE

ABSTAIN: NONE

ABSENT: PENDERGRAPH

By:

VICE-Chair

RAY LOPEZ

Attest:

Secretary

Exhibit 1

**Wheatland Fire Authority
Conflict of Interest Code
(Amended October 13, 2016)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code for the Wheatland Fire Authority (the "Authority").

All Officials and Designated Positions required to submit a statement of economic interests shall file their statements with the Secretary of the Authority, as the Authority's Filing Officer. The Authority's Filing Officer shall make and retain a copy of all statements filed by Members of the Board of Directors, the Fire Chief and the Treasurer, and forward the originals of such statements to the Clerk of the Board of Supervisors in the County of Yuba. The Authority's Filing Officer shall retain the originals of the statements of all other Officials and Designated Positions and shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code §81008.)

**WHEATLAND FIRE AUTHORITY
CONFLICT OF INTEREST CODE
APPENDIX A**

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b)(1), are NOT subject to the Authority's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Board Directors

Fire Chief

Treasurer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

WHEATLAND FIRE AUTHORITY
CONFLICT OF INTEREST CODE
APPENDIX B

APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

Designated Positions. The employees and officers listed below are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Persons holding designated positions listed below shall disclose interests and investments in accordance with the corresponding disclosure categories as defined below

<u>Designated Position</u>	<u>Disclosure Categories</u>
Secretary	1, 2, 3
General Counsel	1, 2, 3
Consultant	1, 2, 3

Disclosure Categories. The disclosure categories are defined as follows:

Category 1: All persons in this disclosure category shall disclose all interests in real property located in the Authority or within two miles of the Authority’s boundaries. This disclosure category is not applicable to the person’s principal residence or real property interests with a fair market value of less than \$1,000.

Category 2: All persons in this disclosure category shall disclose all investments in business entities that have an interest in real property in the Authority, or that have done business with the Authority during the year prior to the date of the persons disclosure statement, or that are likely to do business with the Authority during the year subsequent to the date of the person’s disclosure statement. This disclosure category is not applicable to investments with a fair market value of less than \$1,000.

Category 3: All persons in this disclosure category shall disclose all sources of personal income and business entity income that are located within the Authority. This disclosure category is not applicable to income received from the Authority.

Consultants. “Consultant” means an individual who, pursuant to a contract with the Authority, either: (A) Makes a governmental decision whether to – (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the Authority to enter into, modify, or renew a contract provided it is the type of contract that

requires Authority approval; (5) grant Authority approval to a contract that requires Authority approval and to which the Authority is a party, or to the specifications for such a contract; (6) grant Authority approval to a plan, design, report, study, or similar item; or (7) adopt or grant Authority approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or (B) Serves in a staff capacity with the Authority and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b), or performs the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a position specified in the Authority's Conflict of Interest Code under Section 87302. (California Code of Regulations, Title 2, Section 18700.3(a)(2).)

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the Authority's conflict of interest code, subject to the following limitation: The Fire Chief may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to fully comply with the disclosure requirements described in this section. The Fire Chief's written determination shall include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same manner and location as the Authority's Conflict of Interest Code.

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The County of Yuba

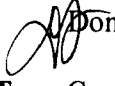
Clerk of the Board of Supervisors

(18-0117) Public... - 1 of 16



January 10, 2017

TO: Board of Supervisors

FROM:  Donna Stottlemeyer, Clerk of the Board of Supervisors

SUBJECT: Conflict of Interest Code Approval: Linda County Water District

Recommendation

Hold public hearing to consider approval of the Linda County Water District Conflict of Interest Code, and direct the Clerk of the Board to notify the District of the Board's approval.

Background and Discussion

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary. Subject code has been received and reviewed by Counsel for legal sufficiency and is submitted for your approval.

An agency code is not valid until approval of the code reviewing body which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact

There is no fiscal impact.

Attachments

RESOLUTION NO. 664**A RESOLUTION OF THE LINDA COUNTY WATER DISTRICT
AMENDING THE CONFLICT OF INTEREST CODE**

WHEREAS, Government Code section 87300 requires each local agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act (Government Code section 81000 et seq.);

WHEREAS, the Fair Political Practices Commission ("Commission") has adopted California Code of Regulations, title 2, section 18730 ("Section 18730") which sets forth the terms of a standard conflict of interest code that may be incorporated by reference into local conflict of interest codes;

WHEREAS, the Linda County Water District ("District") has incorporated by reference Section 18730 as the body of its conflict of interest code;

WHEREAS, the Commission recently has amended Section 18730 to conform to recent amendments to the Political Reform Act; and

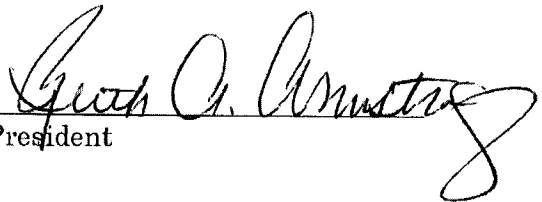
WHEREAS, in its biennial review of its conflict of interest code, the District has determined that an amendment to the code is necessary to reflect the FPPC's amendments to Section 18730 and to clarify the disclosure categories applicable to the designated positions subject to the District's conflict of interest code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Linda County Water District as follows:

1. The updated terms of Section 18730, as set forth in the attached Appendix A, and any further amendments thereto duly adopted by the Commission from time to time, are hereby adopted as the body of the District's conflict of interest code.
2. The updated list of designated positions and applicable disclosure categories attached hereto as Appendix B is hereby adopted as the appendix required by Section 18730.
3. The "Conflict of Interest Code, Linda County Water District," which was adopted by this Board on October 14, 1996, by its Resolution No. 550, is hereby repealed, and all other previous District resolutions adopting or amending the District's conflict of interest code are hereby repealed.
4. The amended conflict of interest code shall not take effect until the Yuba County Board of Supervisors approves it in its capacity as code reviewing body under the Political Reform Act. The Board Secretary is hereby authorized and directed to submit a certified copy of this resolution, together with a copy of the amended conflict of interest code, attached hereto, and request approval of the conflict of interest code, as amended.

PASSED AND ADOPTED by the Board of Directors of the Linda County
Water District on the 14 day of November 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

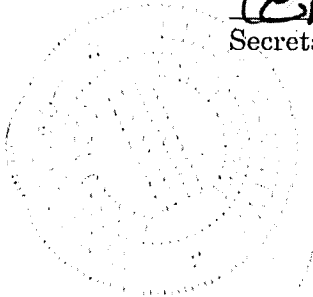


President

Attest:



Secretary



APPENDIX A

LINDA COUNTY WATER DISTRICT CONFLICT OF INTEREST CODE

(REGULATIONS OF THE Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict-of-interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is

unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or

commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person

making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of

Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict-of-interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

²See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

APPENDIX B

APPENDIX OF DESIGNATED POSITIONS
AND DISCLOSURE CATEGORIES

Designated Positions.¹ The officers and employees listed below are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below.

<u>Designated Position</u>	<u>Disclosure Categories</u>
Secretary of Board of Directors	1
District Legal Counsel	1
Consultants	1 ²

Disclosure Categories. The District's disclosure categories are defined as follows:

Category 1- Full Disclosure: All persons in this disclosure category will disclose all interests in real property within two miles of the District's boundaries, as well as investments, business positions and sources of income, including gifts, loans and travel payments, from all sources.

Category 2 – Disclosure of all Interests Except Interests in Real Property: All persons in this disclosure category will disclose all investments, business positions and sources of income, including gifts, loans and travel payments, from all sources.

Category 3 – Employees with Contracting Authority or Who Participate in Making Contracts: All investments, business positions and income, including gifts, loans and travel payments, in or from sources that provide goods, equipment or services, including training or consulting services, of the type utilized by the District.

¹ Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code section 87200 and California Code of Regulations, title 2, section 18720 because they must file statements of economic interest (FPPC Form 700) pursuant to the state Political Reform Act instead of the District conflict of interest code. The District's statutory filers are: Members of the Board of Directors and the District General Manager. As a result, such persons are not designated in this code and are listed here for information only.

² Unless the District General Manager determines in writing that narrower disclosure is permitted in accordance with the standards provided on page 2 of this appendix under the heading "Consultants."

Consultants. "Consultant" means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to: (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the District, or for any subdivision thereof; or (B) serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, title 2, section 18704 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code under Government Code section 87302. (California Code of Regulations, title 2, section 18701(a)(2).)³

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject to the following limitation: The District General Manager may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to comply with any or some of the disclosure requirements described in this section. The District General Manager's written determination will include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and will be retained for public inspection in the same manner and location as the District's conflict of interest code as required by Government Code section 81008.

New Position Added Without Code Revision. If the District creates a new position that requires disclosure under this code without simultaneously amending the code, the employee appointed to fill such a position will file a Form 700 assuming office statement and thereafter file annual Form 700 disclosure of economic interest statements each year using the broadest disclosure category until the District amends the code to designate the position and, if warranted, to authorize more narrow disclosure for the position.

³ A consultant serves in a staff capacity only if he or she has an on-going relationship with the District. A consultant who works on one project or a limited range of projects for the District is not deemed a consultant subject to the reporting requirements of this code unless the project or projects extend over a substantial period of time, generally more than one year. (See *Smith* Advice Letter, FPPC No. I-99-316; *Travis* Advice Letter, FPPC No. A-96-053; *Randolph* Advice Letter, FPPC No. A-95-045.)

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Commissioners
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DEC 12 2016

Clerk/Board of Supervisors

December 8, 2016

**COPY OF REFERENCED
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NOTICE OF PROPOSED EMERGENCY ACTION

Emergency Abalone Take Reduction Due to Harmful Environmental Conditions

Pursuant to the requirements of Government Code Section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regard to the above-entitled emergency regulation.

SUBMISSION OF COMMENTS

Government Code Section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail or e-mail, relevant to the proposed emergency regulatory action. Written comments submitted via U.S. mail or e-mail must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Abalone Take Reduction" addressed to:

Mailing Address: Reference Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

California Fish and Game Commission
Attn: Sheri Tiemann
1416 Ninth Street, Rm. 1320
Sacramento, CA 95814

E-mail Address: staff@oal.ca.gov
Fax No.: 916-323-6826

fgc@fgc.ca.gov

For the status of the Commission's submittal to OAL for review, and the end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."

Commissioners
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December 19, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a notice of availability of a document added to the rulemaking file regarding the California Spiny Lobster Fishery Management Plan Implementing Regulations adopted at the Commission's June 22, 2016 meeting:

- Amended Initial Statement of Reasons for Regulatory Action dated October 18, 2016:

In addition to this mailing, this document is available for public inspection between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at 1416 Ninth Street, Room 1320, Sacramento, CA or on our website (link provided below).

The Amended Initial Statement of Reasons adds statements of necessity to Section III (a) Statement of Specific Purpose of Regulation Change and Factual Basis for Determining that Regulation Change is Reasonably Necessary; other clarifying statements; and, minor editorial changes. These statements are directly related to the revised proposed regulatory language in the California Spiny Lobster Fishery Management Plan implementing regulations. The California Spiny Lobster Fishery Management Plan, adopted by the Commission on April 13, 2016, is incorporated by reference in the amended regulatory language. Minor edits and additions or deletions for improved clarity, spelling, punctuation, etc., that do not affect content, are not shown.

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#29_80.

Sincerely,

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

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
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Saint Helena
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Clerk/Board of Supervisors

December 9, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

Re: Use of Dogs for Pursuit/Take of Mammals, Section 265, Title 14, California Code of Regulations; published in California Notice Register, November 18, 2016, Notice File No. Z2016-1108-06, Register 2016, No. 47-Z.

In addition to this mailing, this document is available for public inspection between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at 1416 Ninth Street, Room 1320, Sacramento, CA or on our website (link provided below).

Notice was given that any person interested may present statements, orally or in writing, relevant to this rulemaking at an adoption hearing to be held on February 8, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It was further noticed that a specific location would be determined and provided to interested and affected parties.

This notice is to inform you that the location for the scheduled adoption hearing on February 8, 2017 meeting, at 8:00 a.m. is:

DoubleTree by Hilton Hotel Sonoma
One Doubletree Drive
Rohnert Park, CA 94928

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#265_2.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINDINGS

Coast Yellow Leptosiphon (*Leptosiphon croceus*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission (Commission), at its December 8, 2016, meeting in San Diego, California, accepted for consideration the petition submitted to list coast yellow leptosiphon as an endangered species. Pursuant to subdivision (e)(2) of Section 2074.2 of the Fish and Game Code, the Commission determined that the amount of information contained in the petition, when considered in light of the Department of Fish and Wildlife's (Department) written report, the comments received, and the remainder of the administrative record, would lead a reasonable person to conclude there is a substantial possibility the requested listing could occur.

Based on that finding and the acceptance of the petition, the Commission is also providing notice that the aforementioned species is a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the December 8, 2016 Commission meeting, are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, California 95814, phone (916) 653-4899. Written comments or data related to the petitioned action should be directed to the Commission at the aforementioned address.

Fish and Game Commission

December 13, 2016

Valerie Termini
Executive Director

Commissioners
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Russell Burns, Member
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December 23, 2016

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This is to provide you with a copy of the notice of proposed regulatory action relative to Amending section 502, Title 14, California Code of Regulations, relating to waterfowl regulations, which is published in the California Regulatory Notice Register on December 23, 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>.

Melanie Weaver, Senior Environmental Scientist, Department of Fish and Wildlife at (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
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December 23, 2016

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending section 708.5, Title 14, California Code of Regulations, relating to deer tagging and reporting, which is published in the California Regulatory Notice Register on December 23, 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>.

Craig Stowers, Environmental Program Manager, Department of Fish and Wildlife, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
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December 23, 2016

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending sections 360, 361, 362, 363, 364 and 364.1, Title 14, California Code of Regulations, relating to mammal regulations, which is published in the California Regulatory Notice Register on December 23, 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>.

Craig Stowers, Environmental Program Manager, Department of Fish and Wildlife, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
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December 14, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action resulting from the Commission's August 25, 2016 meeting, when it made a finding pursuant to Section 2075.5, Fish and Game Code, that listing Livermore tarplant as endangered under the California Endangered Species Act is warranted. The notice of proposed regulatory action will be published in the California Regulatory Notice Register on December 23, 2016.

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

Mr. Jeb Bjerke, Department of Fish and Wildlife, phone (916) 651-6594 or email Jeb.Bjerke@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena

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McKinleyville

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December 28, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 28.20, Title 14, California Code of Regulations, relating to Pacific halibut sport fishing, which will be published in the California Regulatory Notice Register on December 30, 2016.

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

Melanie Parker, Environmental Scientist, Marine Region, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Parker can be reached at (831) 649-2814 or Melanie.Parker@wildlife.ca.gov.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
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December 28, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsection (c) of Section 27.80, Title 14, California Code of Regulations, relating to ocean salmon sport fishing, which will be published in the California Regulatory Notice Register on December 30, 2015.

This is the first of two notices relating to ocean salmon sport fishing and pertains to the ocean salmon sport fishing regulations for May-November, 2017. A separate notice pertaining to the April 2017 ocean salmon sport fishing regulations will also be published in the California Regulatory Notice Register on December 30, 2015.

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>.

Barry Miller, Environmental Scientist, Marine Region, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Miller can be reached at (707) 576-2860 or Barry.Miller@wildlife.ca.gov.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
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December 28, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsection (b)(91.1) of Section 7.50, Title 14, California Code of Regulations, relating to Lower Klamath River Basin sport fishing, which will be published in the California Regulatory Notice Register on December 30, 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>.

Wade Sinnen, Senior Environmental Scientist, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Sinnen can be reached by telephone at (707) 822-5119 or by email at Wade.Sinnen@wildlife.ca.gov.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
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December 28, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsection (c) of Section 27.80, Title 14, California Code of Regulations, relating to ocean salmon sport fishing, which will be published in the California Regulatory Notice Register on December 30, 2015

This is the first of two notices relating to ocean salmon sport fishing and pertains to the ocean salmon sport fishing regulations for April 2016. A separate notice pertaining to the remainder of the 2016 ocean salmon sport fishing regulations will also be published in the California Regulatory Notice Register on December 30, 2015.

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>.

Barry Miller, Environmental Scientist, Marine Region, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Miller can be reached at (707) 576-2860 or Barry.Miller@wildlife.ca.gov.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
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Anthony C. Williams, Member
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December 28, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

**Re: Notices published in the California Notice Register on December 23, 2016/
Register 2016, No. 52-Z, for**

- **OAL Notice Z2016-1213-10, Mammal Hunting, sections 360, 361, 362, 363, 364 and 364.1, Title 14, CCR;**
- **OAL Notice Z2016-1213-11, Waterfowl Hunting, Section 502, Title 14, CCR; and**
- **OAL Notice Z2016-1213-12, Deer Tagging and Reporting, Section 708.5, Title 14, CCR**

The Notices referenced above were sent out announcing an incorrect date for the Fish and Game Commission's discussion hearing scheduled on February 8, 2017 in Rohnert Park, CA. The correct information should read as follows:

"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 DoubleTree by Hilton Hotel Sonoma, One Doubletree Drive, Rohnert Park, California, on Wednesday, February 8, 2017 at 8:00 a.m. or, as soon thereafter as the matter may be heard."

All other information remains unchanged.

Sincerely,


Jon D. Snellstrom

Associate Governmental Program Analyst

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Committee to Start a new Yuba County Fish and Game Advisory Commission

December 22, 2016

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

Yuba County Board of Supervisors:

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The Committee to Start a new Yuba County Fish and Game Advisory Commission is again requesting that action be taken to start a new Advisory Commission.

We submitted a letter to you on October 13, 2016 and discussed this proposal with you at the October 25, 2016, Board of Supervisor's meeting. At that meeting, we were directed to meet with Supervisor Randy Fletcher and discuss our proposal. Five members of the committee met with Supervisor Randy Fletcher on November 22, 2016.

At the December 13, 2016 Board of Supervisors meeting, we again asked the Board to begin the process of initiating a new commission. We have received no response from the Board of Supervisors.

The Yuba County Fish and Game Commission began work in 1992 and for more than 2 decades accomplished a great many public service projects such as:


- Junior, Women's, Mobility Impaired Pheasant Hunt
- Frank Allen Fishing Event at the University Field Station
- Sierra Nevada Cleanup Day along the Yuba and Feather Rivers
- Spenceville Wildlife Area Range Cleanup
- Daugherty Hill Wildlife Area Cleanup
- Kiwanis Youth Fishing Derby
- Joint Y-S Fair Booth Education Displays with Sutter County Fish and Game Commission

Much has been accomplished in the past 24 years and much more needs to be done. About a year ago the former Fish and Game Commission was no longer able to secure a quorum for their meetings and the commission was disbanded. More than 18 of us have assembled to ask the newly elected Board of Supervisors to allow us to serve you and our community.

We are anxious to start the new Advisory Commission. Providing these public service opportunities takes 3-6 months of lead time. Our community is missing ^{out} on some of these activities and events. We need to start now.

A draft copy of new Advisory Commission bylaws is attached. The new bylaws were written by several people for a stronger Advisory Commission. We look forward to you taking action on this request.

Sincerely,

Ed Brown 
Robert Rochin
Charles Not
Cindy Nott
Travis Fox
Archie Flynn
John Sokoloski
Larry Flynn
Bob Gaschke
Joe Belza
John Osbourn
David Hyatt
Chris Pedigo
Rick Turk
Sean Mays
Dave Slack
Jimmy Messick
Dale Whitmore
Mike Graning

Attachments:

Draft Yuba County Fish and Game Advisory Commission By-laws dated
November 22, 2016
October 13, 2016 letter to Yuba County Board of Supervisors
November 23, 2016 letter to Yuba County Board of Supervisors

Committee to Restart the Yuba County Fish and Game Advisory Commission


October 13, 2016

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

Yuba County Supervisors:

The Committee to Restart the Yuba County Fish and Game Commission is submitting the attached documents with the names of Yuba County residents who are volunteering to be members of the Yuba County Fish and Game Commission. The residents of Yuba County deserve to be served by a Commission which is actively working for the benefit of wildlife and county residents.

We look forward to speaking with you about this matter.

Sincerely, 

Committee to Start a new Yuba County Fish and Game Advisory Commission

November 23, 2016

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

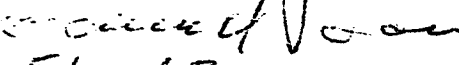
Yuba County Board of Supervisors:

The Committee to Start a new Yuba County Fish and Game Advisory Commission is again requesting that action be taken to start a new Advisory Commission.

We submitted a letter to you on October 13, 2016 and discussed this proposal with you at the October 25, 2016, Board of Supervisor's meeting. At that meeting, we were directed to meet with Supervisor Randy Fletcher and discuss our proposal. Five members of the committee met with Supervisor Randy Fletcher on November 22, 2016.

We are anxious to start the new Advisory Commission. It has been a year since the Advisory Commission was actively providing the many hunting/fishing opportunities that our residents deserve. Providing these opportunities takes 3-6 months of lead time. We need to start now. We would appreciate your timely action on this request.

A draft copy of new Advisory Commission bylaws is attached. The new bylaws were written for a stronger Advisory Commission. We look forward to you taking action on this request.

Sincerely, 
Edward Brown

Attachments:

- Draft Yuba County Fish and Game Advisory Commission By-laws dated November 22, 2016**
- October 13, 2016 letter to Yuba County Board of Supervisors**
- List of Yuba County Fish and Game Commission Advisory Commission projects.**
- List of persons volunteering for the new Advisory Commission.**

The County of Yuba

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



(21-0117) Consid... - 1 of 3

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director
Chaya Galicia, Homeless Project Manager
Health & Human Services Department

DATE: January 10, 2017

SUBJECT: Resolution Authorizing the Director of the Health and Human Services Department to enter into and execute the Agreement for the County Medical Services Program County Wellness & Prevention Pilot Project and Other Pertinent Documents Related to this Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution authorizing the Director of the Health and Human Services Department (HHSD) to enter into and execute the Agreement for the County Medical Services Program (CMSP) County Wellness & Prevention Pilot Project for the term of January 1, 2017 through June 30, 2020, and any other pertinent documents, upon review and approval of county counsel, as required by the program which includes but is not limited to the authority to accept, transfer and allocate grant funds in accordance with provisions of the grant.

BACKGROUND: The CMSP Governing Board has made grant funds available to test the effectiveness of providing local-level wellness and prevention services to eligible/potentially eligible CMSP individuals that address Community Wellness, Whole Person Care or the Social Determinants of Health. HHSD submitted an application in response to a Request for Proposals for the County Wellness & Prevention Pilot Project and has been awarded funds to help connect the homeless and uninsured population to health insurance and health care services.

DISCUSSION: CMSP has allocated \$225,000 to Yuba County for fiscal years January 1, 2017 through June 30, 2020 for performance of this outreach project. The approval of this Board Resolution will authorize the HHSD Director to execute the Agreement and all other pertinent documents related to the grant.

FISCAL IMPACT: Approval of this Resolution will not impact County General Funds.

COPY

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

A RESOLUTION AUTHORIZING THE
DIRECTOR OF THE HEALTH AND HUMAN
SERVICES DEPARTMENT (HHSD) TO ENTER
INTO AN AGREEMENT WITH THE COUNTY
MEDICAL SERVICES PROGRAM FOR THE
COUNTY WELLNESS AND PREVENTION
PILOT PROJECT FOR THE TERM OF
JANUARY 1, 2017, THROUGH JUNE 30, 2020,
AND AUTHORIZING THE DIRECTOR OF
HHSD TO EXECUTE THE AGREEMENT AND
ANY OTHER PERTINENT DOCUMENTS
RELATED TO THIS PROGRAM, WHICH
INCLUDES BUT IS NOT LIMITED TO THE
AUTHORITY TO ACCEPT, TRANSFER AND
ALLOCATE GRANT FUNDS IN
ACCORDANCE WITH PROVISIONS OF THE
GRANT

RESOLUTION NO. _____

WHEREAS, the Governing Board of the County Medical Services Program (CMSP) has made grant funds available to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible persons through the County Wellness & Prevention Pilot Project; and

WHEREAS, the Yuba County Health and Human Services Department (HHSD) submitted a proposal and was subsequently awarded the CMSP pilot project grant; and

WHEREAS, HHSD intends to use the funds to provide outreach services for the purpose of connecting the homeless and uninsured population of Yuba County to health insurance and health care services; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to accept the funding grant of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) made available by the CMSP County Wellness & Prevention Pilot Project for the period of January 1, 2017, to June 30, 2020.

NOW THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes HHSD to enter into agreement with CMSP for the County Wellness and Prevention Pilot Project.

BE IT FURTHER RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Director of Health and Human Services to do the following: Accept Two Hundred Twenty-Five Thousand (\$225,000.00) for the period of January 1, 2017, through June 30, 2020, for the CMSP County Wellness & Prevention Pilot Project and any subsequent funds awarded pursuant to this project; Execute, upon review and approval of County Counsel, all documents as required by the agreement for the stated period; Authorize the transfer and allocations of funds for the stated period; Amend the agreement for additional or lesser funding, and to execute amendments, agreements or memorandums of understanding developed under this Agreement.

A copy of the said Agreement or any amendment(s) thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 20____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

