

BOARD OF SUPERVISORS

AMENDED AGENDA



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.

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

ALL MATTERS OTHER THAN CONSENT AGENDA HAVE BEEN

**ADJOURNED FROM TUESDAY, FEBRUARY 14, 2017
TO
TUESDAY, FEBRUARY 21, 2017
9:30 A.M.**

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.

ADDENDUM TO AGENDA – Added to Closed Session item 34/2017 Potential litigation – One Case

PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CONSENT AGENDA – Moved to approve: Vasquez Second: Bradford – Passed Unanimously

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 14/2017** Board of Supervisors: Appoint John D. Lindsay to Yuba County Planning Commission as a District Two Representative with a term to end January 11, 2021. **Approved.**
- 15/2017** Board of Supervisors: Appoint Dizarea Webber to Yuba County Community Services Commission as a District Three Representative with a term to end December 31, 2020. **Approved.**
- 20/2017** Emergency Services: Adopt resolution proclaiming existence of an ongoing local emergency due to tree mortality in the County of Yuba. **Adopted Resolution No. 2017-11**
- 19/2017** Emergency Services: Adopt resolution proclaiming termination of an ongoing local emergency due to drought conditions in the County of Yuba. **Adopted Resolution No. 2017-12**



ADDING AN ITEM FOR ACTION TO THE AGENDA

FOR THE BOARD MEETING OF FEBRUARY 14, 2017

PURSUANT TO GOVERNMENT CODE SECTION 54954.2 (b)(2) YOU ARE ADVISED THAT YOU MAY ADD TO YOUR AGENDA FOR ACTION UNDER COUNTY DEPARTMENTS THE FOLLOWING MATTER:

COUNTY DEPARTMENTS:

ITEM NO.

ADOPTED RESOLUTION NO.
2017-13

31/2017

**A Resolution Ratifying a Proclamation of a
Local Emergency Due to the Oroville Dam
Event.**

**AS YOUR LEGAL COUNSEL YOU ARE HEREBY ADVISED THAT THE
MATTER:**

- 1. AROSE AFTER THE AGENDA WAS POSTED .**
- 2. DOES REQUIRE IMMEDIATE ACTION BY THE BOS.**
- 3. YOU ARE HEREBY ADVISED TO ADD THE MATTER TO
YOUR COUNTY DEPARTMENT AGENDA AS ITEM
NUMBER 31/2017.**

**BOARD OF SUPERVISORS
REGULAR MEETING**

SPECIAL PRESENTATIONS

- 17/2017** Present Proclamation to Casa De Esperanza for Teen Dating Violence Awareness and Prevention Month, February 2017. (Five minute estimate)

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 must fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Note: No Board action can be taken on comments made under this heading.

COUNTY DEPARTMENTS

- 18/2017** Emergency Services: Adopt resolution proclaiming the existence of an ongoing local emergency due to flood waters in the County of Yuba per California Government Code §8630. (Ten minute estimate)
- 21/2017** Administrative Services: Award contract for unarmed security services to Elite Universal Security and authorize Chair to execute. (Fifteen minutes estimate)

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 hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such hearing. Public comments will be limited to three minutes per individual or group.

- 22/2017** Public Hearing - hold public hearing and adopt 2016 Amendment to Yuba County Conflict of Interest Code. (County Counsel) (Five minute estimate)
- 24/2017** Public Hearing - hold public hearing, waive first reading, and introduce ordinance repealing and reenacting as amended Chapter 8.80 of the Yuba County Ordinance Code relating to Shooting Restrictions in the unincorporated area of the County of Yuba. (Community Development and Services) (Ten minute estimate) (Roll Call Vote)

CORRESPONDENCE

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

- 26/2017** Notice from Central Valley Regional Water Quality Control Board regarding scheduled public meeting dates and locations.

**BOARD OF SUPERVISORS
REGULAR MEETING**

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.

CLOSED SESSION

- 23/2017** Pending litigation pursuant to Government Code Section 54956.9 (d)(1) - Hedrick vs. Grant.
- 30/2017** Labor Negotiations pursuant to Government Code 54947(a) – DSA / Negotiator Jill Abel
- 34/2017** Potential litigation pursuant to Government Code 54956.9(d)(2) - One Case

ADJOURN

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

The County of Yuba



TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Yuba County Planning Commission - District Two Representative

DATE: February 14, 2017

NUMBER: 14/2017

Recommendation

Appoint John D. Lindsay to the Yuba County Planning Commission as the District Two representative for a term ending January 11, 2021.

Background

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.

Discussion

This is a scheduled vacancy. Mr. Lindsay's application is attached for your review. Supervisor Lofton recommends appointment.

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

Committee Action:

None required

Fiscal Impact:

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

Attachments

14-2017 - Private Application John D. Lindsay

14-2017 Public Application - John D. Lindsay

The County of Yuba

RECEIVED

JAN 30 2017

14-2017 Appoint ... - 3 of 3

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:

Planning Commission

APPLICANT NAME:

John D Lindsay II

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

PHYSICAL ADDRESS
(Street, City, Zip):

Marysville, 95901

TELEPHONE:

HOME:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Water well driller
2

REASONS YOU WISH TO
SERVE ON THIS BODY:

I have an interest in the future of
Marysville because I believe in community
Some construction experience
have facilitated meetings of Business Groups

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

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

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

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

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

SIGNATURE

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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The County of Yuba

Clerk of the Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Appoint Dizarea Webber to Yuba County Community Services Commission as a District Three Representative with a term to end December 31, 2020.

DATE: February 14, 2017

NUMBER: 15/2017

Recommendation

Appoint Dizarea Webber to Yuba County Community Services Commission as the District Three representative with a term to end December 31, 2020.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated bi-monthly.

Discussion

One application from Dizarea Webber has been received and is attached for your review. Supervisor Lofton recommends approval. In light of the expressed interest, it would be appropriate to make the appointment at this time.

Committee Action:

None

Fiscal Impact:

None

Attachments

15-2017 Public - Application

15-2017 Private Application - Dizarea Webber

The County of Yuba

RECEIVED

JAN 27 2017

15-2017 Appoint ... - 3 of 3

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Community Services Commission

APPLICANT NAME:

Dizarea Webber

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

[REDACTED]

Olivehurst, CA 95961

PHYSICAL ADDRESS
(Street, City, Zip):

"

TELEPHONE:

HOME: [REDACTED]

WORK: [REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Recruiter

Doug Lofton District 3

REASONS YOU WISH TO
SERVE ON THIS BODY:

I enjoy serving my community.

QUALIFICATIONS:

I work with numerous non-profits in my
Community.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

N/A

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

SIGNATURE

[Signature]

DATE

1/27/17

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: CAO/Emergency Services, Scott Bryan

SUBJECT: Adopt resolution of an ongoing emergency within the County of Yuba due to Tree Mortality.

DATE: February 14, 2017

NUMBER: 20/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

Background:

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California due to four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015, Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency, which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016, the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Committee Action: None

Fiscal Impact:

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share.

Attachments: Resolution

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO TREE MORTALITY IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the 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 _____ 2017.

AYES:

NOES:

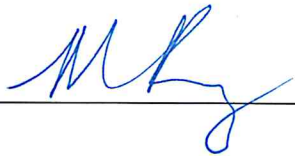
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: CAO/Emergency Services, Scott Bryan

SUBJECT: Requesting the Board of Supervisors terminate the local emergency due to the drought conditions.

DATE: February 14, 2017

NUMBER: 19/2017

Recommendation:

The Board of Supervisors terminates the local emergency due to the ongoing drought conditions.

Background:

On January 17, 2014, Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014, and extended on December 13, 2016.

Discussion:

On January 12, 2017, the Yuba County Office of Emergency Services received notice from the US Drought Monitor that the County of Yuba was no longer suffering from drought conditions (Please see attached).

Committee Action:

No committee action was taken.

Fiscal Impact:

There is unknown impact to the general funds as of this date due to ongoing tree mortality.

Attachments:

19/2017 Resolution terminating drought proclamation

19/2017 Supporting documentation

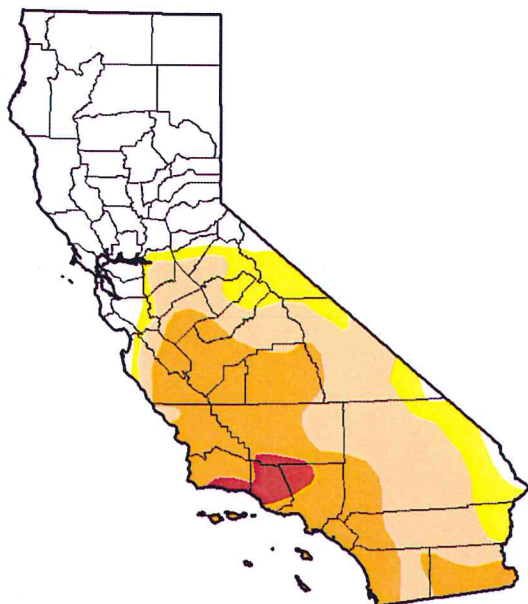
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United States Drought Monitor

[Home](#) [State Drought Monitor](#)[Login](#)

U.S. Drought Monitor

California

Download: [PNG](#) [PDF](#) [JPG](#)[View drought planning resources](#)

January 24, 2017

(Released Thursday January 26, 2017)

Valid 7 a.m. EST

Statistics type: Traditional Percent Area

Export table: [PNG](#) [CSV](#) [XLS](#)

Week	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current 2017-01-24	38.73	61.27	51.40	26.46	2.16	0.00
Last Week 2017-01-17	35.56	64.44	57.51	44.35	24.30	2.13
3 Months Ago 2016-10-25	8.96	91.04	81.12	61.80	42.80	21.04
Start of Calendar Year 2016-12-27	17.47	82.53	68.87	57.79	40.60	18.31
Start of Water Year 2016-09-27	0.00	100.00	83.59	62.27	42.80	21.04
One Year Ago 2016-01-26	0.00	100.00	95.35	86.13	63.96	40.21

Estimated Population in Drought Areas: 24,945,344

[View More Statistics](#)

Intensity:

☐ D0 (Abnormally Dry) ☐ D2 (Severe Drought) ☐ D4 (Exceptional Drought)
☐ D1 (Moderate Drought) ☐ D3 (Extreme Drought)

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying [text summary](#) for forecast statements.

Author(s):

Richard Tinker, NOAA/NWS/NCEP/CPC

The National Drought Mitigation Center | 3310 Holdrege Street | P.O. Box 830988 | Lincoln, NE 68583-0988
phone: (402) 472-6707 | fax: (402) 472-2946 | [Contact Us](#) | [Web Policy](#)

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

RESOLUTION:

**THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION
PROCLAIMING THE TERMINATION
OF AN ONGOING LOCAL DROUGHT
EMERGENCY IN THE COUNTY OF
YUBA.**

RESOLUTION NO. _____

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

WHEREAS, conditions of peril to public health and safety existed in the County of Yuba due to the statewide drought; and

WHEREAS, the County of Yuba Board of Supervisors did find that the aforesaid conditions of peril did warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

WHEREAS, on January 17, 2017 the Yuba County Office of Emergency Services received notice from the US Drought Monitor that the County of Yuba was no longer suffering from drought conditions; and

WHEREAS, Per Govt. Code Section 8630(d), this proclamation of emergency shall be terminated as soon as reasonably possible:

#

#

#

#

#

#

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that the local emergency in the County of Yuba due to drought conditions is terminated through this resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

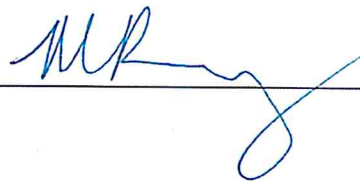
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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

RESOLUTION:

<p>THE BOARD OF SUPERVISORS</p> <p>ADOPT A RESOLUTION TO RATIFY A</p> <p>PROCLAMATION OF A LOCAL</p> <p>EMERGENCY DUE TO THE</p> <p>OROVILLE DAM EVENT.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>RESOLUTION NO. <u>2017-13</u></p>
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WHEREAS, in January and February of 2016 historic precipitation inundated the Yuba, Sutter, and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at the Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of residents of Yuba County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the damage to the spillways at the Oroville Dam and potential flooding within the County of Yuba; and

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer of the County of Yuba issued a proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, for a local emergency to remain in effect for in excess of seven (7) days, the Proclamation must be ratified by the Board of Supervisors; and

WHEREAS, pursuant to Section 8630 of the California Government Code, the Board of Supervisors must review, at least every thirty days (30), the need for the continuing local emergency; and

NOW, THEREFORE IT BE RESOLVED, that the Board of Supervisors hereby ratifies the Proclamation of a Local State of Emergency signed by the County Administrative Officer on February 13, 2017 with an effective date of February 12, 2017; and

BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every thirty (30) days, until such emergency is terminated, the need for the continuing local emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

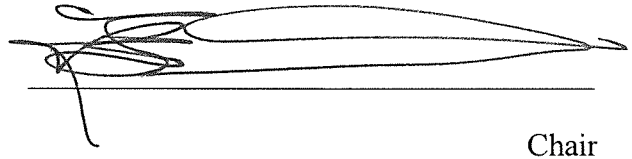
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 14th day of February 2017.

AYES: Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

NOES: None

ABSENT: None

ABSTAIN: None

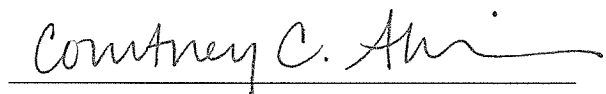


Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS



APPROVE AS TO FORM:
COUNTY COUNSEL





Casa de Esperanza

- ◆ Domestic Violence Services
- ◆ Rape Crisis Services
- ◆ Community Education, Prevention and Intervention
- ◆ Children/Teen Programs

Yuba County Board of Supervisors
915 8th Street Suite 109
Marysville, CA 95901
February 2, 2016

Dear Honorable Board Members:

February is *National Teen Dating Violence Awareness and Prevention Month*. This month provides an excellent opportunity for Sutter County to demonstrate its commitment to ending teen dating violence and support the numerous victims and survivors who are among us. One in three teens in the US is a victim of physical, emotional or sexual abuse from a dating partner. These violent relationships have serious consequences for victims – putting them at higher risk for substance abuse, eating disorders, risky sexual behavior, suicide and adult re-victimization. Now is the time to educate our communities about the seriousness of teen dating violence and the prevalence of this epidemic in our lives.

As you may recall, during Teen Dating Violence Awareness Month of 2015, the AVID youth of Wheatland High School ran a successful campaign on their campus, drawing attention of the Appeal-Democrat. The article highlighted the difficult conversations that youth have with regards to warning signs of abuse behavior and gender-based violence. The article also highlighted the administrative and campus wide support that this group is receiving as they become leaders against teen dating violence.

Casa de Esperanza would be honored if you would sponsor an official proclamation to recognize February as Yuba County's *Teen Dating Violence Awareness and Prevention Month*. Your proclamation would lend official recognition to the important work of raising awareness about teen dating violence as well as emphasize your personal commitment to ending this crime. We have enclosed a sample to guide your office in composing a proclamation for our county.

If you or your staff have any questions about this request, the sample proclamation or *National Teen Dating Violence Awareness and Prevention Month*, please call us at (530) 674-5400 or contact Break the Cycle at (202) 824-0707 or teendvmonth@breakthecycle.org. I will follow up with your office in the next few days. We appreciate your support and thank you for your consideration of this vital issue.

Sincerely,

Ariana Lozano
Casa de Esperanza
Enclosure

COUNTY OF YUBA BOARD OF SUPERVISORS



— PROCLAMATION —

TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH FEBRUARY 2017

WHEREAS, females between the ages 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and

WHEREAS, one in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth and are more likely to use drugs and alcohol, are at greater risk of suicide and are much more likely to carry patterns of abuse into future relationships; and

WHEREAS, nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is one; and

WHEREAS, by providing young people with education about healthy relationships and relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, it is essential to raise community awareness and to provide training for teachers, counselors and school staff so that they may recognize when youth are exhibiting signs of dating violence; and

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit young people, their families, schools and communities regardless of socioeconomic status, gender, sexual orientation or ethnicity. Everyone has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE BE IT PROCLAIMED, the month of February, 2017 as Teen Dating Violence Awareness and Prevention Month throughout the County of Yuba. We urge all citizens, agencies and businesses to work toward ending teen dating violence by empowering young people to develop healthier relationships and assisting victims in accessing the information and supportive services they need.


CHAIRMAN




CLERK OF THE BOARD

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: CAO/Emergency Services, Scott Bryan

SUBJECT: Board of Supervisors extend the current emergency proclamation through resolution per CA Government Code 8630 SF.

DATE: February 14, 2017

NUMBER: 18/2017

Recommendation

Adopt resolution proclaiming the existence of an ongoing local emergency due to floodwaters.

Background

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled caused widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact:

There is unknown impact to the general fund as of this date.

Attachments

))))))

Page 1 of 3

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

WHEREAS, on January 24, 2017 the Yuba County Board of Supervisors confirmed and ratified resolution No. 2017-2, which proclaimed the existence of a local emergency due to flood waters in the County of Yuba; and

WHEREAS, on January 24, 2017 the Yuba County Board of Supervisors affirmed and ordered that the local emergency proclaimed on January 10th, 2017 due to flood waters from historic precipitation continued to exist as a local emergency;

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the 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 _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL

Courtney C. H.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO FLOOD WATERS IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the 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 _____ 2017.

AYES:

NOES:

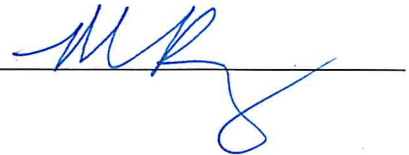
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services: Award contract for unarmed security services to Elite Universal Security and authorize Chair to execute. (15 minutes estimate)

DATE: February 14, 2017

NUMBER: 21/2017

Recommendation

Award the contract for unarmed security services to Elite Universal Security and authorize the Chair to execute the agreement

Background

The previous security contract expired on January 20th. The County conducted a Request for Proposal for unarmed security services, beginning back in September. Five responses were received.

Discussion

An evaluation committee made up of members from Health & Human Services, Superior Court, the Sheriff, and Administrative Services and the Committee recommended awarding the agreement to Elite.

Fiscal Impact

Charges for security services are borne by the department being served. The hourly rate charged for basic security services will increase from \$14.75 per hour to \$15.60. For overtime work (when a guard must work more than 8 hours in a shift will increase to \$23.40, and emergency call out rates will increase to \$24.96 per hour.

Attachments

21/2017 Elite Security Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

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

California Security Services, Inc dba Elite Universal Security
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: February 1, 2017

Termination Date: January 31, 2020

The term of this Agreement shall become effective January 1, 2017, and shall continue in force and effect for a period of three years. After this period, the term of this Agreement may be extended for two, one-year periods at the option of the County.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The COUNTY'S Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. The COUNTY'S Board Chair is the authorized signer for the COUNTY. Monty Hecker, President 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 – Other Terms
- Attachment D – General Provisions
- Attachment E – Insurance Requirements
- Attachment F – Board of Supervisor's Agenda for 2017
- Attachment G – Meeting Request and Cancellation Form Samples

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2017.

"COUNTY"
County Of Yuba

"CONTRACTOR"
California Security Services Inc.
dba Elite Universal Security

Randy Fletcher
Board Chair

Monty Hecker,
President

Insurance Provisions

Reviewed & Recommend for Approval
Administrative Services

Jill Abel,
Risk Manager

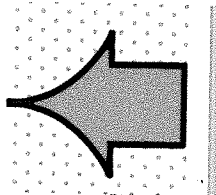
Doug McCoy,
Purchasing Agent

Approved As To Form:
County Counsel

Attest:
Clerk of the Board

Angil Morris-Jones,
County Counsel

Donna Stottlemeyer,
Clerk of the Board of Supervisors



COUNTY OF YUBA
California Security Services, Inc dba Elite Universal Security - Countywide Security Services

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The hours enumerated below are not guaranteed but represent the COUNTY'S best estimate of the level of services identified at the five facilities (6 work sites to include Courthouse, Superior Court Annex, Government Center, Packard Health and Human Services, Packard Child Support Services, and Packard Peach Tree Clinic). Except for brief rest room breaks, posts shall be staffed continually to the extent indicated herein. Requirements for substitute guards for relief periods, breaks, lunch periods, training, sickness, etc. are not reflected in the hour estimates that follow. CONTRACTOR is solely responsible for determining and providing these substitute personnel as needed. COUNTY will not allow any variance in compensation to allow for such continuous staffing requirement. Accordingly, the determination of total hour requirements for the performance of all services herein specified is the sole responsibility of the CONTRACTOR.

A.1.1. Yuba County Courthouse. CONTRACTOR is to provide security guard services for the Courthouse located at 215 Fifth Street, Marysville, as directed by the Yuba County Sheriff or his/her designee.

- a. Normal Work Day: Two guards during hours of 7:30 am to 5:30 pm, Monday through Friday, less Court holidays.
- b. Scheduled evening public meetings, less holidays.
- c. Non-scheduled evening and weekend requirements: It may be necessary to provide guard services outside the normal work day or scheduled evening meetings for special events or in the event of an emergency.
- d. Ensure all incoming persons pass through the metal detector and that hand-carried items are screened by the X-ray machine (provided by Yuba County Superior Court) to prevent introduction of weapons into the Courthouse. Weapons include any firearm, knife, blade, cutting, or stabbing instrument.
- e. Before opening and after closing the lobby entrance, check the building for contraband, unauthorized persons and the integrity of exterior door locks.
- f. Additional services may be required at the discretion of the Point of Contact as indicated in C.8.2.

A.1.2. Superior Court Annex. CONTRACTOR is to provide security guard services for the Superior Court Annex located at 120 Fifth Street, Marysville, as directed by the Presiding Judge of the Yuba County Superior Court or his/her designee.

- a. Normal Work Day: One guard during the hours of 8:00 am to noon and 1:00 pm to 5:00 pm, Monday through Friday, less court holidays. Ensure all incoming persons and hand-carried items are screened by hand-held metal detectors to prevent the introduction of weapons into the Annex.
- b. At the time of opening and immediately before closing, check the building for contraband, and the status of exterior door locks.

- c. Additional services may be required at the discretion of the Point of Contact as indicated in C.8.2.

A.1.3. Yuba County Government Center. CONTRACTOR is to provide security guard services for the Yuba County Government Center located at 915 Eighth Street Marysville, as directed by the Director of Administrative Services or his/her designee. Security services shall be provided as follows:

1. At evening Board Meetings generally occurring on the first Tuesday of the month at 6:00 p.m. according to the Board Agenda in Attachment F. COUNTY will provide updated Board Calendars as necessary and with the new calendar year. Duration: Approx. 3 hours
2. LAFCO Meetings the 1st Wednesday of the month. Duration: Approx. 2 hours beginning at 5:30 pm
3. Planning Commission Meetings the 3rd Wednesday of the month Duration: Approx. 3 hours beginning at 5:00 pm
 - a. In addition to the meetings above, daily perimeter check of interior and exterior doors, closing the exterior gated area, as well as clearing the building (including bathrooms and conference rooms) of any unauthorized persons should be done every evening at approximately 5:30 pm or at the conclusion of an evening meeting.
 - b. Two (or more) visits by the mobile patrol each weekday evening / overnight. Any suspicious behavior will be documented and reported. Documentation to include a vehicle license number, name/description of the individual, or other identifying information. Local law enforcement shall be called as deemed appropriate by officer.
 - c. Additional services may be required based upon demand and at the discretion of the Point of Contact indicated in C.8.2; and will be submitted on a meeting request form. A sample of this form is included as Attachment G.

A.1.4. Packard Building, Department of Health and Human Services. CONTRACTOR is to provide unarmed security services for the Social Services Division of the Department of Health and Human Services located at 5730 Packard Avenue, Marysville. An unarmed guard will be provided 24 hours a day, seven days a week.

- a. One unarmed guard will be provided between the hours of 7:30 am and 5:30 pm, Monday through Friday, except designated County holidays, the guard will be posted inside the lobby, roaming as needed.
- b. Standing/Patrolling guard will be required after hours between the hours of 5:30 pm and 7:30 am and twenty-four hours a day on weekends and designated County holidays. Guard is to secure doors, check vehicles, and building perimeter. These guard hours will be shared by Health and Human Services, Department of Child Support Services and Peach Tree Clinic.
- c. Additional services may be required at the discretion of the Point of Contact as indicated in C.8.2.
- d. Guard to be posted at the main public door between 7:30 am and 8:00 am and between 5:00 pm and 5:30 pm.

A.1.5. Packard Building, Department of Child Support Services. CONTRACTOR is to provide unarmed security services for the Department of Child Support Services located at 5730 Packard Avenue, Marysville. One unarmed guard will be provided during administrative hearings in Department Six of Superior Court, as needed.

- a. Hours for administrative hearings in the department or Department Six of the Superior Court Annex, as necessary
- b. Shared Standing/Patrolling Guard as indicated in A.1.4.
- c. Additional services may be required at the discretion of the Point of Contact as indicated in C.8.2.

A.1.6. Services Required at ALL Locations.

- a. Prevent, report, and investigate potential criminal activity, any disorderly conduct, or any suspicious behavior which would cause harm to personnel or loss of property. Request law enforcement back-up as needed.
- b. Assist visitors to the facility in locating departments and offices, both within the facility and elsewhere in the County.
- c. In the event of an emergency, assist responsible County officials and the public in orderly evacuation of the facility.
- d. Conduct periodic public patrols throughout the facility as specified by the facility Point of Contact as indicated in C.8.2 or his/her designee to ensure the safety of persons and protection of property in the facility
- e. Respond to intrusion alarms from our alarm service company.
- f. Perform such other functions as may be necessary in the event of situations or occurrences, such as civil disturbances, attempts to commit sabotage, or other criminal acts adversely affecting the security and safety of the County, its employees, property and general public lawfully in the facility.
- g. Maintain an Activity Log that documents both routine (e.g. time reporting for duty, relief guards, supervisory visits, patrol completion, opening and securing of building) and non-routine (e.g. calls for back-up or assistance, persons denied access to the facility, weapons detected, first aid emergencies, suspicious or unusual behavior) events. The Log shall be neatly maintained, include all the pertinent information (license #, description, etc.) and a computer generated copy will be provided to the applicable Point of Contact as indicated in C.8.2 daily.
- h. Computers that are accessible at the security desks may be used for the security officers reporting.
- i. Calls from COUNTY contracted alarm service will be made to CONTRACTOR. CONTRACTOR is to dispatch as appropriate and call contact the appropriate COUNTY staff as indicated on the Emergency Contact List, to be provided after contract execution.
- j. CONTRACTOR will ensure that each individual guard's work hours for services outlined in Attachment A, Scope of Work will not include any overtime and will remain within 40 hours a week, 8 hours per day for each facility. If an individual guard's schedule exceeds this 40 hours a week, 8 hours per day requirement, COUNTY will only be responsible for paying at the standard guard rate as specified in B.1.1.

A.2 TIME SERVICES RENDERED.

The services will be provided above are to be rendered during the times specified in A.1 above and as required to support evening meetings at the Courthouse, Annex, and Government Center. Services shall also be provided as need and directed by the Point of Contracts (POC's) for each location. POC's are indicated in Attachment C.8.2.

A.2. MANNER SERVICES ARE TO BE PERFORMED.

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

A.3. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all materials, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except for the X-ray machines/metal detectors located at the Yuba County Courthouse and Yuba County Government Center. COUNTY shall provide access to COUNTY computers that are available for CONTRACTOR use.

COUNTY OF YUBA
California Security Services, Inc dba Elite Universal Security - Countywide Security Services

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

B.1.1 COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifteen Dollars and Sixty cents (\$15.60) per guard per hour regular rate for all services as outlined in Attachment A, Scope of Work for the first year of the contract. Rates for subsequent years shall increase to Seventeen dollars and Thirty-Nine cents (\$17.39) in the second contract year and Eighteen Dollars and Seventy One cents (\$18.71) in the third contract year.

B.1.2 COUNTY shall pay CONTRACTOR a contract fee not to exceed Twenty Three Dollars and Forty cents (\$23.40) per guard per hour overtime/additional guard rate for services not detailed in this contract in Attachment A, Scope of Work for the first year of the contract. COUNTY must be notified in advance of such overtime work being conducted, if time permits. Overtime for the purposes of this contract is defined as work conducted by an individual guard that would require the guard's work hours to exceed 40 hours a week, or 8 hours per day AND is a result of a request from the COUNTY for a meeting with more than 8 hours' notice. If notice is less than 8 hours, the Emergency Call-Out rate applies. Rates for subsequent years shall increase to Twenty Six dollars and Eight cents (\$26.08) in the second contract year and Twenty Eight Dollars and Seven cents (\$28.07) in the third contract year.

B.1.3 Twenty Four Dollars and Ninety Six cents (\$24.96) per guard per hour for Emergency Call-Outs not detailed in this contract in Attachment A, Scope of Work for the first year of the contract. Emergency Call-Out for the purpose of this contract is a request from an authorized COUNTY Point of Contact or a representative from our alarm service (differs by building) provider that is made to the CONTRACTOR in response to an emergency where security needs to be deployed immediately with less than 48 hours' notice. Rates for subsequent years shall increase to Twenty Seven dollars and Eighty Two cents (\$27.82) in the second contract year and Twenty Nine Dollars and Ninety Four cents (\$29.94) in the third year.

B.1.4 Holidays rates for services shall be Twenty Three dollars and Forty cents (\$23.40) for recognized Federal holidays for the first year of the contract. There are currently ten holidays per year. Rates for subsequent years shall increase to Twenty Six dollars and Eight cents (\$26.08) in the second contract year and Twenty Eight Dollars and Seven cents (\$28.07) in the third year.

B.1.5 COUNTY shall pay CONTRACTOR a contract fee not to exceed Seven Dollars and no cents (\$7.00) per stop for mobile patrol. CONTRACTOR will provide two (2) mobile patrol checks at the Government Center and the Courthouse per night at no charge to the

COUNTY.

B.1.6 CONTRACTOR shall submit requests for payment to each responsible Point of Contact as indicated in C.8.2 or designee weekly or monthly following provision of services. Each request for payment shall contain details of the number of hours worked and the hourly rate per guard for each location.

A monthly statement of costs for all facilities shall be provided to the COUNTY Purchasing Agent by the fifth of each month following the provision of services.

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

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

COUNTY OF YUBA

California Security Services, Inc dba Elite Universal Security - Countywide Security Services

ATTACHMENT C**OTHER TERMS**

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

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

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

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

C.5 GENERAL REQUIREMENTS. CONTRACTOR shall furnish all labor, uniforms, badges, materials, equipment, transportation, supervision and management, unless otherwise specified herein, required to provide security guard services in accordance with all terms and conditions of this specification.

C.6 BILLING. CONTRACTOR will submit itemized monthly statements to the Purchasing Agent. Separate invoices will be prepared weekly for the Courthouse, Superior Court Annex, Government Center, Department of Health and Human Services and the Department of Child Support Services. The County reserves the right to inspect and audit CONTRACTOR'S billing procedures and records.

C.7 TERMINATION OF CONTRACT.

C.7.1 In the event of a breach of contract by CONTRACTOR, or in the event that CONTRACTOR's actions compromise the integrity or security of the COUNTY, its employees or property, COUNTY reserves the right to immediately terminate the contract.

C.7.2 Under normal circumstances CONTRACTOR shall be given written notice by COUNTY of any failure to perform as specified in the contract. CONTRACTOR will then be given one week to correct the specified deficiencies. Failure to perform or continued non-cooperation on the part of CONTRACTOR may be deemed grounds for termination of this contract upon 48 hours written notice.

C.7.3 COUNTY reserves the right to cancel any contract entered into hereby upon a 30 calendar day written notice to CONTRACTOR.

C.8 CONTRACT ADMINISTRATION.

C.8.1 The Director of Administrative Services or his/her representative is the designated Contracting Officer and is the only COUNTY official authorized to make any changes to this contract.

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

With a copy to:
Office of the County Counsel
County of Yuba
Suite 111
915 8th Street
Marysville CA 95901

C.8.2 The COUNTY has hereby designated the following individuals as Points of Contact:

Yuba County Government Center
915 8th Street, Suite 119
Marysville, CA 95901
POC: Doug McCoy
Telephone: 530-749-7880 or 530-682-8512
Alternate POC: Andrea Armstrong
Telephone: 530-749-7880

Courthouse
 Sheriff's Office
 215 5th Street
 Marysville, CA 95901
 POC: Brandon Barnes
 Telephone: 530-749-7780

Superior Court Annex
 Superior Courts
 215 5th Street
 Marysville, CA 95901
 POC: Bonnie Sloan
 Telephone: 530-740-1626

Packard Avenue – HHS
 Department of Health and Human Services
 5730 Packard Avenue
 Marysville, CA 95901
 POC: John Corniel
 Telephone: 530-749-6449 or 530-635-1712

Packard Avenue – Child Support
 Child Support Services Department
 5730 Packard Avenue
 Marysville, CA 95901 POC: Tina Taylor
 Telephone: 530-749-6023
 Alternate POC: Kathy Brown
 Telephone: 530-749-6035

C.8.3 The Points of Contact may attend CONTRACTOR performance evaluation meetings and are designated to receive and approve CONTRACTOR'S invoices for payment. The Points of Contact are not authorized to change any terms and conditions of the contract. The COUNTY'S Purchasing Agent shall coordinate the COUNTY'S contract administration functions, monitor the CONTRACTOR'S performance to ensure compliance with the terms and conditions of the contract, audit and inspect CONTRACTOR'S records and services, and provide other technical guidance as required. Changes to the scope of work will be made only by the Board of Supervisors and/or Purchasing Agent issuing properly executed change order modifications.

C.9 CONTRACTOR QUALIFICATIONS.

C.9.1 Licensed by the State of California as a private patrol operator.

C.9.2 Maintain a staffed operations / dispatch center with radio communications to assigned guards during all times guards are on duty. Provide a supervisor on immediate standby to respond to calls for assistance or inquiries from guards.

C.10 SECURITY GUARD QUALIFICATIONS.

C.10.1 Must be a high school graduate or possess a GED certificate.

C.10.2 Must be CPR certified.

C.10.3 Must be certified and licensed by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

C.10.4 Must be in physical condition sufficient to fully satisfy the demands of security services per this specification.

C.10.5 Must be able to speak English clearly and distinctly, to hear a normal speaking voice and to write legibly.

C.10.6 For guards staffing locations with x-ray scanner equipment, each guard must be certified by the State to operate such equipment.

C.10.7 Security Guards must not have any of the following:

C.10.7.1 Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity (for a list of crimes constituting moral turpitude, please see C.10.9)

C.10.7.2 Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c).

C.10.7.3 Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.

C.10.7.4 Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).

C.10.7.5 Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving any crime (other than a minor traffic violation) not included in paragraphs 1 through 4, above, for which the Judicial Council of the Court's Emergency & Response Unit ("ERS") has not provided

a written exemption for that conviction or pending charge.

C.10.7.6 Outstanding bench warrant.

C.10.7.7 Failure to appear in court within six (6) months.

C.10.8 In order to obtain a written exemption with respect to subsection C.10.7.6 above, the CONTRACTOR must submit all relevant information relating to the conviction or pending charge (e.g. type of offense, date of conviction, and sentence) to the Senior Manager of ERS. The CONTRACTOR shall not include the name of the employee with this information. After review of the submitted information, the Senior Manager of ERS will notify the COUNTY AND CONTRACTOR in writing if an exemption for that conviction or pending charge will be provided by the Judicial Office of the Courts.

For purposes of these criteria, "conviction" includes a verdict of guilty, a plea of guilty, a plea of *nolo* contendere (no contest) , or a forfeiture of bail in municipal, superior, or federal court regardless of whether sentence is imposed by the court.

C.10.9 The appellate courts have determined that the following crimes are crimes of moral turpitude:

- a. Property Crimes. Arson; auto theft; attempted auto theft; burglary (any degree); attempted burglary; embezzlement; forgery; grand theft; receiving stolen property; theft; and vandalism (felony).
- b. Assaultive Crimes. Assault by force likely to produce grievous bodily injury; assault with deadly weapon; assault with intent to murder; assault with intent to rape; battery of non-inmate by inmate; battery on peace officer; corporal injury to child; discharge a firearm; false imprisonment; robbery; shooting at inhabited dwelling; and spousal battery.
- c. Homicide. Murder; second degree murder; and voluntary manslaughter.
- d. Sex Crimes. Assault with intent to rape; indecent exposure; lewd act on child; pimping and pandering; rape; statutory rape; and sexual battery.
- e. Escape. Escape with or without violence; and evading a peace officer.
- f. Drug Crimes. Maintaining a drug house; possession of heroin for sale; possession of marijuana for sale; sale of drugs; and transportation of controlled substance.
- g. Weapons. Felon in possession of firearm; possession or conspiracy to possess illegal firearm; and possession of deadly weapon with intent to assault.
- h. Other. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.

C.10.10 Educational/Training Requirements.

- a. Satisfactorily completion of the eight-hour course of training in the exercise of the power of arrest as required by subdivision (a) of State of California Business and Professions Code Section 7583.6 and Section

7583.7.

- b. Within thirty days of being assigned to duty under this Agreement, each security guard shall have satisfactorily completed an additional sixteen hours of training in security officer skills required by subdivision (b) of Section 7583.6 of the Business and Professions Code.
- c. Within six months of being assigned to duty under this Agreement, each security guard shall have satisfactorily completed sixteen additional hours of training in addition to that training required by subdivisions (a) and (b) above, for satisfactory completion of a total of forty hours of training.

C.11 PERSONNEL/SECURITY CLEARANCE. Upon award of contract, Contractor shall immediately provide to the Purchasing Agent a list of prospective guards to be assigned to each site prior to the start of service. That list shall include the following information on each prospective employee:

C.11.1 Full legal name and any aliases

C.11.2 Date of Birth

C.11.3 California Driver's License number

C.11.4 Current residence address

C.11.5 Current residence telephone number (or cellular phone if residence number not available)

C.11.6 Copy of the permanent (not temporary) individual State Guard License (Guard Card)

C.11.7 Department of Motor Vehicles driving record

C.11.8 Copy of current CPR training card and certificate

C.11.9 CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check can be conducted at the CONTRACTOR'S expense through the Yuba County Probation Department located at 215 5th Street in Marysville, CA. CONTRACTOR may conduct this security clearance at their own designated facility but must use the COUNTY's reporting ID number to conduct such investigation. This requirement shall apply to any new personnel due to employee turnover.

C.11.10 CONTRACTOR shall provide the same information for each of the prospective employees to be assigned to each COUNTY facility during the term of the contract. All CONTRACTOR'S employees assigned to each COUNTY site shall be

subject to a background security investigation. The cost for each background check shall be paid by the Contractors.

C.11.11 CONTRACTOR must obtain an identification badge from the Yuba County Administrative Services office located at 915 8th Street, Suite 119, Marysville, CA. Each guard and supervisor that is assigned to a COUNTY site must have an identification badge. The COUNTY requires at least 24 hours advance notice prior to the initial assignment to the site. The identification badge shall be carried by each individual guard and supervisor while working at the COUNTY and should not be shared amongst guards. The identification badge shall be deemed property of the COUNTY and the misuse of same shall be grounds for permanent removal of the guard from the site and/or criminal prosecution. The COUNTY reserves the right to deny an identification badge to any guard.

C.12 DRUG AND ALCOHOL FREE WORKPLACE.

C.12.1.1 It is COUNTY policy that COUNTY employees and employees working under contract at COUNTY facilities:

C.12.1.2 Shall not be under the influence of alcohol or drugs while on duty.

C.12.1.3 Shall not possess alcohol or drugs while on COUNTY property or at work locations or in uniform.

C.12.1.4 Shall not sell or provide drugs or alcohol to any person while such employee is on duty.

C.12.1.5 Shall not have their ability to work impaired as a result of the use of alcohol or drugs when reporting for work.

C.12.1.6 All guards shall satisfactorily pass a drug and alcohol screening test at time of initial assignment and upon COUNTY'S request thereafter. The cost of the initial screening shall be paid by CONTRACTOR; subsequent COUNTY-requested screening of a previously screened guard shall be at COUNTY expense. Failure to pass such tests or to agree to submit to testing will result in immediate removal from assignment at COUNTY facilities.

C.12.1.7 Violation of any of the above actions will result in immediate removal of CONTRACTOR's employee from assignment at COUNTY facilities, and repeated offenses may result in termination of the contract.

C.13 TRAINING.

C.13.1 CONTRACTOR shall maintain training records for each employee. Training records shall document all training received, employee's qualifications, permits and certificates of completion. Such records shall be made available to

COUNTY for inspection upon request.

C.13.2 CONTRACTOR shall assure that each security guard receives eight hours of annual practice and review required by subdivision (f) (1) of the State of California Business and Professions Code Section 7583.6.

C.13.3 Guards shall be trained in basic duties at the assigned facility before assuming any post. Such training shall include, but not be limited to, fundamentals of security and safety, building security, human relations and conflict management, crowd control, laws of arrest and who/when to call for backup or assistance, emergency evacuation plans and procedures, use of any special equipment, e.g. metal detector, X-ray machine, radios, etc., and all security, fire and life safety systems at the site, locking and unlocking procedures, location of all COUNTY offices and proper use of COUNTY telephone equipment.

C.13.4 It shall be the responsibility of CONTRACTOR, upon the awarding of the contract, to perform a physical inspection of the sites with the designated Points of Contact. CONTRACTOR shall then, in coordination with the Points of Contact, establish a written set of instructions for guards at each facility.

C.14 UNIFORMS AND GROOMING STANDARDS.

C.14.1 The uniform for guards will be trousers, shirt or blouse with tie, etc. as described and approved by the COUNTY. "Police style" uniforms will not be acceptable.

C.14.2 Guards shall be attired in a clean, neat appearing, well-fitted uniform bearing CONTRACTOR'S identification insignia, and shoes shall be shined and well maintained.

C.14.3 Uniforms, special clothing, equipment, insignias, badges and name tags shall be furnished by CONTRACTOR at no cost to COUNTY or CONTRACTOR'S employees.

C.14.4 Non-standard articles of clothing may not be worn with the guard uniform. Worn, frayed, stained or torn uniforms shall be immediately replaced at CONTRACTOR'S expense, and CONTRACTOR shall provide laundering or dry cleaning of uniforms at no cost to the employee.

C.14.5 CONTRACTOR will provide a written statement of the grooming standards to which the guards will comply.

C.14.6 The COUNTY wishes to project a positive image and believes that the CONTRACTOR and its employees' appearance, attitude, courtesy and job knowledge are influential in creating such an image. No smoking, reading unauthorized material, eating, chewing of gum or tobacco, or poor grooming shall be permitted while guards are in public view. No personal telephone calls will be permitted except in an

emergency, and guards may not engage in non-business conversations or fraternize with members of the public or COUNTY employees while on duty.

C.15 WEAPONS AND USE OF FORCE.

C.15.1 The use of weapons and/or force by guards assigned to any COUNTY site is strictly prohibited. Possession of weapons by guards on the site shall be grounds for immediate and permanent removal of the guard from COUNTY facilities, and repeated offenses may be grounds for termination of the contract. The use of force by a guard beyond that necessary for self-defense and/or the safety of others shall also be grounds for removal of the guard.

C.15.2 Guards shall have normal concern for their own physical safety and should take reasonable precautions not to place themselves in situations which would encourage violence or abuse against either themselves or other persons in the area. However, if threatened, guards may take all reasonable steps necessary to protect themselves and others from injury or harm.

C.15.3 CONTRACTOR shall assume full liability for any use of force by its employees and any other activities not within the best interests of COUNTY.

C.15.4 At CONTRACTOR'S option and with permission of the Point of Contact as indicated in C.8.2 (POC), pepper spray may be carried by guards who have been trained in its use. Liaison/POC may also require the guards to be equipped with handcuffs and be fully trained in their proper use.

C.16 ARREST/DETAINMENT. COUNTY prohibits the use of arrest powers by CONTRACTOR'S employees. When necessary, the proper appropriate law enforcement shall be summoned. No force shall be used by CONTRACTOR'S employees except that are absolutely necessary for self-defense or protection of others in immediate danger. CONTRACTOR'S employees shall always be cooperative with authorized emergency personnel, and shall assist emergency personnel in the performance of their duties. CONTRACTOR'S employees shall surrender their authority to authorized emergency personnel. Contract guard powers of arrest are no greater than those of a private citizen. CONTRACTOR shall assume full liability for any of its employees in the exercise of any police authority.

C.17 COMMUNICATIONS.

C.17.1 CONTRACTOR shall furnish portable radios/GPS enabled cellular phones/devices to guards to provide a means for immediate communications with CONTRACTOR'S operations/dispatch center. In addition, CONTRACTOR shall establish a method, (e.g. radio, cellular phone) whereby Point of Contact as indicated in C.8.2, or other designated COUNTY official, may immediately contact guard when on duty.

C.17.2 Where necessary, COUNTY will provide a telephone for use by the guard to summon assistance or conduct other official business in connection with the performance of duties.

C.18 SUPERVISION.

C.18.1 CONTRACTOR shall provide supervision of guards including a minimum of two unscheduled visits to each site weekly. Visits shall be noted in the Activity Log maintained at each site.

C.18.2 CONTRACTOR'S supervisory personnel shall be available to immediately respond to a guard's request for advice or assistance at all times the guard is on duty.

C.19 DISQUALIFICATION OF GUARD PERSONNEL.

C. 19.1 Disqualification of guard personnel will occur if a violation of any item indicated in section C.10 or subsection thereof at the time of initial employment and further subsequent employment by CONTRACTOR in any work performed under this contract. The arrest and/or conviction for any crime may be cause for reassignment of any of CONTRACTOR'S employees upon request of COUNTY.

C. 19.1 COUNTY reserves the right to require CONTRACTOR to remove any security personnel from duty and have them replaced when a guard's continued employment is deemed by the COUNTY'S Purchasing Agent or his/her designated representative to be contrary to the public interest or inconsistent with the best interests of COUNTY.

C.20 PERFORMANCE EVALUATION MEETINGS. CONTRACTOR'S representative shall meet with the Purchasing Agent, or his or her designee, and the Point of Contacts for each facility on a monthly basis during the first two months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the COUNTY'S Purchasing Agent, but not less than quarterly. A mutual effort will be made to resolve all problems identified during the meetings. A written report of the meeting, prepared by CONTRACTOR'S representative, shall be submitted to the COUNTY'S Purchasing Agent within 7 days of the meeting.

C.21 WORKERS COMPENSATION. CONTRACTOR will maintain in force and full effect Workers Compensation Insurance and will provide COUNTY with a copy of this certificate at contract execution and every renewal period thereafter.

C.22 CONTRACTOR VEHICLE. CONTRACTOR is to provide all items necessary to provide mobile patrol as necessary. This includes vehicle, fuel, GPS, monitoring devices, etc. COUNTY assumes no liability for any damage made to a CONTRACTOR vehicle by any act of nature, disaster, willful or accidental negligence.

C.23 INDEPENDENT CONTRACTORS. No independent contractors will be utilized in

the performance of this contract.

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

C.25 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.26 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

COUNTY OF YUBA
California Security Services, Inc dba Elite Universal Security - Countywide Security Services

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
Suite 119

915 8th Street
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Monty Hecker, President
California Security Services, Inc
dba Elite Universal Street
5548 Feather River Blvd
Olivehurst, CA 95961

COUNTY OF YUBA

California Security Services, Inc dba Elite Universal Security - Countywide Security Services

ATTACHMENT E**INSURANCE REQUIREMENTS**

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

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

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

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

- | | | |
|--|--|---|
| 1. General Liability:
(including operations, products and completed operations, as applicable.) | \$2,000,000 | 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 occurrence 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. CONTRACTORS Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions: | \$1,000,000 | Each occurrence/ \$2,000,000 policy aggregate, including Errors & Omissions if professional services are included under contract. |

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

E.1.4 Other Insurance Provisions.

- A. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations; CONTRACTORS Pollution Liability and/or Asbestos Pollution. No policy shall contain an "Insured v. Insured" exclusion.
 2. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the COUNTY.
- B. The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the CONTRACTOR pursuant to the contract. This coverage may also be provided on the CONTRACTORS Pollution Liability policy.
- C. If General Liability, CONTRACTORS Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:
 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

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

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

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

E.4 WAIVER OF SUBROGATION. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

E.5 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

E.6 SUBCONTRACTORS. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein

COUNTY OF YUBA

California Security Services, Inc dba Elite Universal Security - Countyw

21-2017 Award co... - 32 of 34

ATTACHMENT F

Board Schedule

January	February	March
Jan. 03 6:00 p.m. <i>Cancelled</i>	Feb. 07 6:00 p.m.	Mar. 07 6:00 p.m.
Jan. 09 12:00 p.m. Swearing In	Feb. 14 9:30 a.m.	Mar. 14 9:30 a.m. <i>Cancelled</i>
Jan. 10 9:30 a.m.	Feb. 21 9:30 a.m. <i>Cancelled</i>	Mar. 21 9:30 a.m.
Jan. 17 9:30 a.m. <i>Cancelled</i>	Feb. 28 9:30 a.m.	Mar. 28 9:30 a.m. Reg. <i>Cancelled</i> - Strategic Plan Workshop
Jan. 24 9:30 a.m.		
Jan. 31 9:30 a.m. <i>No Mtg 5th Tues.</i>		
April	May	June
Apr. 04 6:00 p.m.	May 02 6:00 p.m.	Jun. 06 9:30 a.m. <i>Cancelled</i>
Apr. 11 9:30 a.m.	May 09 9:30 a.m. <i>Cancelled</i> - ACWA Conf.	Jun. 13 9:30 a.m.
Apr. 18 9:30 a.m.	May 16 9:30 a.m.	June 20 9:30 a.m.
Apr. 25 9:30 a.m.	May 23 9:30 a.m.	Jun. 27 9:30 a.m.
	May 30 <i>No Meeting 5th Tuesday</i>	
July	August	September
Jul. 04 6:00 p.m. <i>Cancelled</i>	Aug. 01 <i>Cancelled</i> - Nat'l Night Out	Sept. 05 6:00 p.m. <i>Cancelled</i>
Jul. 11 9:30 a.m.	Aug. 08 9:30 a.m.	Sept. 12 9:30 a.m.
Jul. 18 9:30 a.m.	Aug. 15 8:30 a.m. Budget Workshops	Sept. 19 9:30 a.m.
Jul. 25 9:30 a.m.	Aug. 16 8:30 a.m. Cont. Budget Workshops	Sept. 26 9:30 a.m.
	Aug. 22 9:30 a.m.	
	Aug. 29 <i>No Meeting 5th Tuesday</i>	
October	November	December
Oct. 03 6:00 p.m. <i>Cancelled</i>	Nov. 07 6:00 p.m.	Dec. 05 6:00 p.m.
Oct. 10 9:30 a.m.	Nov. 14 9:30 a.m.	Dec. 12 9:30 a.m.
Oct. 17 9:30 a.m. <i>Cancelled</i>	Nov 21 9:30 a.m. <i>No Meeting</i>	Dec. 19 9:30 a.m.
Oct. 24 9:30 a.m.	Nov 28 9:30 a.m. <i>No Meeting</i> CSAC/ACWA	Dec. 26 9:30 a.m. <i>No Meeting</i>
Oct. 31 9:30 a.m. <i>No Mtg 5th Tues.</i>		

**Pursuant to Ordinance Code 2.25.010 "any regular meeting...that falls upon a Holiday or Election day is cancelled.*

There shall be no regular meeting in any work week having 2 County holidays. Section 2.25.020 provides no regular meeting shall be held on the 5th Tuesday in any calendar month.

RCRC Conference Sept. 26-29

ACWA Spring Confr. May 9-12 Monterey, CSAC Annual Confr. Nov 28-Dec 1(Sacramento)/ACWA Fall Confr. Nov 28-Dec 1 (Anaheim)

2017 Holidays - Jan 2 and 16, Feb 20, May 29, July 4, Sept 4, Nov 10, 23 & 24, Dec 25 & 26

ATTACHMENT G

Elite Universal Security

☐ Yuba County Government Center
915 9th Street
Marysville, CA 95901

☐ Other Location:

Security Cancellation Notice

Services are not required on: _____ (date and time)

For: _____ (Meeting Name)

Notification from: _____

Please select one method of notification form below. If this is a last minute cancellation (<24 hours), please call **and** select one method of written notification):

Call Elite 530-749-0280

Spoke with: _____

Date and time: _____

Initials: _____

Fax to Elite 530-741-9194

Date and time: _____

Initials: _____

Emailed Elite:

Monty_h@eliteuniversalsecurity.com

Mike_Hahn@eliteuniversalsecurity.com

Tereasa@eliteuniversalsecurity.com

Date and time: _____

Initials: _____

Elite Universal Security

- ☐ Yuba County Government Center
915 9th Street
Marysville, CA 95901
- ☐ Other Location:

Security Coverage Request

Services are required on: _____ (Date and time)

For: _____ (Meeting Name)

Requesting Department: _____

Contact Person: _____

Please select one method of notification form below. If this is a last minute request (<24 hours), please call **and** select one method of written notification):

Call Elite 530-749-0280

Spoke with: _____

Date and time: _____

Initials: _____

Fax to Elite 530-741-9194

Date and time: _____

Initials: _____

Emailed Elite:

Monty_h@eliteuniversalsecurity.com

Mike_Hahn@eliteuniversalsecurity.com

Tereasa@eliteuniversalsecurity.com

Date and time: _____

Initials: _____

The County of Yuba

County Counsel



TO: Board of Supervisors

FROM: County Counsel, Courtney Abril

SUBJECT: Adopt 2016 Amendment to Yuba County Conflict of Interest Code.

DATE: February 14, 2017

NUMBER: 22/2017

Recommendation

Adopt 2016 Amendment to Yuba County Conflict of Interest Code.

Background: Government Code sections 87300 et seq. require each county to keep a conflict of interest code, which must be reviewed every two years and updated to reflect changes that occur in the organization of county departments. An amendment to the County's conflict of interest code is not effective until it has been approved by the Board.

The County Counsel's office has conducted a survey of all county departments to determine the positions currently allocated, which positions are required to file disclosure forms, and the proper disclosure categories for those positions. Based upon the information provided, an amendment to the conflict of interest code has been prepared and is attached.

Discussion: The law requires that consultants that make or participate in making governmental decisions file under the broadest disclosure category in the agency's conflict of interest code for which the consultant or new position works. The major amendment seen in these 2016 revisions stems from the new definition of "consultant" under FPPC Regulation 2 CCR 18700.3, which became operative July 22, 2015. The new definition of consultant defines consultant as:

An individual who, pursuant to a contract with a state or local government agency: 1) Makes a governmental decision whether to: Approve a rate, rule, or regulation; Adopt or enforce a law; Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval; Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; Grant

agency approval to a plan, design, report, study, or similar item; or Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or 2) A person who serves in a staff capacity with the agency 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 agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

The 2016 amendments also reflect a few positions that have been added or deleted from allocated positions, or where the title of a position has been changed.

Government Code section 87311 requires review of a conflict of interest code to be carried out under procedures, which guarantee to officers, employees, members, and consultants of the agency, and to residents of the County, adequate notice and a fair opportunity to present their views. The Conflict of Interest Code revisions have been noticed as an action item on the Board of Supervisors agenda. Departments were previously notified and their input regarding revisions was sought.

Fiscal Impact: No impact to the general fund.

Committee Action: No committee action required as this is a routine and recurring matter mandated by State statute.

Attachments

22/2017 2016 Amendment to Yuba County Conflict of Interest Code

**CONFLICT OF INTEREST CODE FOR
THE COUNTY OF YUBA
(2016)**

The Political Reform Act of 1974, Government Code Sections 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 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code. The regulation can be incorporated by reference and may be amended by the Fair Political Practices Commission, after public notice and hearings, to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission, along with the attached Appendices in which officers, employees and consultants are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the conflict of interest code of the County of Yuba.

Recognizing that different positions have different levels of power and responsibility, this Conflict of Interest Code establishes categories of disclosure to which positions are assigned based on the scope of their decision making authority. Positions with no significant decision making responsibility are classified as exempt and are not required to file statements under this Code.

The job titles of the officers, employees, and consultants of this governmental entity and the categories to which they are assigned are set forth in **Appendix A** attached hereto and incorporated herein by reference. The specific disclosure and

reporting requirements of each category are set forth in **Appendix B** attached hereto and incorporated herein by reference.

Consultants are also subject to the disclosure requirements of this conflict of interest code. For purposes of the Code and pursuant to Title 2 California Code of Regulations § 18700.3, a "consultant" means an individual who, pursuant to a contract with a state or local government agency: 1) Makes a governmental decision whether to: (A) Approve a rate, rule, or regulation; (B) Adopt or enforce a law; (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval; (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (F) Grant agency approval to a plan, design, report, study, or similar item; (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or 2) Serves in a staff capacity with the agency 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 agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

Pursuant to Government Code § 81008 and 2 California Code of Regulations §18730(b)(4), all designated employees shall file Statements of Economic Interest (FPPC Form 700) with the County of Yuba Clerk before April first of each year. The

Yuba County Clerk shall make the statements available for public inspection and reproduction when appropriate pursuant to Government Code section 81008.

In any event, all County officers, employees and agents are disqualified and shall not make, participate in making or in any way attempt to use his or her official position to influence the making of any governmental decisions, 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, upon such officer, employee or agent, or a member of his or her immediate family.

A copy of the California Code of Regulations shall be available for review at the Yuba County Library.

APPENDIX

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Job Title

Assigned Disclosure Categories

Administrative Services

Administrative Services Officer II	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building Maintenance Technician I/II	5
Buildings & Grounds Supervisor	5,7
Buyer I/II	1
Custodial Supervisor	5
Director of Administrative Services	1
Facilities Manager	5,7,16
Project Manager	1
Senior Building Maintenance Tech	5

Agricultural Commissioner, Weights/Measures

Agricultural Commissioner/Director of Weights & Measures	1
Assistant Agricultural Commissioner/Director of Weights & Measures	1

Assessor

Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Real Property Appraiser I/II/III	1
Transfer Analyst I/II	1

Auditor-Controller

Auditor-Controller	1
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Job Title

Assigned Disclosure Categories

Board of Supervisors

Clerk of the Board of Supervisors	5
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Child Support Services

Attorney I/II/III	1
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Deputy Director of Child Support Services	1
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Director of Child Support Services	1
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Community Development & Services Agency

Administrative Services Manager	1
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Administrative Services Officer	5,6,10 11,15, 16
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Assistant/Associate Engineer	3,4,5, 8,9,10
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Assistant Public Works Director	1
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Assistant Public Works Superintendent	1
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Associate Civil Engineer	3,4,5 8,9,10
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Associate Surveyor	1
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Building Inspector I/II/III	4,7,8
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Code Enforcement Manager	1
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Code Enforcement Officer	1
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County Surveyor	3,5,8 9,10
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Community Development & Services Agency Director	1
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Director of Environmental Health	1
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Engineering Technician I/II	3,5,8 9,10
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Environmental Health Supervisor	1
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Environmental Health Specialist I/II	4
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Environmental Health Specialist III	4,7,8
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Job Title	Assigned Disclosure Categories
Environmental Health Technician	4
Hazardous Materials Specialist I/II/III	4
Hazardous Materials Supervisor	1
Plan Checker I/II	4,7,8
Planner I/II/III	1
Principal Engineer	3,4,5 8,9,10
Principal Planner	1
Project Manager	1
Public Works Director	1
Public Works Project Manager	5,7,16
Public Works Superintendent	1
Senior Civil Engineer	3,4,5, 8,9, 10
Supervising Building Official	4,7,8

County Administrator

Assistant County Administrator	1
Communications & Legislative Affairs Coordinator	1
Deputy County Administrator/Emergency Services	1
Deputy County Administrator	1
Emergency Operations Manager	1
Emergency Operations Planner	1
Management Analyst I/II	1
Principal Management Analyst I/II	1

County Clerk/Recorder

County Clerk/Recorder	1
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Job Title Assigned Disclosure Categories

County Counsel

Chief Deputy County Counsel	1
Deputy County Counsel I/II/III	1
Legal Services Coordinator	1

District Attorney

Chief Deputy District Attorney	1
Chief District Attorney Investigator	1
Deputy District Attorney I/II/III	1
Legal Services Supervisor	5

Health and Human Services

Deputy Director of Health & Human Services	1
Director of Health & Human Services	1
Health & Human Services Program Manager	1
Health Administrator	1
Health Officer	1
Project Manager	1
Veterans' Services Officer	1

Human Resources and Organizational Services

Assistant Human Resources Director	1
Human Resources Director	1

Information Technology

Chief Information Officer	1
Information Technology Analyst I/II	15
Information Technology Manager	10, 15,16
Information Technology Supervisor	10,15

Job Title	Assigned Disclosure Categories
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Information Technology Support Technician I/II	15
Senior Accounting Technician	10, 11,15
Senior Information Technology Analyst	15

Probation

Administrative Services Manager	1
Administrative Services Officer I	5,6,10 11,15, 16
Administrative Technician	1
Assistant Chief Probation Officer	1
Chief Probation Officer	1
Clinical Social Worker I/II	1
Deputy Superintendent	1
Kitchen Supervisor	5
Probation Program Manager I	1
Senior Deputy Probation Officer	1
Senior Victim Witness Advocate	5
Supervising Deputy Probation Officer	1
Superintendent of Institutions	1
Victim Witness Program Manager	1

Public Guardian

Deputy Public Guardian	1
Public Guardian/Conservator	1

Job Title

Assigned Disclosure Categories

Sheriff/Coroner/Public Administrator

Accounting Technician	5,6,10 11
Commissary Coordinator	5,6,10
Correctional Maintenance Technician I/II	5
Correctional Food Services Supervisor	5
Correctional Lieutenant	1
Evidence Technician	1
Sheriff/Coroner	1
Sheriff's Captain	5
Sheriff's Civil Service Associate	1
Sheriff's Financial Manager	5,6,10 11
Sheriff's Lieutenant - Corrections	1
Sheriff's Lieutenant - Operations	1
Senior Accounting Technician	5,6,10
Supervising Animal Care Services Officer	5,6,10
Undersheriff	1

Treasurer/Tax Collector

Administrative & Accounting Supervisor	1
Assistant Treasurer & Tax Collector	1
Senior Accounting Technician	1

Miscellaneous

Consultants	19
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**COUNTY OF YUBA
CONFLICT OF INTEREST CODE
APPENDIX "B"**

DISCLOSURE CATEGORIES

Disclosure Category

- 1 All investments and business positions in business entities, sources of income and interests in real property within County of Yuba and within two miles of the exterior boundaries of Yuba County.
- 2 Investments and business positions in business entities, and all source of income.
- 3 Interests in real property.
- 4 Investments and business positions in, and income (including gifts or loans) from business entities or individuals who are subject to regulation, inspection or licensing by the County of Yuba.
- 5 Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment or machinery of the type used in the designated employee's department.
- 6 Investments and business positions in, and income from entities which are vendors, Book outlets, or providers of business services.
- 7 Investments and business positions in business entities and income from sources engaged in construction, building, or material supply.
- 8 Investments and business positions in business entities and income from sources engaged in construction, land development, or the acquisition or sale of real property.
- 9 Investments and business positions in, and income from sources engaged in, the construction of public works projects.
- 10 Investments and business positions in business entities and income from business entities of the type providing bids, supplies, vehicles and equipment.
- 11 Investments and business positions in business entities which provide training, services, or facilities of the type utilized by the County.
- 12 Investments and business positions in business entities and sources of income which provide services and supplies of the type used in emergency services coordination and training activities.

- 13 Investments and business positions in, and income from, union pension funds that may be affected by the outcome of negotiations involving monetary settlements and employer-employee memorandums.
- 14 Investments and business positions in, and income from entities providing medical, health, mental, or social services or facilities for such purposes of the type used or provided by the County.
- 15 Investments and business positions in, and income from, business entities supplying or manufacturing electronic equipment, supplies or services of the type utilized by the County.
- 16 Investments and business positions in, and income from business entities providing supplies, services, equipment or machinery of the type used by the County.
- 17 Investments and business positions in, and income from employment agencies or entities which provide employment training or pre-employment services. Services include, but are not limited to, testing, training, consulting, job classification studies and salary surveys.
- 18 Investments and positions in, and income from, business entities which are of the type to provide any of the various types of employee insurance coverage and/or actuarial services.
- 19 The County Administrator shall determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
- 20 All investments and positions in business entities within Yuba County held during the previous two years which have done business with an entity currently under civil investigation by the Grand Jury; and income from individuals who are employees of the County and/or entities under investigation; and all interests in real property.

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: Hold public hearing, waive reading, and introduce ordinance repealing and reenacting as amended Chapter 8.80 of the Yuba County Ordinance Code relating to Shooting Restrictions in the unincorporated area of the County of Yuba. (Ten minute estimate)

DATE: February 14, 2017

NUMBER: 24/2017

Recommendation

Hold public hearing, waive reading, and introduce ordinance repealing and reenacting as amended Chapter 8.80 of the Yuba County Ordinance Code relating to Shooting Restrictions in the unincorporated area of the County of Yuba.

Background

On July 21, 2015, the Board of Supervisors adopted the Yuba County Development Code that overhauled and renamed zoning districts within the unincorporated area of Yuba County. With the resulting newly named zoning districts, the zoning districts referenced in Chapter 8.80 Shooting Restrictions became outdated and inaccurate.

Discussion

Staff has updated the referenced zoning in Chapter 8.80 with updated zoning districts thus making the ordinance enforceable from a law enforcement perspective. In reviewing the remainder of the ordinance, staff recommends removing an exception allowing shooting in "designated areas" of County parks to ban shooting in any County and/or special district park, which is current practice. Staff lastly recommends removing Section 8.80.050 Hammon Grove residential area because it allows shooting in the Hammon Grove Park and inconsistently prohibits shooting in a neighboring rural residential subdivision.

Fiscal Impact:

None

Attachments

24/2017 Chapter 8.80 Shooting Ordinance
24/2017 Corrections – Blue line version

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA
DOES ORDAIN AS FOLLOWS:**

SECTION 1.

This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

SECTION 2.

Section 8.80.015 of Chapter 8.80 of Title VIII of the Yuba County Ordinance Code is hereby repealed and reenacted as amended and set forth herein.

CHAPTER 8.80 - SHOOTING RESTRICTIONS

8.80.010 Prohibition
 8.80.015 Definitions
 8.80.020 Parks
 8.80.030 Urban & Rural Areas
 8.80.040 Reserved
[8.80.050 Hammon Grove Residential Area](#)
 8.80.0650 Highways
 8.80.0760 Severability

8.80.010. - Prohibition.

Except in the defense of life or property and except as otherwise provided in this Chapter, it shall be unlawful for any person to discharge any firearm, compressed air or gas operated weapon, bow and arrow, crossbow, or other deadly or dangerous weapon anywhere within or over those unincorporated areas of the County of Yuba described in this Chapter.

8.80.015. - Definitions.

(a) *Designated areas* are defined to refer to those areas designated by a public entity or by a lessee of a public entity on which are allowed certain of the activities provided by this Chapter.

(b) *Rural area* includes the unincorporated area of the County of Yuba, which is not included in urban areas as herein defined.

(c) *Urban area* includes all areas or portions of Yuba County designated by [R1, R2, R3, C or MIRE, RS, RM, RH, GC, CMX, NMX, DC, EC, IC, IG, IL PF, SP, and PD](#) zoning.

8.80.020. - Parks.

~~Except in designated areas,~~ The restrictions of Section 8.80.010 shall apply to all County and Special District owned and/or leased parks and park like areas and any future parks or recreation areas under the jurisdiction and control of the County.

8.80.030. - Urban and rural areas.

(a) Except in designated areas, and except that the shooting of a bow and arrow is allowed on private property at a targeted backstop consisting of at least three bales of straw, or the equivalent thereof, with the permission of the owner or tenant and providing that the shooting of an arrow upon, over or across any adjoining property without the permission of the owner or tenant is prohibited, the restrictions of Section 8.80.010 shall apply to urban areas as defined in this chapter.

(b) In rural areas, it is unlawful for any person, other than the owner, person in possession of the premises, or a person having the express permission of the owner or person in possession of the premises, to hunt or to discharge any firearm or other deadly weapon within 150 yards of any occupied dwelling house, residence, or other building or any barn or other outbuilding used in connection therewith. The 150-yard area is a "safety zone."

8.80.040. - Reserved.

~~8.80.050. - Hammon Grove residential area.~~

~~Except in designated areas, the restrictions of Section 8.80.010 shall apply to the following described property:~~

~~All that portion of Sections 22 and 23, Township 16 North, Range 5 East, M.D.B. & M. described as follows:~~

~~Beginning at a point where the center line of State Highway 20, as shown on Sheet 4 of 10 of the Right-of-way Plans for said highway dated May 22, 1962, on file in the Yuba County Public Works Department, intersects the east 1/16 line of Section 23 of said Township and Range and thence from said Point of Beginning, south along said 1/16 line of Section 23 to intersection with the Official Meander line of the Right Bank of the Yuba River; thence, along said meander line of the right bank of the Yuba River westerly and southwesterly through Sections 23 and 22 to the intersection with the south line of Section 22; thence westerly along said south line 565.6 feet more or less to the southwest corner of said Section 22; thence, northerly along the westerly line of said Section 22 to the west ¼ corner of said Section; thence, continuing northerly along the westerly line of said Section 22, a distance of 211.80 feet more or less to the intersection with centerline of State Highway 20; thence, easterly along said centerline 2,897 feet more or less to Station 4 + 11.19 as shown on the aforementioned right-of-way map for State Highway 20 thence, leaving said centerline N 4;deg; 41' 30" E 50.00 feet to the southwest corner of parcel No. 1 of parcel map #2.16 filed in Book 13 of Maps at page 49 Yuba County Records, thence following the northerly boundary of said parcel map the following courses and distances:~~

~~N73;deg;55'43"E 367.56 feet~~

~~N88;deg;34'13"E—196.13 feet~~

~~N69;deg;04'16"E—351.37 feet~~

~~S71;deg;07'14"E—268.35 feet~~

~~N75;deg;24'56"E—901.55 feet~~

~~N72;deg;58'43"E—233.24 feet~~

~~S35;deg;39'40"E—395.63 feet to the westerly line of Section 23; thence continuing S35;deg;39'40"E—500 feet more or less to the centerline of State Highway 20, thence easterly along the centerline of said State Highway 20, 3689 feet more or less to the point of beginning and there terminating.~~

~~Excepting from the above, the portion thereof lying within the boundaries of "Hammon Grove Recreation Area" being a portion of Section 22, Township 16 North, Range 5 East, Mount Diablo Base and Meridian described as follows:~~

~~Beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S74;deg;10'50"W, 1622.47 feet; thence from said point of beginning along a curve to the right with a radius of 4450 feet, through an angle of 3;deg;20'34" a distance of 259.62 feet (the chord of which bears S86;deg;58'47"E, 259.61 feet); thence along the southerly right of way line of said State Highway S85;deg;18'30"E, 766.98 feet; thence S23;deg;51'15"W, 74.98 feet; thence S52;deg;02'45"W 559.05 feet; thence S69;deg;12'30"W 309.70 feet; thence N23;deg;41'30"W 653.92 feet to the point of beginning.~~

8.80.0560. - Highways.

Pursuant to the authority of Government Code § 25840, the restrictions of Section 8.80.010 shall apply to the firing and discharge of firearms on or into the following described highways of this County. The term "highways" as used in this Section shall mean a way, street or road of whatever nature within the unincorporated area of the County publicly maintained and opened to the use of the public and which is included in a ten-foot wide strip measuring 50 feet from both sides of the centerline of such highway. "Highway" shall not include any such way under the jurisdiction of the Federal Government.

8.80.0670. - Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to

that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

SECTION 3.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REENACTING AS AMENDED CHAPTER 8.80
OF THE YUBA COUNTY ORDINANCE CODE RELATING TO SHOOTING
RESTRICTIONS IN THE UNINCORPORATED AREA OF THE COUNTY OF YUBA**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on ____th day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By:  _____

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA
DOES ORDAIN AS FOLLOWS:**

SECTION 1.

This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

SECTION 2.

Chapter 8.80 of Title VIII of the Yuba County Ordinance Code is hereby repealed and reenacted as amended and set forth herein.

CHAPTER 8.80 - SHOOTING RESTRICTIONS

8.80.010 Prohibition
8.80.015 Definitions
8.80.020 Parks
8.80.030 Urban & Rural Areas
8.80.040 Reserved
8.80.050 Highways
8.80.060 Severability

8.80.010. - Prohibition.

Except in the defense of life or property and except as otherwise provided in this Chapter, it shall be unlawful for any person to discharge any firearm, compressed air or gas operated weapon, bow and arrow, crossbow, or other deadly or dangerous weapon anywhere within or over those unincorporated areas of the County of Yuba described in this Chapter.

8.80.015. - Definitions.

(a) *Designated areas* are defined to refer to those areas designated by a public entity or by a lessee of a public entity on which are allowed certain of the activities provided by this Chapter.

(b) *Rural area* includes the unincorporated area of the County of Yuba, which is not included in urban areas as herein defined.

(c) *Urban area* includes all areas or portions of Yuba County designated by RE, RS, RM, RH, GC, CMX, NMX, DC, EC, IC, IG, IL PF, SP, and PD zoning.

8.80.020. - Parks.

The restrictions of Section 8.80.010 shall apply to all County and Special District owned and/or leased parks and park like areas and any future parks or recreation areas under the jurisdiction and control of the County.

8.80.030. - Urban and rural areas.

(a) Except in designated areas, and except that the shooting of a bow and arrow is allowed on private property at a targeted backstop consisting of at least three bales of straw, or the equivalent thereof, with the permission of the owner or tenant and providing that the shooting of an arrow upon, over or across any adjoining property without the permission of the owner or tenant is prohibited, the restrictions of Section 8.80.010 shall apply to urban areas as defined in this chapter.

(b) In rural areas, it is unlawful for any person, other than the owner, person in possession of the premises, or a person having the express permission of the owner or person in possession of the premises, to hunt or to discharge any firearm or other deadly weapon within 150 yards of any occupied dwelling house, residence, or other building or any barn or other outbuilding used in connection therewith. The 150-yard area is a "safety zone."

8.80.040. - Reserved.

8.80.050. - Highways.

Pursuant to the authority of Government Code § 25840, the restrictions of Section 8.80.010 shall apply to the firing and discharge of firearms on or into the following described highways of this County. The term "highways" as used in this Section shall mean a way, street or road of whatever nature within the unincorporated area of the County publicly maintained and opened to the use of the public and which is included in a ten-foot wide strip measuring 50 feet from both sides of the centerline of such highway. "Highway" shall not include any such way under the jurisdiction of the Federal Government.

8.80.060. - Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of

Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

SECTION 3.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



Central Valley Regional Water Quality Control Board

**Notice of California Environmental
Quality Act Public Scoping Meetings**

**Evaluation of Ammonia Water Quality Objectives for the Protection of
Aquatic Life in the Central Valley**

NOTICE IS HEREBY GIVEN that staff of the Central Valley Regional Water Quality Control Board ("Central Valley Water Board" or "Board") have scheduled public meetings to discuss and solicit comments and suggestions regarding a proposal to evaluate ammonia water quality objectives for the protection of aquatic life in the Central Valley and to amend the *Water Quality Control Plan for the Tulare Lake Basin and Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (the "Basin Plans") for the control of discharges of ammonia if needed.

The public meetings will be held at the following dates and locations:

RANCHO CORDOVA

Wednesday, March 15, 2017, 1:00 p.m.
Central Valley Regional Water Quality Control Board
Office 11020 Sun Center Drive, Ste. 200
Rancho Cordova, CA 95670

FRESNO

Thursday, March 16, 2017, 1:00 p.m.
Central Valley Regional Water Quality Control Board
1685 "E" Street
Fresno, CA 93706-2007

REDDING

Wednesday, March 22, 2017, 1:00 p.m.
Central Valley Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205
Redding, CA 96002

Written comments are due by **March 15, 2017**. Please send comments to Xuan (Shuen) Luo at xuan.luo@waterboards.ca.gov or the above addresses.

Although a quorum of Central Valley Water Board members may be present, the Board will not take any action at these meetings. Recipients of this notice are encouraged to inform others who are interested in ammonia issues in the Central Valley.

The purpose of this early consultation is to solicit input regarding the range of project actions, alternatives, reasonably foreseeable methods of compliance, significant and cumulative impacts, and potential mitigation measures that the Board will need to analyze in the course of developing the potential amendment to the Basin Plans. Public comments will assist the Central Valley Water Board in developing the amendment, which may include the establishment of water quality objectives for ammonia and an implementation program to achieve those objectives.

Following the public meetings, staff will review all written and verbal comments to prepare a draft staff report with recommendations for basin plan amendments, if appropriate.

AVAILABLE SUPPORTING DOCUMENTS

Supporting documents will be available on the Central Valley Water Board website at http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/ammonia_wqos/index.shtml.

You may also receive a paper copy of scoping materials by contacting Xuan Luo, Central Valley Regional Water Quality Control Board, 11020 Sun Center Drive, Ste. 200, Rancho Cordova, CA 95670; (916) 464-4606; or at xuan.luo@waterboards.ca.gov. These materials are also available for inspection at the address above during normal business hours.

CONTACT INFORMATION

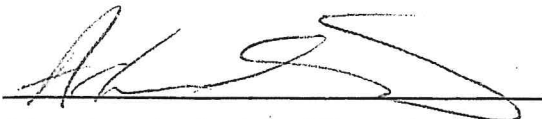
Questions regarding this issue should be directed to Xuan Luo at (916) 464-4606 or xuan.luo@waterboards.ca.gov or to Betty Yee at (916) 464-4643 or betty.yee@waterboards.ca.gov.

To continue receiving notifications regarding Ammonia Water Quality Objectives, you must sign up for the electronic mailing list or complete the attached form to receive copies of notifications through the mail.

Persons wishing to subscribe to the electronic mailing list related to this amendment can do so through our website by clicking on the "Subscribe" button on the right side of our webpage at: http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml
(NOTE: Check the box titled "**Central Valley Ammonia WQOs**")

ACCESSIBILITY

The facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Xuan Luo (916) 464-4606 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.



Adam Laputz, Assistant Executive Officer

1 February 2017

CONTINUED NOTIFICATIONS

To continue receiving notifications regarding the issues in the attached notice, you **must** sign up for the electronic mailing list or complete the form below and return it to:

Xuan Luo
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670

Persons wishing to subscribe to the electronic mailing list can do so through our website by clicking on the "Subscribe" button on the right side of our webpage at:
http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml.

This Continued Notifications only applies to the issues described in the enclosed notices. If you are not interested in these issues, do nothing and you will remain on the basin plan mailing list for future amendments.

Name _____
Affiliation _____
Address _____

Phone Numbers _____
E-mail _____

- _____ Yes, please send notifications to my postal address.
- _____ Yes, please send notifications to my e-mail address.
- _____ I have received multiple paper notifications; please remove duplicates from your database.
- _____ No, I am not interested in these issues but would like to remain on the mailing list.
 - _____ You can send notifications to my e-mail address.
 - _____ Continue sending notifications to my postal address.
- _____ No, I am not interested in Basin Plan Amendments; please remove me from this mailing list.