COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: October 16, 2007

BRIEF SUBJECT/ISSUE DESCRIPTION:
Staff requests the Board to accept Glenn-Colusa Irrigation District's donation of soil for the repair on the "J" Levee.

<table>
<thead>
<tr>
<th>Submitting Department(s):</th>
<th>Planning &amp; Public Works Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Randy Murphy</td>
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<tr>
<td>Phone:</td>
<td>934-6530 x204</td>
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AGENDA PLACEMENT
APPOINTMENT – Appearances by: (Specify Name & Title)
- Dan Obermeyer, Director, P&PWA
- Randy Murphy, Deputy Director, P&PWA
- Bob Johnson, Operations Superintendent, P&PWA

Required: 10 Minutes

LEGAL/PERSONNEL/FISCAL
- County Counsel
- Personnel
- Finance

CLERK INSTRUCTIONS
- Return Minute Order
- Return Certified Copy Of:
- Other:

RECOMMENDED ACTION/MOTION:
Accept the donation of up to 10,000 cubic yards of soil and authorize the Director of Planning & Public Works to sign the Limited Use Agreement.

PUBLIC HEARINGS & COMMITTEE VACANCIES

<table>
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<tr>
<th>Public Hearings:</th>
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<tr>
<td>Published</td>
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<tr>
<td>Affidavit on File w/Clerk</td>
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<tr>
<td>Affected Parties Notified</td>
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</tbody>
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<tr>
<th>Committees:</th>
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<tr>
<td>Vacancy Posted</td>
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<tr>
<td>Application Attached</td>
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LEGISLATION

Bill:#
- Latest Version of Bill
- Draft Letter Attached
- List of Supporters/Opposers
- Statement of Relevance to County Interests
- Description Attached

STATE | FEDERAL

<table>
<thead>
<tr>
<th>FUNDING SOURCE/IMPACT</th>
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<tbody>
<tr>
<td>General Fund Impact</td>
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<tr>
<td>Other: _______</td>
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<tr>
<td>Budgeted</td>
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<tr>
<td>Transfer Attached</td>
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<tr>
<td>4/5ths Vote Required</td>
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<tr>
<td>Contingency Request</td>
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<tr>
<th>CONTRACTS, LEASES &amp; AGREEMENTS</th>
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<tr>
<td>New</td>
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<tr>
<td>Renewal</td>
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<tr>
<td>Amendment</td>
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<tr>
<td>Insurance Certificate</td>
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<tr>
<td>Contract Report</td>
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Date of Original Contract:
Contract No.:
Fiscal Year:

Reviewed By (if applicable):
Personnel Director
Department of Finance
Administrative Representative

cc:
EXECUTIVE SUMMARY
Staff requests the Board to accept Glenn-Colusa Irrigation District's donation of soil for the repair on the "J" Levee.

RECOMMENDATION(S):
Accept the donation of up to 10,000 cubic yards of soil and authorize the Director of Planning & Public Works to sign the Limited Use Agreement.

HISTORY AND BACKGROUND:
Staff has been before your Board in the recent past to discuss the imminent threat of failure of the "J" Levee. This donation will significantly reduce, if not entirely eliminate, any out-of-pocket expense for the County's share of the cost of this project.

FISCAL/PERSONNEL IMPACT(S):
No impact.

ANALYSIS/DISCUSSION
Planning & Public Works staff has secured the necessary soil in order to repair the portion of the "J" Levee that has precipitated the Emergency Declaration considered this date. We encourage the Board to accept this donation of soil and to thank Glenn-Colusa Irrigation District for their cooperation and assistance in reducing the financial impact of this project.
October 8, 2007

Mr. Randy Murphy
Glenn County Public Works Department
777 North Colusa Street
Willows, California 95988

Subject: Agreement to Remove Bank Soil Material

Dear Mr. Murphy:

Attached are two Canal, Lateral and Drain Right-of-Way Limited Use Agreements for the County's execution. Return both executed copies for Glenn-Colusa Irrigation District's signature. A fully executed copy will be returned for your records.

Please contact me should you have questions or concerns.

Sincerely,

[Signature]

William F. Menke
Assistant General Manager

Enclosures
Glenn-Colusa Irrigation District

Canal, Lateral and Drain Right-Of-Way Limited Use Agreement

This Agreement is made by and between Glenn-Colusa Irrigation District (GCID), and the County of Glenn, (Permittee), for the purpose(s) of: Removal of up to 10,000 cubic yards of bank soil material from GCID’s main canal bank for levee repair work.

GCID agrees to allow Permittee access to the canal bank from the Pump Station to Stony Creek for the above stated purpose(s) subject to the following terms and conditions:

1. **Duration:** GCID and Permittee agree this Agreement shall remain in effect for the period, October 15, 2007, through January 15, 2008. This Agreement is at-will and may be terminated, without cause by either party upon written notice.

2. **Waiver, Indemnification and Hold Harmless:** Permittee agrees to be solely responsible, and expressly waives all claims against GCID, for any and all Injuries, damages and claims to persons or property arising out of Permittee’s use of GCID’s canal, lateral, and drain right-of-way areas. Furthermore, Permittee does hereby indemnify, defend, protect and hold safe and harmless GCID, and its directors, officers, agents, employees and insurers, from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys’ fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) which arise from, through or by reason of this Agreement or the Permittee’s use of GCID’s canal, lateral, and drain right-of-way areas under this Agreement.

3. **Insurance Requirements:** Permittee shall obtain general liability insurance with limits of at least $2,000,000 insuring Permittee's activities and use of GCID's canal, lateral, and drain right-of-way areas under this Agreement. GCID and its directors, officers, agents, employees and insurers shall be named as additional insureds. (At least three days prior to any uses permitted hereunder, Permittee shall provide GCID with a certificate of insurance and policy endorsement evidencing the existence of the required insurance coverage.)

3a. Permittee will file with GCID before beginning work, certificates of insurance and policy endorsements satisfactory to GCID evidencing general liability coverage, of not less than $1,000,000 per occurrence for bodily injury personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; requiring 30 days (10
days for non-payment of premium) notice of cancellation to GCID. Any insurance, self-insurance or other coverage maintained by GCID, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give GCID, its directors, officers, employees, or authorized volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by GCID. In the event that the Permittee employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Permittee’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

3b. By their signature hereunder, Permittee certifies that they are aware of the provision of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that they will comply with such provisions before commencing the performance of the work of this Agreement. Permittee and sub-contractors will keep workers’ compensation insurance for their employees in effect during all work covered by this Agreement and shall file with GCID the certificate required by Labor Code Section 3700.

4. Suspension of Activities: Permittee agrees to suspend permitted activities during adverse weather conditions when saturated soils present a safety hazard and could result in damage to the canal, lateral and drain right-of-way areas.

5. Compliance with Regulations: Permittee shall procure and maintain all required licenses, permits, approvals and training necessary to legally conduct the activities stated in this Agreement.

6. District Rules and Regulations: Permittee agrees to comply with GCID rules and regulations as they affect Permittee’s activities.

7. Landowners and Farmers: Permittee shall cooperate fully with landowners and farming operations adjacent to GCID’s canal, lateral and drain right-of-way areas. If access to these areas requires traveling through a landowner’s or farmer’s property, Permittee must first obtain permission from that landowner or farmer.

8. GCID Main Canal Bank Finish Grade: Permittee shall coordinate bank soil material removal work with GCID to ensure the final bank grade is acceptable to GCID.
9. **Vehicle Identification**: The following vehicle(s) will be used by Permittee while conducting the activities covered by this Agreement:

Year: _______________ Make: _______________ License: _______________

Permittee: _______________________

Address: _________________________

Telephone: _______________________

By: _____________________________
    Permittee

Date: ___________________________