

# BOARD OF SUPERVISORS

## AGENDA

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



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

**OCTOBER 28, 2014**

**8:15 A.M. YUBA LEVEE FINANCING AUTHORITY**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.**

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**

A. Community Development and Services

1. (487-14) Receive notice of final map under review pending approval identified as Tract Map 2014-01 Montrose at Edgewater Unit 4 Final Map.

B. Emergency Services

1. (488-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

C. Health and Human Services

1. (489-14) Adopt resolution authorizing Chair to execute counseling and therapeutic services agreements for Child Welfare Services and California Work Opportunity and Responsibility to Kids programs and rescinding Resolution No. 2013-48.
2. (490-14) Approve Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2014-2015 and authorize Chair to execute certification statements.

D. Human Resources and Organizational Services

1. (503-14) Adopt resolution amending the Classification System Basic Salary/Hourly Schedule as it relates to the County Administrator.

IV. **SPECIAL PRESENTATION**

A. (491-14) Present proclamations recognizing Master Gardeners. (Ten minute estimate)

- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **COUNTY DEPARTMENTS**
- A. Community Development and Services
1. (492-14) Approve regionalization of the Housing Authority and adopt resolutions amending Community Development and Service Agency Position Allocation Schedule and Basic Salary Schedule relating to Housing Program Manager and Housing Specialist effective December 1, 2014, and Senior Housing Specialist effect January 1, 2015. (Ten minute estimate)
- B. County Administrator
1. (493-14) Approve agreement with Yuba County Water Agency relating to the Yuba Levee Financing Authority Revenue Bonds, 2008 Series A, and 2008 Series B, for such purposes, approve related actions and authorize Chair to execute. (Ten minute estimate)
  2. (494-14) Approve Yuba County Employee's Association (YCEA) Master Labor Agreement application of benefits, and benefits specific to Unrepresented Management/Confidential and approve amendment to the Classification System-Basic Salary/Hourly Schedule with the approval of the differential pay adjustment for the Confidential classification. (Ten minutes estimate)
  3. (495-14) Adopt resolution authorizing the Issuance of Special Tax Bonds of the County for the County of Yuba Community Facilities District No. 2005-1(Orchard/Montrose Public Improvements) related to Improvement Area "A" of the District, approving and directing the execution of a Fiscal Agent Agreement and approving other related documents and actions.
- VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.
- A. (496-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs and penalties, and recording of lien regarding 3203 Feather River Boulevard, Arboga, (JNK Inc), in the amount of \$30,296.02. (Ten minute estimate)
- B. (497-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs and penalties, and recording of lien regarding 5167 Western Avenue, Olivehurst, (Jagjit Singh Chima), in the amount of \$7,509.05. (Ten minute estimate)
- C. (498-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs and penalties, and recording of lien regarding 5390 Feather River Boulevard, West Linda, (Charles Robert Newton) in the amount of \$11,749.02. (Ten minute estimate)
- VIII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
- A. (499-14) Letter from Mr. Frank Allen regarding Fish and Game Advisory Commission's bylaw relating to prospective commissioners.
- B. (500-14) Notice from California Fish and Game Commission regarding sport fishing regulations for 2015.
- IX. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

X. **CLOSED SESSION:**

- A. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment Health Officer
- B. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA

XI. **ADJOURN**

**Land Use and Public Works Committee** - (Supervisors Abe and Vasquez - Alternate Supervisor Nicoletti)

- A. (501-14) Consider resolution regarding financial assurance for postclosure maintenance and corrective action of Ponderosa Landfill and approving associate revenue agreement - Community Development and Services/Public Works (Ten minute estimate)
- B. (502-14) Consider ordinance repealing and re-enacting Chapter 10.30 regarding requirements of the National Flood Insurance Program and Community Rating System - Community Development and Services Agency/Public Works (Ten minute estimate)

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

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*CONSENT*

*AGENDA*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



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

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

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

**HOUSING AND COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

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

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

DATE: October 28, 2014  
TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: MICHAEL LEE, COUNTY SURVEYOR  
SUBJ: FINAL MAPS UNDER REVIEW PENDING APPROVAL

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## NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:

### **Tract Map No. 2014-0001, Montrose at Edgewater Unit 4 for Woodside 05N, LP a California Limited Partnership Successor by merger to Woodside Montrose, Inc., a California Corporation**

This map, consisting of 3 sheets, is a subdivision of the 7.29 acre Lot A as shown on the map of Montrose at Edgewater Unit 2, filed in Book 90 of Maps, pages 13-16. As part of the approval of TSTM 2003-0038, Montrose at Edgewater, this lot was intended to serve as a school site. After the approval, Marysville Joint Unified School District decided not to pursue the site and is now being subdivided into 24 residential lots and a 0.34 acre landscape strip fronting along Linda Avenue and Griffith Avenue.

The property is located at the southwest corner of Linda Avenue and Griffith Avenue.

Offers of dedication to be accepted include interior roads, public service and landscape easements and the landscape strip.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2014-0001.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

  
\_\_\_\_\_  
for  
Michael Lee, County Surveyor

**OWNERS STATEMENT:**

THE UNDERSIGNED AS HOLDERS OF THE RECORD TITLE INTEREST OF THE HEREIN SUBDIVISION, HEREBY CERTIFY TO THE PUBLIC THAT THE HEREIN MAP IS A TRUE AND CORRECT MAP OF THE HEREIN SUBDIVISION, AND HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

- IN FEE SIMPLE TO THE COUNTY OF YUBA THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS LOGCHARDSON DRIVE AND DUMBERY DRIVE.
- IN FEE SIMPLE TO THE COUNTY OF YUBA LOT "A" FOR LANDSCAPE AND PEDESTRIAN CORRIDORS AND PUBLIC UTILITY PURPOSES.
- EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTRICALS, TRAFFIC CONTROL DEVICES, WATER AND GAS LINES AND FOR ENGINEERING AND SURVEYING PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 22 FEET IN WIDTH OR OTHERWISE INDICATED LYING CONTIGUOUS TO THE PUBLIC DRIVES AND STREETS SHOWN HEREON AND DESIGNATED "PUBLIC SERVICE EASEMENT" (P.S.E.).
- EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAIN PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "STORM DRAIN EASEMENT" (S.D.E.).
- EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTRICALS, TRAFFIC CONTROL DEVICES, WATER AND GAS LINES AND FOR ENGINEERING AND SURVEYING PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND TO CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES OR BRUSH, SAID EASEMENT IS TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND THINGS OF ANY KIND, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 22 FEET IN WIDTH OR OTHERWISE INDICATED LYING CONTIGUOUS TO THE PUBLIC DRIVES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- EASEMENTS FOR PEDESTRIAN WALKWAYS, PLANTING AND MAINTENANCE OF TREES, SHRUBBERY AND OTHER LANDSCAPING, TRAFFIC CONTROL DEVICES AND SIGNS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 12 FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC DRIVES AND DESIGNATED "LANDSCAPE EASEMENT" (L.S.E.).
- EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOT "A" AS SHOWN HEREON AND DESIGNATED "2' WALL ACCESS AND MAINTENANCE EASEMENT".

**WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP, SUCCESSOR BY MERGER TO WOODSIDE MONTROSE, INC., A CALIFORNIA CORPORATION**

BY: **MICHAEL KITCHELL, AUTHORIZED AGENT** **WOODSIDE 05N, LP**  
111 WOODMERE DRIVE, SUITE 190  
FOLSOM, CA 95630  
PH: (916) 608-9900

**NOTARY STATEMENT:**

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_ 2014, BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME, ON THE BASIS  
OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES I HAVE SUBSCRIBED  
TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HIS/HER/THEY EXECUTED  
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF  
WHICH THE PERSON(S) ACTED EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_  
COUNTY \_\_\_\_\_

MY COMMISSION NO. IS \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**MONTROSE AT EDGEWATER UNIT NO. 4**

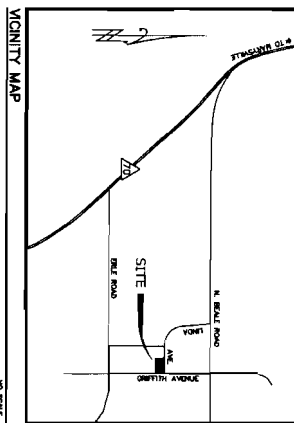
YUBA COUNTY TRACT NO. 2014-0001

ALL OF LOT "A" AS SHOWN ON "THE MONTROSE AT EDGEWATER UNIT NO. 2"  
AND FILED IN BOOK 90 MAPS 13-16, AND BEING A PORTION OF EAST 1/2, OF THE  
SOUTHEAST 1/4 OF SECTION 28, T. 15 N., R. 4 E., M.D.M.,  
YUBA COUNTY, STATE OF CALIFORNIA

NOVEMBER 2014

**BAKER WILLIAMS ENGINEERING GROUP**

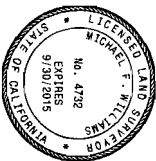
SHEET 1 OF 3

**SURVEYOR'S STATEMENT:**

THIS FINAL MAP ENTITLED "TRACT MAP NO. 2014-0001 MONTROSE AT EDGEWATER UNIT NO. 4" WAS PREPARED BY ME, \_\_\_\_\_ SURVEYOR, IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP, IN FEBRUARY, 2014. I HEREBY STATE THAT THIS FINAL MAP IS TRUE AND COMPLETE AS SHOWN AND SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET OUT AND MAINTAINED BY THE GRANTEE OR HIS/HER/THEIR SUCCESSORS, AND THAT THE SURVEY DECEMBER 31, 2015 AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

**MICHAEL F. WILLIAMS, L.S. 4732**  
EXPIRES - 9/30/2015

DATE \_\_\_\_\_

**COUNTY SURVEYOR'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF "TRACT MAP NO. 2014-0001 MONTROSE AT EDGEWATER UNIT NO. 4" THAT THE MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

**MICHAEL GLENTEE, L.S. 7853**  
COUNTY SURVEYOR, YUBA COUNTY  
EXPIRATION DATE: 12/31/2014

DATE \_\_\_\_\_

**TRACT MAP APPROVAL AND DEDICATION STATEMENT:**

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.445, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINDS THE FINAL MAP TO BE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2014-0001.

THE UNDERSIGNED OFFICER ALSO ACCEPTS ON BEHALF OF THE PUBLIC THE IRREVOCABLE OFFER OF DEDICATION OF ITEMS "A", "B", "C", "D", "E", "F", AND "G" AS STATED IN THE HEREON OWNERS STATEMENT.

SHOULD THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH PROPERTY WAS DEDICATED IN FEE SIMPLE NO LONGER EXISTS, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, THE COUNTY OF YUBA SHALL RECONVEY THE ABOVE DESCRIBED PROPERTY TO THE GRANTEE, WHOSE CURRENT ADDRESS IS

WOODSIDE 05N, LP  
111 WOODMERE DRIVE, SUITE 190  
FOLSOM, CA 95630  
OR TO THE SUCCESSORS IN INTEREST PURSUANT TO GOVERNMENT CODE SECTION 66417.3.

**MICHAEL GLENTEE, L.S. 7853**  
COUNTY SURVEYOR, YUBA COUNTY  
EXPIRATION DATE: \_\_\_\_\_

DATE \_\_\_\_\_

TOTAL AREA IN SUBDIVISION 7.296 AC.  
AREA IN LOTS 6.404 AC.  
AREA IN ROW (IN FEE) 0.892 AC.

**NOTE:**

A STATEMENT OF TAX STATUS AND ADDITIONAL INFORMATION DOCUMENT FOR TM 2014-0001 FOR WOODSIDE 05N, LP CONTAINING INFORMATION NOT INTENDED TO EFFECT RECORD TITLE INTEREST BUT WHICH REFLECTS CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP ARE BEING CONCURRENTLY RECORDED AT DOC. NO. 2014R-\_\_\_\_ OFFICIAL RECORDS OF YUBA COUNTY.

**RECORDERS STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 AT \_\_\_\_\_ M. O'CLOCK IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF BAKER WILLIAMS ENGINEERING GROUP.

**TERRY A. HANSEN**  
YUBA COUNTY RECORDER

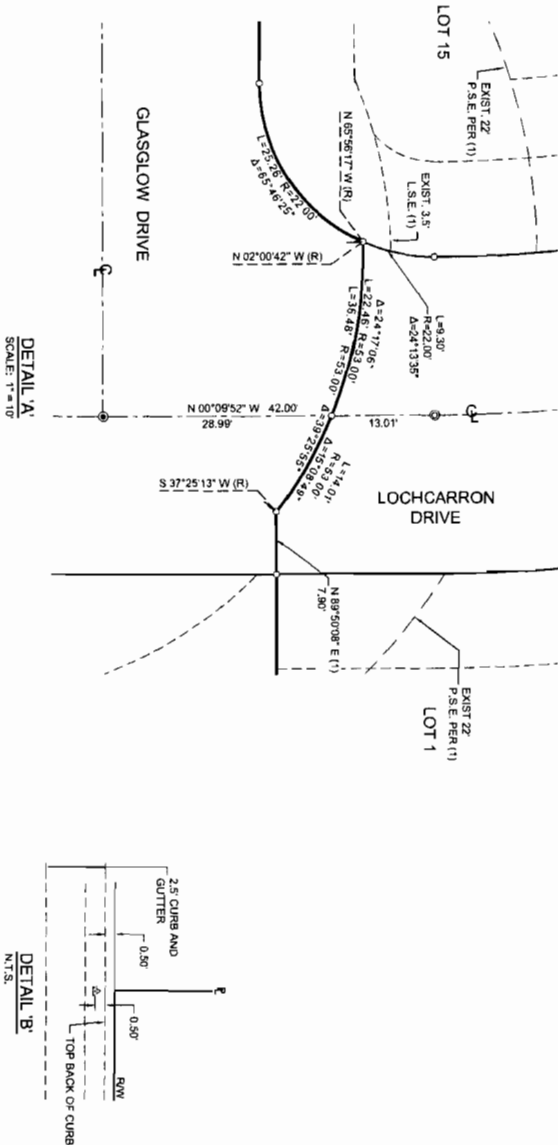
DOCUMENT NO. \_\_\_\_\_

BY: \_\_\_\_\_

FEE \_\_\_\_\_

SHEET 1 OF 3

CURVE TABLE			
Curve #	Length	Radius	Chord Direction
C1	39.38	180.00'	S 5°48'48" E
C2	18.05	180.00'	S 9°10'26" E
C3	21.33	180.00'	S 7°54'23" E
C4	15.61	27.00'	S 17°02'56" W
C5	15.61	27.00'	N 73°16'27" E
C6	6.76	27.00'	N 63°53'14" E
C7	8.65	27.00'	N 80°25'55" E
C8	15.61	27.00'	S 73°36'10" E
C9	3.54	53.00'	S 7°49'33" E
C10	15.61	27.00'	N 16°43'33" W
C11	2.47	27.00'	N 30°39'51" W
C12	13.14	27.00'	N 14°06'10" W
C13	37.33	180.00'	N 6°05'20" W
C14	46.48	1,020.00'	S 88°11'09" E
C15	18.21	980.00'	N 87°24'45" W
C16	17.46	965.00'	N 87°23'55" W
C17	47.01	1,035.00'	S 88°10'53" E
C18	41.48	200.00'	N 87°08'20" W
C19	43.75	200.00'	S 5°48'48" E



## MONTROSE AT EDGEWATER UNIT NO. 4

YUBA COUNTY TRACT NO. 2014-0001  
ALL OF LOT 1A, AS SHOWN ON "THE MONTROSE AT EDGEWATER UNIT NO. 2"  
AND FILED IN BOOK 90 MAPS 13-16, AND BEING A PORTION OF EAST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 28, T. 15 N., R. 4 E., M.D.M.,  
YUBA COUNTY,  
NOVEMBER 2014  
STATE OF CALIFORNIA  
SCALE: 1" = 50'  
BAKER WILLIAMS ENGINEERING GROUP  
SHEET 2 OF 3

### LEGEND:

- P.S.E. PUBLIC SERVICE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- (R) RADIAL BEARING
- o DIMENSION POINT
- FOUND 3/4" I.P. W/ CAP STAMPED "L.S. 4732" PER (1)
- SET 2" BRASS DISK STAMPED "L.S. 4732"
- IN STANDARD MONUMENT WELL
- SET 3/4" REBAR W/ PLASTIC CAP STAMPED "L.S. 4732"
- FOUND 2" BRASS DISK PER MONTROSE AT EDGEWATER UNIT NO. 2 90 MAPS 13-16
- SET 3/4" REBAR W/ PLASTIC CAP STAMPED "L.S. 4732"
- 2.0' FROM REAR PROPERTY CORNER
- SET 3/4" REBAR AT ALL BACK LOT CORNERS.
- SET 1" BRASS DISK STAMPED "L.S. 4732" IN CURB AS WITNESS CORNER 0.5' INTO STREET AND ON A PROJECTION OF PROPERTY LINE. (SEE DETAIL 'B' THIS SHEET)
- RECORD PER MONTROSE AT EDGEWATER UNIT NO. 2 90 MAPS 13-16
- RECORD PER MONTROSE AT EDGEWATER UNIT NO. 3 95 MAPS 8-11

### NOTES:

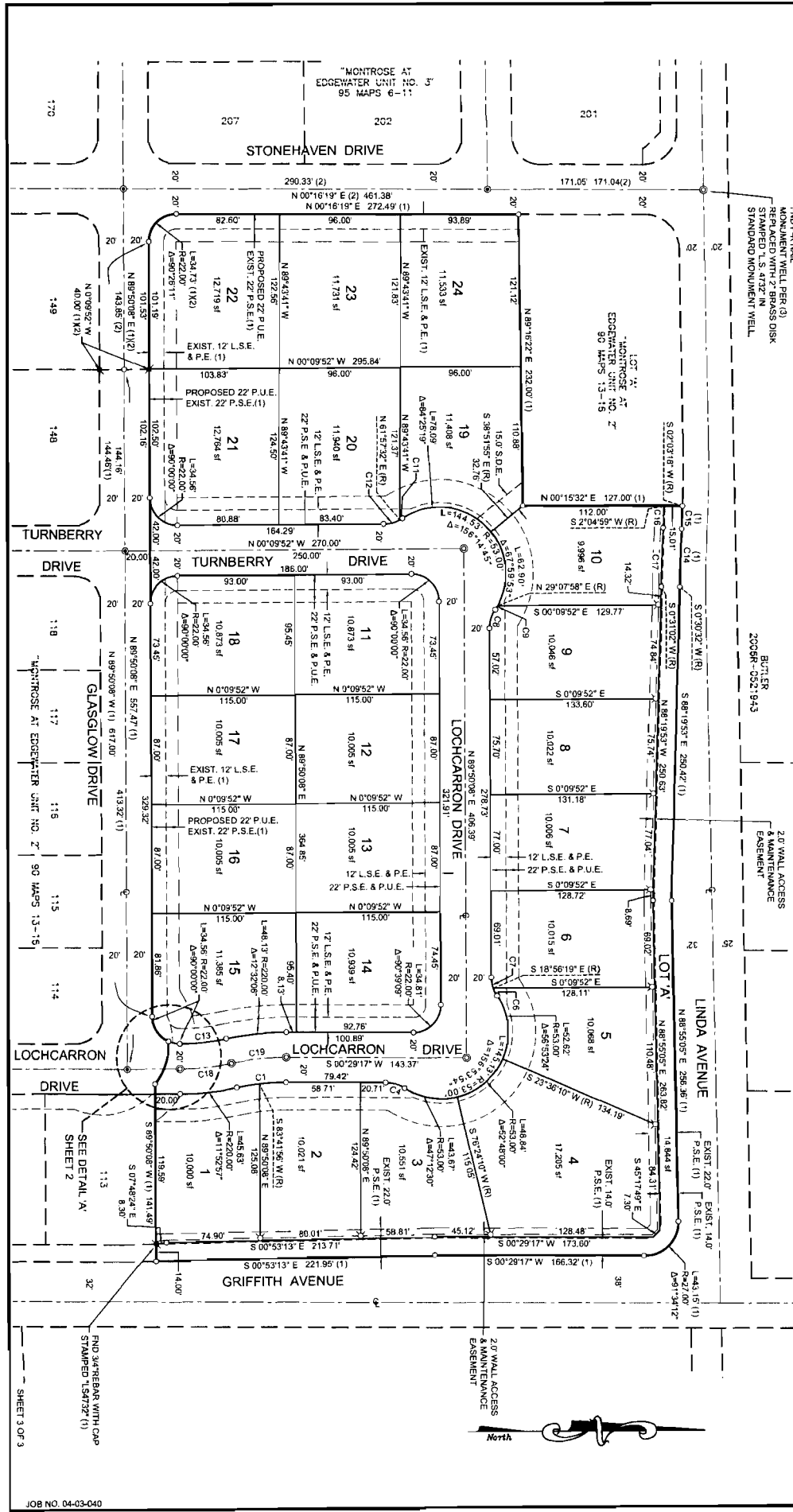
- THIS PROPERTY CONTAINS 7.296 ACRES WITH 24 SINGLE FAMILY LOTS AND 1 LETTERED LOT.
- A SOIL REPORT FOR THIS SUBDIVISION WAS PREPARED BY EARTHTECH LTD. ON MAY 12, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION AT THE OFFICE OF THE YUBA COUNTY BUILDING INSPECTOR.
- DUE TO ROUNDING THE SUM OF DISTANCES AND ANGLES MAY NOT EQUAL THE TOTAL LENGTH OR ANGLES WITHIN 0.02' OR 0.05'.
- THIS PROPERTY IS SUBJECT TO AN AVIATION AND NOISE EASEMENT PER INSTRUMENT NO. 2005R-022981.
- THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED AND THE PORTION OF THE MONTROSE AT EDGEWATER UNIT NO. 2 (SEE 90 MAPS 13-16) OFFICIAL RECORDS, NOT SHOWN HEREON IS HEREBY ABANDONED PURSUANT TO SECTION 86469.20 1/2 OF THE GOVERNMENT CODE

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF GLASGOW DRIVE AS SHOWN ON "THE MONTROSE AT EDGEWATER UNIT NO. 2" AND FILED IN BOOK 90 MAPS 13-16, AND BEING A PORTION OF EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T. 15 N., R. 4 E., M.D.M., YUBA COUNTY, NOVEMBER 2014, STATE OF CALIFORNIA. AS FOUND HEREON AND TAKEN AS NORTH 89°50'08" EAST.

SEE SHEET 2 FOR NOTES, LEGEND  
CURVE TABLE AND BASIS-OF-BEARINGS

**MONTROSE AT EDGEWATER UNIT NO. 4**  
YUBA COUNTY TRACT NO. 2014-0001  
ALL OF LOT 1A, AS SHOWN ON "THE MONTROSE AT EDGEWATER UNIT NO. 2"  
AND FILED IN BOOK 90 MAPS 13-16, AND BEING A PORTION OF EAST 1/2, OF THE  
SOUTHEAST 1/4 OF SECTION 28, T. 15 N., R. 4 E., M.D.M.  
YUBA COUNTY,  
STATE OF CALIFORNIA  
NOVEMBER 2014  
BAKER WILLIAMS ENGINEERING GROUP  
SCALE: 1" = 50'  
SHEET 3 OF 3



# MONTROSE AT EDGEWATER UNIT NO. 2

YUBA COUNTY TRACT NO. 2004-02

A PORTION OF THE REMAINDER PARCEL AS SHOWN ON TRACT MAP 2003-38, "MONTROSE AT EDGEWATER UNIT NO. 1" AND FILED IN BOOK 83 MAPS 45-51, AND BEING A PORTION OF EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, T. 16 N., R. 6 E., M.D.M.

YUBA COUNTY, STATE OF CALIFORNIA  
APRIL 2008  
BAKER-WILLIAMS ENGINEERING GROUP

Scale 1"=100'

## NOTES

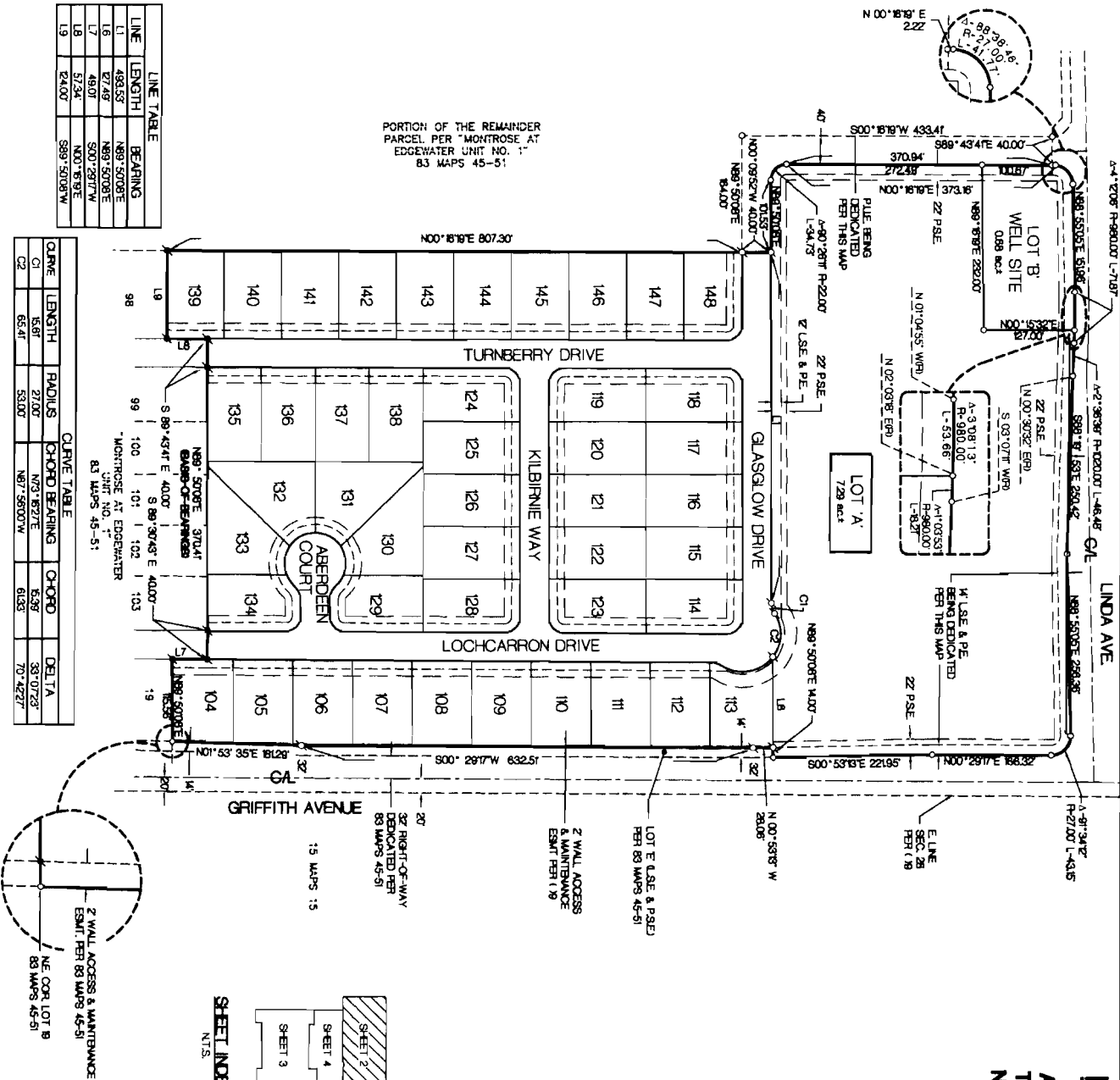
1. THIS PROPERTY CONTAINS 20.92 ACRES WITH 45 SINGLE FAMILY LOTS, AND 2 LETTERED LOT; SOURCE OF METES AND BOUNDS DOC. NO. 2004-01863.
2. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY EARTHTECH LTD. ON MAY 3, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION AT THE OFFICE OF THE YUBA COUNTY BUILDING INSPECTOR.
3. ALL DISTANCES REFERENCED ON 78 MAPS 31 ARE GRID DISTANCES. TO CONVERT TO GROUND DISTANCES MULTIPLY BY COMBINATION FACTOR OF 1.000065.
4. DUE TO ROUNDING THE SUM OF DISTANCES AND ANGLES MAY NOT EQUAL THE TOTAL LENGTH OR ANGLES WITHIN 0.02 OR 0.05'.
5. THIS PROPERTY IS SUBJECT TO AN AVIATION AND NOISE EASEMENT PER INSTRUMENT NO. 2005R-022381.
6. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THESE LOTS HAVE BEEN FILED PER 2005-025065.
7. LOT 1 MAY BE GRANTED IN FEE TO YUBA COUNTY BY SEPARATE DOCUMENT FOR PARK PURPOSES.
8. LOT 8 SHALL BE GRANTED IN FEE TO LINDA COUNTY WATER DISTRICT BY SEPARATE DOCUMENT FOR WELL SITE PURPOSES.

## LEGEND

- PSE PUBLIC SERVICE EASEMENT
- LSE LANDSCAPE EASEMENT
- PE PEDESTRIAN EASEMENT
- PR RADIAL BEARING
- DIMENSION POINT
- SET 2 BRASS DISK STAMPED L.S. 4732' IN STANDARD MONUMENT WELL.
- SET 3/4" REBAR W/ PLASTIC CAP STAMPED L.S. 4732'
- FOUND 3/4" REBAR W/ PLASTIC CAP STAMPED L.S. 4732' PER 83 MAPS 45-51
- FND 2 BRASS DISK PER MONTROSE AT EDGEWATER UNIT NO. 1 83 MAPS 45-51
- SET 3/4" REBAR W/ PLASTIC CAP STAMPED L.S. 4732' AT ALL REAR LOT CORNERS.
- ( ) 9 RECORD PER MONTROSE AT EDGEWATER UNIT NO. 1 83 MAPS 45-51

## BASIS OF BEARINGS

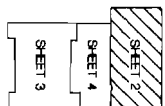
THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE MOST NORTHEASTLY SOUTH LINE OF THE REMAINDER PARCEL AS SHOWN ON MONTROSE AT EDGEWATER UNIT NO. 1, 83 MAPS 45-51, YOUR ESTABLISHED FROM MONUMENTS SHOWN AS FOUND HEREON AND TAKEN AS NORTH 89° 30'06" EAST.



LINE	LENGTH	BEARING
L1	498.53	N89°50'08"
L6	67.48	N89°50'08"
L7	48.07	S00°29'17"W
L8	57.34	N00°16'19"E
L9	64.00	S89°50'08"W

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA
C1	65.87	27.00	N73°52'17"	62.99	38°07'23"
C2	65.47	53.00	N87°56'00"W	61.53	70°42'27"

## SHEET INDEX



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# **COUNTY OF YUBA**

## **OFFICE OF EMERGENCY SERVICES**

**ROBERT BENDORF**  
COUNTY ADMINISTRATOR  
DIRECTOR OF EMERGENCY SERVICES

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**HOLLY POWERS**  
EMERGENCY OPERATIONS MANAGER

### Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager  
Holly Powers, Emergency Operations Planner *HP*

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: October 28, 2014

#### Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of a 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 October 7, 2014.

#### Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board extend the current proclamation of 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.

#### Committee Action:

No committee action was taken due to time constraints.

#### Fiscal Impact:

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

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

**IN REFERENCE TO:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL DROUGHT</b>	)	
<b>EMERGENCY IN THE COUNTY OF</b>	)	
<b>YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**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 remain in the County of Yuba due to the statewide drought; 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 a local emergency due to a statewide drought; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of 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 \_\_\_\_\_ 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT




**Jennifer Vasquez, Director**

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 FAX: (530) 749-6281



**Michael Kinnison, M.D.,  
Interim Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director   
Pamela Morasch, Deputy Director  
Tony Roach, Program Manager   
Tracy Bryan, Program Manager   
Health & Human Services Department

**DATE:** October 28, 2014

**SUBJECT:** Resolution of the Board of Supervisors Authorizing the Execution of Counseling and Therapeutic Services Agreements for Child Welfare Services and California Work Opportunity and Responsibility to Kids Programs

**RECOMMENDATION:** Board of Supervisors approval of the Resolution authorizing the Chair to execute Counseling and Therapeutic Service Agreements for its Child Welfare Services (CWS) and California Work Opportunity and Responsibility to Kids (CalWORKs) Programs.

**BACKGROUND:** The Child Welfare Services and Employment Divisions of the Department of Health and Human Services is mandated by law to provide appropriate counseling and therapeutic services to its dependent children, families and CalWORKs participants. Since 2003, contracted services have been provided using a Resolution of the Board to execute counseling and therapeutic service agreements on behalf of Yuba County for its Child Welfare Services Division.

**DISCUSSION:** The attached Resolution is necessary to simplify the process and expedite the numerous contracts needed to meet the counseling and therapeutic services needs of dependent children, families and CalWORKs participants.

**COMMITTEE:** The Human Services Committee was bypassed due to the routine nature of the Agreements and no impact to the County General Fund.

**FISCAL IMPACT:** Approval of this Resolution and the subsequent contracts will not impact the County General Fund.

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

**RESOLUTION AUTHORIZING THE CHAIR TO  
EXECUTE ON BEHALF OF THE COUNTY OF  
YUBA COUNSELING AND THERAPEUTIC  
SERVICE AGREEMENTS FOR CWS AND  
CALWORKS PROGRAMS**

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)  
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)  
)  
)

**Resolution No. \_\_\_\_\_**

**WHEREAS**, on May 14, 2013, the Yuba County Board of Supervisors passed and adopted Resolution Number 2013-48, authorizing the Chair to execute counseling and therapeutic service agreements for the Child Welfare Services (CWS) Program, in the form incorporated therein by reference, and to amend such agreements as necessary; and

**WHEREAS**, since the adoption of Resolution Number 2013-48, the Yuba County Health and Human Services Department finds it necessary to make additional amendments and changes to the "template" Agreement for Professional Services in order to comply with the Child Welfare Services and California Work Opportunity and Responsibility to Kids (CalWORKs) program; and

**WHEREAS**, pursuant to the California Welfare and Institutions Code Sections 11200, 11323.2, 11325.2 et seq. and the CWS Program, codified in Sections 16501 through 16508, the County of Yuba is required to provide counseling and therapeutic services to qualified participants, children, and families in the CWS and CalWORKs programs; and

**WHEREAS**, the Health and Human Services Department of the County of Yuba, through its Human Services Division, is assigned the responsibility of administering the CWS and the CalWORKs programs on behalf of the County of Yuba; and

**WHEREAS**, it is necessary for the Health and Human Services Department to enter into multiple agreements with various private entities to provide counseling and therapeutic services; and

**WHEREAS**, it is in the interest of efficient and effective county government to discontinue the use of the "template" Agreement for Professional Services originally adopted in Resolution Number 2013-48.

**NOW, THEREFORE, BE IT RESOLVED** by the Yuba County Board of Supervisors, that the counseling and therapeutic services agreements will no longer utilize the "template" Agreement for Professional Services referenced in Resolution Numbers 2013-48 commencing immediately; and

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**BE IT FURTHER RESOLVED** that the Yuba County Board of Supervisors hereby authorizes the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, counseling and therapeutic service agreements for the CWS and CalWORKs programs and to amend such contracts as necessary.

A copy of the said agreements and any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES:

NOES:

ABSENT:

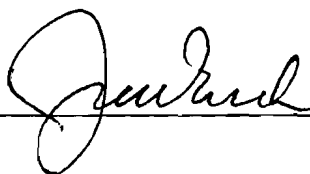
ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
\_\_\_\_\_



# The County of Yuba

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## HEALTH & HUMAN SERVICES DEPARTMENT

---

**Jennifer Vasquez, Director**

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 FAX: (530) 749-6281





**Michael Kinnison, M.D.,**

**Interim Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director   
Lynne Olsen, Director of Nurses   
Health & Human Services Department

**DATE:** October 28, 2014

**SUBJECT:** Children's Medical Services (CMS) Plan and Fiscal Guidelines for FY 2014-2015

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the Children's Medical Services (CMS) Plan and Fiscal Guidelines for Fiscal Year (FY) 2014-2015 and authorize the Chair to sign the two CMS Certification Statements included in this plan.

**BACKGROUND:** The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program, which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC) to county health departments. DHCS allocates administrative funds to the Public Health Division of the Health and Human Services Department to provide these ongoing mandated services upon the submission and approval of the CMS Plan Guidelines.

**DISCUSSION:** The CMS Plan and Fiscal Guidelines for FY 2014-2015 includes the combined plan, budget, and scope of work to continue the administration of the CHDP, CCS and HCPCFC programs in Yuba County. The budget for these programs is estimated to be \$745,914; which includes the CHDP budget of \$178,414, the HCPCFC budget of \$88,094, and the CCS budget of \$479,406. This revenue source covers salaries and benefits for 6.0 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

**COMMITTEE:** The Human Services Committee was bypassed as this is a routine annual request. There are no significant changes to the Plan.

**FISCAL IMPACT:** Approval of the CMS Plan and Fiscal Guidelines will not impact County General Funds. The County match requirement is estimated at \$51,755 for the CCS and CHDP Programs and will be funded through Health Realignment Funds.

## Children's Medical Services Plan and Fiscal Guidelines

**Certification Statement - California Children's Services (CCS)**County/City: Yuba County

Fiscal Year: 2014-15

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

L. Olsen DON

Signature of CCS Administrator

10-13-14

Date Signed

Michael A. Kinnison MD

Signature of Director or Health Officer

10/13/14

Date Signed

Jennifer Vasquez, Health and Human Services Director

Signature and Title of Other - Optional

10/13/14

Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson\_\_\_\_\_  
Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: [Signature]

## Children's Medical Services Plan and Fiscal Guidelines

**Certification Statement - Child Health and Disability Prevention (CHDP) Program**County/City: Yuba County

Fiscal Year: 2014-15

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Michael S. Kinnison MD  
Signature of CHDP Director

10/13/14  
Date Signed

Michael S. Kinnison MD  
Signature of Director or Health Officer

10/13/14  
Date Signed

Jennifer P. Riquelme, Health & Human Services Director  
Signature and Title of Other (Optional)

10/13/14  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

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

Children's Medical Services (CMS)  
California Children's Services (CCS)  
Child Health & Disability Prevention (CHDP)  
Health Care Program for Children in Foster Care  
(HCPCFC)

Plan Guidelines

FY 2014-2015

**Children's Medical Services**  
**California Children's Services (CCS)**  
**Child Health & Disability Prevention (CHDP)**  
**Health Care Program for Children in Foster Care**  
**(HCPCFC)**

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## Plan and Budget Required Documents Checklist

MODIFIED FY 2014-2015

County/City:	<u>Yuba</u>	Fiscal Year: <u>2014-2015</u>
<b>Document</b>		
1. <b>Checklist</b>		Yes
2. <b>Agency Information Sheet</b>		Yes
3. <b>Certification Statements</b>		Yes
A. Certification Statement (CHDP) – Original and one photocopy		Yes
B. Certification Statement (CCS) – Original and one photocopy		Yes
4. <b>Agency Description</b>		
A. Brief Narrative		Yes, CHDP
B. Organizational Charts for CCS, CHDP, and HCPCFC		Retain locally
C. CCS Staffing Standards Profile		Retain locally
D. Incumbent Lists for CCS, CHDP, and HCPCFC		Yes
E. Civil Service Classification Statements – Include if newly established, proposed, or revised		Yes
F. Duty Statements – Include if newly established, proposed, or revised		Yes
5. <b>Implementation of Performance Measures</b> – Performance Measures for FY 2013-2014.		N/A
6. <b>Data Forms</b>		
A. CCS Caseload Summary		Yes
B. CHDP Program Referral Data		Yes
7. <b>Memoranda of Understanding and Interagency Agreements List</b>		
A. MOU/IAA List		Yes
B. New, Renewed, or Revised MOU or IAA		Yes
C. CHDP IAA with DSS biennially		Yes
D. Interdepartmental MOU for HCPCFC biennially		Yes
8. <b>Budgets</b>		
A. CHDP Administrative Budget (No County/City Match)		
1. Budget Summary		Yes

Children's Medical Services Plan and Fiscal Guidelines

County/City: Yuba

Fiscal Year: 2014-2015

Document		
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	Yes
2.	Budget Justification Narrative	Yes
3.	Budget Justification Narrative	Yes
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	N/A
2.	Budget Worksheet	N/A
3.	Budget Justification Narrative	N/A
D.	HCPCFC Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Worksheet to Determine Healthy Families Funding Source	Yes
4.	Budget Justification Narrative	Yes
E.	CCS Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	N/A
2.	County/City Other Expenses Justification Form	N/A
9.	<b>Management of Equipment Purchased with State Funds</b>	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
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3.	Property Survey Report Form (STD 152)	N/A



**Agency Information Sheet****County/City:** Yuba County**Fiscal Year:** 2014-15**Official Agency**

Name:	County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Ave., Ste. 100
Interim Health Officer	Michael Kinnison, M.D.		Marysville, CA 95901

**CMS Director (if applicable)**

Name:	Address:
Phone:	
Fax:	E-Mail:

**CCS Administrator**

Name:	Lynne Olsen, DON	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6766		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	lolsen@co.yuba.ca.us

**CHDP Director**

Name:	Michael Kinnison, M.D.	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6366		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	mkinnison@co.yuba.ca.us

**CHDP Deputy Director**

Name:	Cheryl Andersen, PHN II	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6454		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	candersen@co.yuba.ca.us

**Clerk of the Board of Supervisors or City Council**

Name:	Donna Stottlemeyer	Address:	915 8 <sup>th</sup> Street, Ste. 109
Phone:	530-749-7510		Marysville, CA 95901
Fax:	530-749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us

**Director of Social Services Agency**

Name:	Jennifer Vasquez	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6380		Marysville, CA 95901
Fax:	530-749-6281	E-Mail:	jvasquez@co.yuba.ca.us

**Chief Probation Officer**

Name:	Jim Arnold	Address:	215 5 <sup>th</sup> Street
Phone:	530-749-7550		Marysville, CA 95901
Fax:	530-749-7364	E-Mail:	jarnold@co.yuba.ca.us

Children's Medical Services Plan and Fiscal Guidelines

**Certification Statement - Child Health and Disability Prevention (CHDP) Program**

County/City: Yuba County

Fiscal Year: 2014-15

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Signature of CHDP Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Director or Health Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

Children's Medical Services Plan and Fiscal Guidelines

**Certification Statement - California Children's Services (CCS)**

County/City: Yuba County Fiscal Year: 2014-15

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Signature of CCS Administrator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Director or Health Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

## Brief Narrative

Yuba County's CHDP Program is currently composed of a Public Health Nurse II who serves as the CHDP Deputy Director, nursing staff (PHN/RN) and an Office Specialist. The program is part of the CMS Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse or designee. The unit is one of three within the Health Services Division which is managed by the Director of Nurses with medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Child Welfare Services Division. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County has completed vision and BMI trainings, initiated dental trainings, and made plans for an audiometric training during the fiscal year 2013-2014.

- Two vision trainings were conducted during the fall of 2013.
  1. CHDP collaborated with Prevent Blindness October 23, 2013.
  2. CHDP Vision program was used January 21, 2014.
- One local provider BMI training was completed during the spring of 2014.
- The dental campaign was initiated in the spring of 2014.
  1. Yuba County CHDP Fluoride Manual was created.
  2. CHDP collaborated with the MCH Oral Grant so that infant and child dental packages would be provided to the local CHDP providers.
  3. One dental fluoride provider training was completed during the fiscal year 2013-2014.
- CHDP collaborated with E-center Head Start to provide an Audiometric training program.

The MOU was finalized in June 2014.

Yuba County CHDP plans for the fiscal year 2014-2015:

- An audiometric training program which will be conducted during the fall of the 2014-2015 fiscal year.
- CHDP will be collaborating with E-center Head Start to provide vision training during spring of the 2014-2015 fiscal year.
- BMI trainings will be offered per provider needs.
- The dental fluoride training will be ongoing throughout 2014 - 2015.

Yuba County is a CCS dependent county under the direction of the CCS Dependent County Operations Section (DCOS). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Medical Case Managers collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Medical Case Managers review all requests for needed medical services and intervene in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency      Department of Health Care Services - Children's Medical Services

**Incumbent List - California Children's Services**

For FY 2014-15, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

**County/City:**      **Yuba**      **Fiscal Year: 2014-15**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Director Of Nurses	Lynne Olsen	60%	No	No
Public Health Nurse I/II	Kimberly Agcopra	85%	No	No
Public Health Nurse I/II	Nellie Camarena	85%	No	No
Case Manager	Michele Clark	98%	No	No
Office Specialist	Kathleen Harriger	15%	No	No
Office Assistant (Bilingual)	Veronica Villalobos	20%	No	No
Account Analyst	Donna Clark	40%	No	No

# Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

## Incumbent List - Child Health and Disability Prevention Program

For FY 2014-15, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba

Fiscal Year: 2014-15

Job Title	Incumbent Name	FTE % on CHDP No County/City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Deputy Director, PHN II	Cheryl Andersen	47%	33%	20% General	No	No
PHN I/II	Nelly Camarena	4.25%	7%	85% CCS, 3.75% General	No	No
RN	Sarah Hawkins	5%	9%	5% MCAH, 23.51% IZ, 57.49% General	No	No
Office Specialist	Kathleen Harriger	30%	None	15% CCS 55% General	No	No
Accounting Technician	Liz Langley	5%	None	95% General	No	No
Office Assistant	Veronica Villalobos	5%	None	20% CCS, 75% General	No	No

# Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

## Incumbent List - Health Care Program for Children in Foster Care

For FY 2014-15, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Yuba**

Fiscal Year: **2014-15**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
PHN II	Alexandra Hadley	52%	None	48% General	No	No

## **DUTY STATEMENT**

**TITLE:** Director of Nurses / CCS Administrator  
(55% CCS Administrator/Global Supervision, 5% CCS Nurse Case Manager,  
40% General)  
Lynne Olsen

**REPORTS TO:** Deputy Director Health & Human Services Department

**DEFINITION:** Assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

**DUTIES:**  
**CCS**

- 5%      Furnish medical opinions on decisions and relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies. Determine estimated cost of medical care for exceptional cases.
  
- 5%      Collaborate with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
  
- 5%      Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Program.
  
- 20%     Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Monitor yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines. Orient and monitor personnel responsible for implementing the CCS program according to the Staffing Standards. Plan, direct, and review the work of CCS staff. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file. Develop and review program standards, regulations, policies, procedures, and health-related educational materials. Formulate and apply program administrative policies. Prepare program-related reports, documents and correspondence.
  
- 5%      Develop and review medically related regulations, policies and procedures, and other health care service standards. Interpret CCS program standards and policy letters to physicians and other health care professionals.
  
- 15%     Identify and implement quality management procedures relating to the medical services aspect of the program that would cover areas such as: authorization of health care services, appropriateness of health care delivery, etc. Perform county, regional, and state program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care.



## Duty Statement

**Title:** Public Health Nurse I/II  
CCS Medical Case Manager

(5% CCS Nurse Case Manager, 55% CCS Administrator/Global Supervision,  
40% General)  
Lynne Olsen

(85% CCS Case Manager, 15% General)  
Kimberly Agcopra

(85% CCS Case Manager, 11.25% CHDP, 3.75% General)  
Nelly Camarena

**Reports To:** Supervising PHN or designee

**Definition:** Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

**Duties:** Using skilled professional medical expertise to:

85% KA & NC Perform administrative medical case management activities such as:

Determining the medical rationale to ensure timely and appropriate medical follow-up.

5% LO Collecting and interpreting information regarding the applicant/client's medical status and his/her needs for medical services; conducting hospital-based utilization review activities to determine number of days for approval; identifying resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiating a proactive medical case management plan, including a review of the adequacy and availability of medical services for the applicant/client and participation in medical case management conferences to coordinate medical service needs and program benefits.

Reviewing literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Reviewing complex physician billing and making fee determinations.

Providing information on specialized medical program services available to medically high-risk children and their families.

Furnishing medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determining the estimated cost of medical care for exceptional cases.

Determining the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

SPMP Intra/Interagency Collaboration activities such as:

Collaborating with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

Participating in SPMP Program Planning and Policy Development and Quality Management activities such as:

Developing educational resources regarding CCS services and benefits for use by patients/families, providers, and community agencies.

Interpreting CCS program standards and policy letters to physicians and other health care professionals.

Participating in county program reviews; evaluate performance, attainment of goals/ objectives, measure outcomes, etc.

SPMP and Non-SPMP training activities such as:

Participating in county, regional, and state-conducted medical training sessions/meetings and attending professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participating in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

Program Specific Administration activities such as:

Reviewing program standards, regulations, policies, procedures, and health-related educational materials.

Reviewing literature and research articles to apply up-to-date knowledge in delivery of health care services.

Preparing program-related reports, documents, and correspondence.

## DUTY STATEMENT

**Title:** Public Health Nurse II, CHDP Deputy Director  
(80% CHDP, 20% General)  
Cheryl Andersen, Deputy Director

**Reports To:** Supervising Public Health Nurse or designee

**Definition:** The role of the PHN II / CHDP Deputy Director in the CHDP program is to provide support to the Director in the areas of Administrative Medical Case Management, Quality Management of CHDP providers, assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

**Duties:**

10%	Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
15%	Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings. Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
15%	Participate in State, Regional Deputy Director, subcommittee meetings, and work groups.
7%	Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (including maternal, child and adolescent health services, Medi-Cal Managed Health Care Programs.)
5%	Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, Head Start, hospital, and CalWORKs staff to improve the availability and use of medical services through the CHDP program.
2%	Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, injury prevention, and youth-serving organizations to increase community awareness of preventive health services
1%	Orient new RNs or PHNs in the program as needed regarding their work in CHDP follow-up and data keeping. Oversee quality of work of CHDP PHN or RN.
2%	Ensure annual Eligibility Specialist trainings are conducted using materials consistent with federal informing requirements. Conduct annual Eligibility Specialist trainings as needed. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.
4%	Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.
1%	Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
1%	Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
6%	Explain the significance of actual and suspected medical conditions to client and their families; identify and resources and encourage clients to follow-up on medical, dental, nutritional, and mental health conditions coded with a 4 or 5 during health assessment screens.

5%	Follow-up with clients referred from local social service departments including telephone calls, letter, and home visits with respective documentation required on social service referral forms. (PM357) Inform and assist applicant/client and family with need for support services such as find assistance to complete an application for health care coverage, scheduling appointments and obtaining other services
1%	Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.
1%	Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical/health conditions.
4%	Develop and review program standards, regulations, policies, procedures, and health related educational materials.

## **DUTY STATEMENT**

**Title:** CHDP Public Health Nurse I/II  
(11.25% CHDP, 85% CCS, 3.75% General)  
Nelly Camarena

**Reports To:** CHDP Director (programmatically) and the Supervising Public Health Nurse (globally) or designee

**Definition:** The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.

**Duties:**

CHDP  
1%

Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

1%

Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.

8%

Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.

1.25%

Review literature and research articles to apply up-to-date knowledge in delivery of health care services.

## DUTY STATEMENT

**Title:** CHDP RN  
(14% CHDP, 5 % MCH, 23.51% IZ, 57.49% General)  
Sara Hawkins RN

**Reports To:** CHDP Deputy Director (programmatically) and the Supervising Public Health Nurse or designee

**Definition:** The role of the RN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative annual trainings for CHDP Providers and Eligibility and Quality Management of CHDP Providers.

**Duties:**

1%	Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
3%	Provide annual Eligibility Specialist and CalWORKs trainings using materials consistent with federal informing requirements. Orient all appropriate health, welfare, and probation workers on CHDP requirements and services.
3%	Develop, provide, and/or facilitate provider in-services and/or workshops. Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools. Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately stored vaccines.
1%	Review literature and research articles to apply up-to-date knowledge in delivery of health care services.
1%	Follow-up on Newborn Hearing Screening referrals to help ensure infants have been re-screened if they failed their Newborn Hearing Screening.
5%	Explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow-up on medical, dental, nutritional and mental health conditions coded with a 4 or 5 during health assessment screens.

## DUTY STATMENT

<b>Title:</b>	Foster Care Public Health Nurse (PHN) (52% HCPCFC, 48% General) Alexandra Hadley
<b>Reports To:</b>	Supervising Public Health Nurse or designee
<b>Definition:</b>	In support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients.
10%	Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement. Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs. Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.
15%	Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers. Explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others. Identify resources, assist clients, their caseworkers, and foster care providers in obtaining comprehensive assessments and treatment services.
5%	Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.
2%	Consult with the caseworker, foster care provider, and the health care provider to develop and update a health plan in the client's case plan. Review the client's health plan with the caseworker as needed and at least every six months.
5%	Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.
2%	Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.
2%	Interpret medical information on specialized health services for medically high-risk clients, assist the caseworkers, and foster care providers to obtain referrals for necessary services.
2%	Collaborate with caseworkers, medical, dental, mental, and developmental health

providers, Independent Living Skills Program coordinators, foster care providers, foster family agencies, group homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

- 3% Interpret the health care needs of clients in foster care to the medical provider network, other health care service providers, caseworkers, juvenile court officers, and foster care providers.
- 2% Assure that the Health and Education Passport or its equivalent is present and updated.
- 1% Prepare program-related reports, documents, and correspondence.
- 1% Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.
- 1% Provide program information to caseworkers, juvenile court officers, foster care providers, foster family agencies, group homes, and other service agencies on the public health nursing services available through the HCPCFC, CCS, and the CHDP program.
- 1% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.



## DUTY STATEMENT

**Title:** Office Specialist  
CHDP/CCS Office Specialist  
(30% CHDP, 15% CCS, 55% General)  
Kathleen Harriger

**Reports To:** Supervising Public Health Nurse or designee , CHDP Deputy Director,  
(Programmatically)

**Definition:** The CHDP/CCS Office Specialist is responsible for the clerical duties of the CHDP/CCS programs. (S)He performs technical clerical work and exercises independent judgment. (S)He works with providers and consumers to inform them of the CHDP program guidelines.

**Duties:**

<u>CHDP</u>	<u>CCS</u>	
2%		Performs activities which include a combination of oral and written information associated with follow-up contacts to clients referred from local social service departments including telephone calls, letters, and home visits with respective documentation required on Social Services forms (PM 357).
		1% Orders, maintains, and distributes program materials for outreach purposes.
6.75%		Informs and assists clients and their families in accessing program services.
6.75%		Identifies and follows up on the need for support services such as scheduling appointments and transportation to assure that the client can access services.
6.75%		Receives and processes PM160 exams, prepares those designated by a medical or dental provider for further follow-up services.
4%	7.5%	Prepares reports, documents and correspondence that relate to the program.
.5%		Participates in training sessions for providers on claiming program policy and regulations.
.25%		Maintains current list of CHDP medical and dental providers.
2%	7.5%	Provide general clerical support.

## **DUTY STATEMENT**

**Title:** CCS Case Manager  
(98% CCS, 2% General)  
Michele Clark

**Reports To:** Supervising PHN or designee

**Definition:** Performs duties necessary to the workings of the CCS program in Yuba County. (S)he works closely with the Dependent Counties Operations Section (DCOS), providers, families, Health Division staff, and associated agencies in other counties in performing his/her duties.

**Duties:**

- 1% Coordinates and participates in screening programs to facilitate identification of at risk patient population who are eligible for program services.
- 3% Orders, maintains, and distributes CCS/MC program materials to families, community agencies, and health care providers.
- 40% Determines financial and residential eligibility for CCS, conducts interviews of applicant/client family, including screening potential eligibility for Medi-Cal.
- 5% Informs and assists applicant/client and family in accessing other Medicaid program services, as they related to the client's medical condition such as Medi-Cal and EPSDT supplemental services.
- 3% Identifies barriers and assists the applicant/client, whose primary language is other than English, to secure medical services.
- 10% Participates in coordination of activities as required to meet the program(s) mandate in relation to other agencies such as Regional Center, Medi-Cal field office, local education agencies, public health agencies to include Maternal, Child and Adolescent Health services, Medi-Cal managed care programs, hospitals, and special care centers.
- 1% Reviews literature and researches articles to apply up-to-date knowledge in delivery of health care services.
- 30% Prepares reports, documents, and correspondence related to the program.
- 5% Participates in program required/conducted county, regional and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management. Develops and reviews program standards, regulations, policies, procedures, and health related educational materials. Participates in training/education programs which will improve the skill level of the individual staff member in meeting and serving the medical needs for the applicant/client.

## **DUTY STATEMENT**

**Title:** Office Assistant  
(20% CCS, 5% CHDP, 74% General)  
Veronica Villalobos

**Reports To:** Supervising PHN or designee

**Definition:** Interprets and translates for Spanish speaking CCS/CHDP clients to inform them about program requirements, services, and follow-up with recommended medical care.

**Duties:**

CHDP	CCS	
2.5%	5%	Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.
2.5%	15%	Provide translation to assist the applicant/client, whose primary language is other than English.

## California Children's Services Caseload Summary Form

County: YUBA COUNTY

Fiscal Year: 2014/2015

		A		B			
CCS Caseload 0 to 21 Years		11-12 Actual Caseload	% of Grand Total	12-13 Actual Caseload	% of Grand Total	13-14 Actual Caseload	% of Grand Total
<b>MEDI-CAL</b>							
1	Average of Total Open (Active) Medi-Cal Children	1203	62.20%	1236	63.58%	1031	74.66%
2	Potential Case Medi-Cal	198	10.24%	231	11.88%	25	1.81%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	1401	72.44%	1467	75.46%	1056	76.47%
<b>NON MEDI-CAL</b>							
<b>Healthy Families</b>							
4	Average of Total Open (Active) Healthy Families	219	11.32%	232	11.93%	213	15.42%
5	Potential Cases Healthy Families	0	0.00%	4	0.21%	1	0.07%
6	Total Healthy Families (Row 4 + Row 5)	219	11.32%	236	12.14%	214	15.49%
<b>Straight CCS</b>							
7	Average of Total Open (Active) Straight CCS Children	171	8.84%	134	6.89%	79	5.72%
8	Potential Cases Straight CCS Children	143	7.40%	107	5.51%	32	2.32%
9	Total Straight CCS (Row 7 + Row 8)	314	16.24%	241	12.40%	111	8.04%
10	TOTAL NON MEDI-CAL (Row 6 + Row 9)	533	27.56%	477	24.54%	325	23.53%
<b>GRAND TOTAL</b>							
11	(Row 3 + Row 10)	1934	100.00%	1944	100.00%	1381	100.00%

## CHDP Program Referral Data

Complete this form using the instructions found on page 4-8 through 4-10.

County/City: Yuba	FY 11-12	FY 12-13	FY 13-14
<b>Basic Informing and CHDP Referrals</b>			
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	3838	3838	6277
2. Total number of cases and recipients in "1" requesting CHDP services	3838	3838	6277
a. Number of CalWORKs cases/recipients	33	72	109
b. Number of Foster Care cases/recipients	34	34	0
c. Number of Medi-Cal only cases/recipients	70	119	145
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:			
a. Medical and/or dental services	42	136	49

b. Medical and/or dental services with scheduling and/or transportation	6	59	159
c. Information only (optional)	89	371	128
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	38	86	78
<b>Results of Assistance</b>			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	0	14	27
6. Number of recipients in "5" who actually received medical and/or dental services	0	12	14

2 - b. FY 13-14 - In the past, the Children's Welfare Services (CWS) staff was using the PM 357 to let the HCPCFC PHN know when a child had been detained. Staff training was done. Unfortunately, this resulted in no longer receiving any. Further training and an update to the existing protocol for generating PM 357s will need to take place this fiscal year with our CWS staff and the HCPCFC PHN.

**Memoranda of Understanding/Interagency Agreement List**

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

**County/City:** Yuba County**Fiscal Year:** 2014-15

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
DSS	IAA	July 2013 – June 2015	2014	Director of Nurses / Lynne Olsen	No
E-Center Head Start	MOU	2014	2014	Director of Nurses / Lynne Olsen	New
California Health & Wellness	MOU	2013	2013	Director of Nurses / Lynne Olsen	New

**New**

**Memorandums of Understanding**

- 1. Yuba County Health and Human Services  
And California Health and Wellness**
- 2. Yuba County Health and Human Services  
and E-Center Head Start**



RECEIVED  
APR 29 2014

MEMORANDUM OF UNDERSTANDING

BY: .....

between  
CALIFORNIA HEALTH AND WELLNESS PLAN and  
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT for  
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 15<sup>th</sup> day of November, 2013 by and between Yuba County Health and Human Services Department, on behalf of its Public Health Division (hereafter "YCHHSD"), and CALIFORNIA HEALTH AND WELLNESS PLAN (hereafter "CHWP"), a health care service plan, to facilitate coordination of services separately arranged and delivered by YCHHSD and CHWP (hereinafter referred to as the "Parties" collectively or a "Party" individually).

WHEREAS, CHWP has executed or will execute a contract ("Medi-Cal Contract") with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP ("Members") in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract ("Service Area").

WHEREAS, YCHHSD, through its Public Health Division, is mandated by State of California ("State") and federal laws to provide specific public health services to the residents of Yuba County who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain public health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective retroactively to the 1<sup>st</sup> day of Nov., 2013 and shall continue for a period of three (3) years, unless sooner terminated in accordance with the terms of this MOU.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds to YCHHSD by the appropriating government agency. In

addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or legislative process, which affect the provision or terms of this MOU in any manner. Should sufficient funds not be allocated or restrictions or conditions enacted, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Under circumstances other than those set forth above, this MOU may be terminated by CHWP or YCHHSD or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

### 3. COMPENSATION

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or YCHHSD, one to the other.

### 4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of YCHHSD. Furthermore, YCHHSD shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. CHWP and YCHHSD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to YCHHSD employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save YCHHSD harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the YCHHSD or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a Party.

7. CONFIDENTIALITY

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality. CHWP and YCHHSA will ensure appropriate privacy and security safeguards with respect to all confidential records and/or information that either party may create or receive in regard to services to be provided pursuant to this MOU and in regard to all Personally Identifiable Information (PII) and/or Protected Health Information (PHI) that either party may receive, use, or disclose in connection with the services provided and coordination of services. CHW-P and YCHHSD agree to maintain compliance with confidentiality regulations. At no time shall either party'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. Said parties and their employees, agents, and representatives shall protect such information and treat it as strictly confidential. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP</u>	<u>YCHHDS</u>
<u>California Health and Wellness Plan</u>	<u>Director</u> <u>Yuba County Public Health and Human Services</u> <u>Department</u>
<u>PO Box 1558</u>	<u>5730 Packard Ave., Suite 100</u> <u>PO Box 2320</u>
<u>Sacramento, CA 95812-1558</u>	<u>Marysville, CA 95901</u>

or to such other address as such Party may designate in writing.

Any and all notices between YCHHSD and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service by certified mail, return receipt requested. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Yuba County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

## 12. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and Department of Public Health.

## 13. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and YCHHSD with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

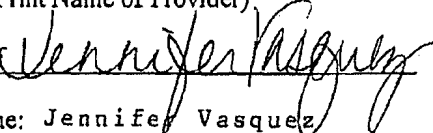
Signature:   
Print Name: **Gregory Buchert, MD**

Title: **Chief Executive Officer**

Date: **5/2/14**

**Yuba County Health & Human Services**

(Legibly Print Name of Provider)

Signature:   
Print Name: **Jennifer Vasquez**

Title: **Interim Director**

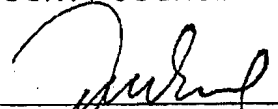
Date: **4-28-2014**

To be completed by California Health and Wellness Plan only:

Effective Date of Agreement: **11/01/2013**

Included in Agreement	Matrix of Responsibility
X	Maternal, Child, and Adolescent Health Program
X	California Children's Services
X	Child Health and Disability Prevention Program
X	Tuberculosis Direct Observes Therapy
X	Targeted Case Management Services
X	Immunization Services

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
Angil P. Morris-Jones  
County Counsel

## THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM

Yuba County Public Health is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in Yuba County. Yuba County Public Health carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program ("MCAH Program") and its Comprehensive Perinatal Services Program ("CPSP"). Through CPSP, a program administered through MCAH, Yuba County Public Health integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

While CHWP Members may be eligible for MCAH services, the Parties understand and agree that these services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Yuba County, or any division thereof, for such services.

The Parties hereby agree to coordinate services relative to the MCAH Program as follows:

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Policies and Procedures	1. MCAH will maintain a copy of pertinent CHWP policies and procedures, as appropriate.	1. CHWP will provide a copy of pertinent CHWP policies and procedures to the MCAH Program.
B. Liaison	<p>1. The appropriate Division Manager or MCAH Program designee will coordinate activities with CHWP and will notify County MCAH Program staff of their roles and responsibilities.</p> <p><input type="checkbox"/> The Perinatal Services Coordinator (PSC) will be the liaison with CHWP for all Comprehensive Perinatal Services Program (CPSP) activities.</p> <p><input type="checkbox"/> The goal of the PSC is to communicate and collaborate with CHWP to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers.</p> <p>2. MCAH Program and CHWP staff will meet quarterly or more frequently, if requested by either liaison.</p> <p>3. MCAH Program staff will work with CHWP to develop, implement, and coordinate a work plan as indicated.</p>	<p>1. CHWP will appoint a designee to coordinate activities with County MCAH Program staff and who will notify CHWP employees and Contracting Providers of their roles and responsibilities.</p> <p>2. CHWP and MCAH staff will meet quarterly or more frequently, if requested by either liaison.</p> <p>3. CHWP staff will work with MCAH Program staff to develop, implement, and coordinate a work plan as indicated.</p>

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
C. Outreach	<ol style="list-style-type: none"> <li>1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators.</li> <li>2. MCAH Program staff will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will inform Members of maternal and child health services available from MCAH and CHWP.</li> <li>2. CHWP will collaborate with MCAH outreach staff to reasonably ensure early access to care upon notification of pregnant Members.</li> </ol>
D. Appointment Scheduling and Transportation Assistance	<ol style="list-style-type: none"> <li>1. MCAH Program staff will assist in linking eligible pregnant women with CHWP as appropriate and as identified through the established outreach and CCM systems.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services.</li> <li>2. CHWP will provide transportation assistance to disabled Members in accordance with its transportation policy.</li> </ol>
E. Health Education	<ol style="list-style-type: none"> <li>1. The PSC will collaborate with State Department of Public Health MCAH Branch and/or CHWP provider education, as mutually agreed and as described in the work plan.</li> <li>2. As resources allow, MCAH Program staff may provide community-wide education on relevant MCAH Program topics.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will provide education to Contracting Providers and their staff regarding perinatal issues, breastfeeding, and women's health.</li> <li>2. CHWP and its Contracting Providers will provide Member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women's health.</li> <li>3. CHWP will collaborate with PSC on provider education relevant to CPSP guidelines.</li> </ol>
F. Case Management	<ol style="list-style-type: none"> <li>1. The appropriate Division Manager, or MCAH Program designee, will provide technical assistance and consultation to CHWP on available perinatal and community resources and linkages, as requested.</li> <li>2. MCAH Program staff may assist in providing coordination of care and supplemental support services for CHWP Members, including hard-to-reach pregnant women and</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP Primary Care Physicians are responsible for primary care case management, coordination of referrals, and continuity of care.</li> <li>2. CHWP Primary Care Physicians are responsible for following up on missed appointments.</li> <li>3. CHWP Primary Care Physicians are responsible for assessing and referring pregnant women, when</li> </ol>



Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>those identified as high risk, with CHWP, as resources allow and as available through outreach and CCM systems.</p> <p>3. MCAH Program will accept referrals of high-risk pregnant women as capacity allows.</p>	<p>appropriate, to available community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.</p>
<b>G. CPSP Application Approval</b>	<p>1. The PSC will provide to CHWP, on a quarterly basis, any changes in the CPSP application process.</p> <p>2. The PSC will assist providers in the CPSP application process.</p> <p>3. On a quarterly basis, the PSC will provide CHWP with a list of State-approved CPSP providers in Yuba County.</p>	<p>1. CHWP has the primary responsibility for provider recruitment and credentialing on CPSP Panel.</p> <p>2. CHWP will encourage providers not already approved by the State to provide CPSP services to apply to the State for approval.</p> <p>3. CHWP will encourage and support CPSP community training and education provided by State and local MCAH Program for Contracting Providers and their staff.</p>
<b>H. Planning and Referral of Services</b>	<p>1. MCAH Program staff will collaborate with CHWP in identifying unmet health and service needs of perinatal CHWP members.</p> <p>2. MCAH Program outreach staff will assist in linking eligible pregnant women, with CHWP as appropriate and as identified through the available outreach and CCM systems.</p>	<p>1. CHWP will strive to identify service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency.</p> <p>2. CHWP will develop procedures for continuity of care following termination of a Member's coverage with CHWP.</p>
<b>I. Data Collection and Quality Assurance</b>	<p>1. The appropriate Division Manager or MCAH Program designee retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>2. At the State's request, the PSC will assist the State in follow-up of corrective action plans identified by audits of CSPC providers.</p> <p>3. The PSC will provide consultation</p>	<p>1. CHWP will monitor services to ensure they are provided in accordance with CHWP quality management program requirements.</p> <p>2. CHWP will collect needed data indicators through CHWP resources.</p> <p>3. CHWP will develop corrective action plan when standards are not met.</p>

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>and ongoing review of CHWP CPSP requirements implemented by their Contracting Providers.</p> <p>4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>4. CHWP will ensure collection and analysis of data available through CHWP MIS on a quarterly basis and will share the data with appropriate Division Manager or MCAH Program designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.</p> <p>5. If invited, CHWP will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. CHWP will encourage families with fetal/infant deaths to participate with FIMR client interviews.</p> <p>6. CHWP will collaborate on quality management compliance and oversight activities with CPSP providers.</p> <p>7. CHWP will provide a list of their OB Contract Providers to the CHWP PSC on a quarterly basis.</p>
<b>J. Perinatal Access</b>	<p>1. The appropriate Division Manager or MCAH Program designee will work closely with CHWP and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women.</p> <p>2. MCAH Program staff will provide a list to CHWP of other health care resources for pregnant and parenting Members who may lose Medi-Cal eligibility.</p>	<p>1. CHWP will participate with MCAH Program liaison and community groups to address access to care issues of eligible pregnant women and their children.</p> <p>2. CHWP will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis.</p> <p>3. CHWP will provide to the appropriate Division Manager or PSC, on a quarterly basis, a list of Contracting Providers.</p>
<b>K. Provider</b>	1. PSC will provide a current list of	1. CHWP has the primary

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
Network	<p>CPSP providers to CHWP on a quarterly basis.</p> <ol style="list-style-type: none"> <li>2. PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow.</li> <li>3. PSC will provide technical assistance to CHWP on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist CHWP in developing plans with providers to resolve any identified needs and/or deficiencies.</li> <li>4. PSC will provide consultation to CHWP on perinatal health education resources available to Contracting Providers and support the provision of CPSP comprehensive perinatal care.</li> <li>5. PSC will distribute CPSP provider program information to all Yuba County certified CPSP providers in CHWP.</li> <li>6. PSC will collaborate with CHWP on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community.</li> </ol>	<p>responsibility for Contracting Provider recruitment and credentialing.</p> <ol style="list-style-type: none"> <li>2. CHWP will ensure that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards.</li> <li>3. CHWP will disseminate CPSP provider information to applicable Contracting Providers.</li> <li>4. CHWP will inform Contracting Providers of available community education services and encourage participation or use.</li> </ol>
L. Monitoring	<ol style="list-style-type: none"> <li>1. Local MCAH Program and CHWP staff will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. The appropriate Division Manager or MCAH Program designee and CHWP will conduct an annual</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons from CHWP and the local MCAH Program will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> <li>3. CHWP and the appropriate Division Manager or MCAH</li> </ol>

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	review of this Agreement.	Program designee will conduct an annual review of this Agreement.
<b>M. Conflict Resolution</b>	1. Issues that cannot be resolved by the MCAH Program liaison will be referred to the MCAH Program Medical Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.	1. Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.

## CALIFORNIA CHILDREN'S SERVICES

The California Children's Services ("CCS") Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations greater than 200,000 (independent counties), the CCS Program is administered locally by the county. In counties with populations under 200,000 ("dependent counties"), the Department of Health Care Services' Children's Medical Services ("CMS") Branch administers the program in coordination with the respective county and provides medical case management and eligibility and benefits determination through its regional offices.

Yuba County is a dependent county and administers the CCS Program through Yuba County Public Health.

While California Health and Wellness Plan ("CHWP") Members may be CCS-eligible, the Parties understand and agree that CCS services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Yuba County, or any division thereof, for such services.

CHWP and its contracting providers will identify children with potential CCS-eligible conditions and arrange for their referral to the Yuba County CCS office. Services not related to the CCS-eligible condition will be provided by CHWP and CHWP will make every effort to coordinate with the CCS-approved provider.

The Parties hereby agree to collaborate services relative to CCS as follows:

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
<b>A. Liaison</b>	<ol style="list-style-type: none"> <li>For dependent counties the CCS Regional Office and County CCS program will designate a liaison to CHWP who will be the program's point of contact for the health CHWP and its networks to coordinate all related activities.</li> <li>Meet, at a minimum, quarterly, to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.</li> </ol>	<ol style="list-style-type: none"> <li>Designate a liaison to CCS to coordinate and track referrals.</li> <li>Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.</li> </ol>
<b>B. Provider Training</b>	<ol style="list-style-type: none"> <li>Collaborate with CHWP to assist with the development of CCS related policies and procedures, as needed by CHWP and CCS.</li> <li>Collaborate with CHWP to provide multiple initial training opportunities that will give providers an understanding of the CCS Program and eligibility</li> </ol>	<ol style="list-style-type: none"> <li>Develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS Program.</li> <li>Provide multiple initial training opportunities, in conjunction with the local CCS Program, for</li> </ol>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>requirements.</p> <ol style="list-style-type: none"> <li>3. Provide coordination of state program medical consultant or designee to consult with primary care providers and/or specialty providers on a case-by-case basis.</li> <li>4. Support ongoing training opportunities as needed.</li> </ol>	<p>primary care providers, including organized provider groups and support staff, in order to ensure awareness and understanding of the CCS Program and eligibility requirements.</p> <ol style="list-style-type: none"> <li>3. Collaborate with CCS to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the CHWP and the CCS Program in authorizing services for subscribers with CCS-eligible conditions.</li> <li>4. Maintain training opportunities on, at least, an annual basis.</li> </ol>
<b>C. CCS Provider Network</b>	<ol style="list-style-type: none"> <li>1. Coordinate with the CCS Regional Office to assist CHWP with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers.</li> <li>2. Coordinate with the CMS Branch to assure identification of local CCS provider network to CHWP.</li> <li>3. Coordinate with CHWP to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop a process to review CHWP providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled.</li> <li>2. Identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers.</li> <li>3. Ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate CHWP specialist.</li> <li>4. Assure that contracting providers understand that CCS reimburses only CCS-paneled providers and CCS-approved hospitals within the network; and only from the date of referral.</li> </ol>
<b>D. Case Identification and Referral</b>	<ol style="list-style-type: none"> <li>1. CCS Regional Office and County CCS program staff will provide technical assistance to CHWPs for the development of CHWP policies, procedures, and protocols for making referrals to the</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop procedures, in conjunction with the local CCS Program, for CHWP or provider to submit the necessary documentation to determine medical eligibility at the time of</li> </ol>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>program, including necessary medical documentation.</p> <ol style="list-style-type: none"> <li>2. CCS Regional Office and County CCS program staff will determine medical eligibility within five working days of receiving adequate medical documentation of the suspicion of a CCS eligible condition.</li> <li>3. CCS Regional Office and County CCS program staff will ensure that provider, designated CHWP personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination. Provide medical consultation as appropriate during the time period from referral to medical eligibility determination.</li> <li>4. CCS Regional Office and County CCS program staff will authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established.</li> <li>5. CCS Regional Office and County CCS program staff will coordinate with CHWP liaison and network designees to share a tracking list of CCS eligibles who are known to the CHWPs. The list will include name, CCS case number, birth date, social security number (if known), CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known.</li> </ol>	<p>referral.</p> <ol style="list-style-type: none"> <li>2. Develop procedures to specify that providers are to refer a subscriber to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which medically necessary services may be approved.)</li> <li>3. Inform families of subscribers of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined.</li> <li>4. Arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the CCS Program for a condition determined to be CCS eligible.)</li> <li>5. Develop with network designees, where applicable, a monthly tracking list to include: name of referred subscriber; address and telephone number; birth date; social security number (if known); CHWP eligibility status; primary care provider name, address, and telephone number; and CHWP number and enrollment /disenrollment dates to be used for coordination and follow-up with the local CCS Program.</li> </ol>
<b>E. Case Management/Tracking and Follow-Up</b>	<ol style="list-style-type: none"> <li>1. CCS Regional Office and County CCS program staff will assist CHWP in assessing, and alleviating barriers to accessing primary and specialty care related</li> </ol>	<ol style="list-style-type: none"> <li>1. Utilize tracking system to coordinate health care services for members receiving services authorized by the CCS Program.</li> </ol>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into the CCS Program.</p> <p>2. CCS Regional Office and County CCS program staff will provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as Local Education Agencies and Regional Centers.</p> <p>3. CCS Regional Office and County CCS program staff will develop systems that result in transmission of medical reports of services provided by CCS authorized providers to the appropriate CHWP primary care providers.</p>	<p>2. Develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations.</p> <p>3. Develop policies and procedures that specify coordination activities among primary care providers, specialty providers, and hospitals and communication with CCS Program case managers.</p>
<b>F. Quality Assurance and Monitoring</b>	<p>1. CMS Branch Liaison and County CCS program staff will conduct jointly with the CHWPs, regular reviews of policies and procedures related to this agreement.</p> <p>2. CMS Branch Liaison and County CCS program staff will participate, at a minimum, in quarterly meetings with the CHWP to update policies and procedures as appropriate.</p> <p>3. CMS Branch Liaison and County CCS program staff will review and update protocol on an annual basis in conjunction with CHWP.</p> <p>4. CMS Branch Liaison and County CCS program staff in conjunction with CHWP, to monitor the effectiveness of the MOU and CHWP/CCS interface.</p>	<p>1. Conduct jointly with the CCS Program, regular reviews of policies and procedures related to this agreement.</p> <p>2. Participate, at a minimum, in quarterly meetings with the CCS Program to update policies and procedures as appropriate.</p> <p>3. Review and update protocols annually in conjunction with the CCS Program.</p> <p>4. Develop work CHWP, in conjunction with CCS, that will monitor the effectiveness of the MOU and the CHWP/CCS interface.</p>
<b>G. Conflict Resolution</b>	<p>1. Assign appropriate CCS Program management and professional/liaison staff to participate with CHWP management staff in the resolution</p>	<p>1. Assign appropriate CHWP management/liaison staff to participate with the local CCS Program management and professional staff in the resolution</p>



Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CCS Program/liaison staff to participate in, at a minimum, quarterly meetings with CHWP management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>3. If disagreement regarding medical eligibility and program benefits determination exists, physicians may submit written request to CCS for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS.</p> <p>4. Refer issue to CMS Regional Office if problem cannot be resolved locally.</p>	<p>of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CHWP management/liaison staff to participate in, at a minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>3. Refer issue to the appropriate CMS Regional Office if problem cannot be resolved locally.</p>

## THE CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

The Child Health and Disability Prevention ("CHDP") Program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the Federal Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT") Program. The CHDP Program also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

Yuba County administers the CHDP Program through Yuba County Public Health. Yuba County Public Health will maintain responsibility for and oversight of the CHDP Program consistent with 17 CCR 6800 et seq., and any other applicable laws and regulations.

California Health and Wellness Plan ("CHWP") will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21, as required by the Medi-Cal Contract. CHWP will ensure the overall coordination of care and case management of its Members who obtain CHDP services through the Yuba County Public Health, school districts, or school sites.

The Parties understand and agree that CHWP will not be responsible for compensation to Yuba County, or any division thereof, for the provision of CHDP Program services.

The Parties hereby agree to coordinate services relative to the CHDP Program as follows:

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
<b>A. Liaison</b>	<ol style="list-style-type: none"> <li>1. Appoint CHDP Deputy Director or designee to coordinate activities with CHWP and to notify CHWP and CHDP staff of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will appoint a Senior Public Health Administrator to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers of their roles and responsibilities.</li> <li>2. Liaisons will meet at least quarterly and more often if requested by either liaison.</li> </ol>
<b>B. Policies and Procedures</b>	<ol style="list-style-type: none"> <li>1. CHDP will maintain a copy of pertinent CHWP policies and procedures, as appropriate.</li> <li>2. CHDP will provide a copy of pertinent CHDP policies and procedures to CHWP.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will provide a copy of pertinent CHWP policies and procedures to the CHDP program.</li> <li>2. CHWP will maintain a copy of pertinent CHDP policies and procedures, as appropriate.</li> </ol>
<b>C. Outreach</b>	<ol style="list-style-type: none"> <li>1. CHDP program staff will outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible.</li> <li>2. CHDP will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure that face-to-face informing about</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will inform Members of available CHDP or CHDP equivalent services.</li> <li>2. CHWP will provide CHDP office with a current list of Contracting Providers.</li> <li>3. CHWP will ensure Members are assigned to appropriate Contracting Primary Care</li> </ol>

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>entitlement to CHDP Services is done.</p> <p>3. CHDP program staff will provide informing, referral and documentation to persons referred by PM357s from DSS following DSS' basic informing efforts.</p> <p>4. CHDP program staff will coordinate with CHWP outreach to Members disenrolled from managed care.</p>	<p>Physicians.</p> <p>4. CHWP staff will contract CHWP members not utilizing preventive health services, and refer appropriately.</p> <p>5. CHWP will provide a monthly list of mandatory Medi-Cal disenrollments age 20 and under to CHDP.</p> <p>6. CHWP will inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligibles that terminate from CHWP.</p>
<b>D. Appointment Scheduling and Transportation Assistance</b>	<p>1. CHDP program staff will handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance by referring to CHWP Member Services Department.</p>	<p>1. CHWP Primary Care Physicians are primarily responsible for providing CHDP equivalent services, or as otherwise specified in the Medi-Cal Contract, and for referring Members to appropriate physician specialist services.</p> <p>2. CHWP will provide transportation assistance to Members in accordance with its transportation policies.</p> <p>3. CHWP will handle Member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.</p>
<b>E. Tracking and Following-Up</b>	<p>1. CHDP program staff will provide consultation to CHWP Contracting Providers in tracking hard to reach clients.</p> <p>2. CHDP programs staff will provide assistance and technical consultation to CHWP and Contracting Providers in making referrals to appropriate community resources and agencies.</p> <p>3. CHDP will provide list of dentists who accept Medi-Cal, updated yearly.</p>	<p>1. CHWP Primary Care Physicians are responsible for primary care case management, including tracking Members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care.</p> <p>2. CHWP Primary Care Physicians are responsible for follow-up missed appointments in accordance with CHWP procedures.</p>

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
		<p>3. CHWP Primary Care Physicians are responsible for referring those children who have lost Medi-Cal eligibility and CHWP coverage and still require treatment to the CHDP program.</p> <p>4. CHWP Primary Care Physicians are responsible for referring Members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services.</p> <p>5. CHWP Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam.</p> <p>6. CHWP shall notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and CHWP coverage, and still need treatment.</p>
F. Health Education	<p>1. CHDP program staff will perform community-wide education about child health issues, including CHDP services.</p> <p>2. CHDP program staff will make health education resources available to CHWP and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow.</p> <p>3. CHDP program staff will meet with CHWP liaison at the quarterly meetings.</p>	<p>1. CHWP Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines.</p> <p>2. CHWP health educators will coordinate prevention activities targeted to children and teens with CHDP staff.</p> <p>3. CHWP staff will meet with CHDP health education staff at the quarterly meetings.</p>
G. Provider Network	<p>1. CHDP will act as a consultant to CHWP and its Contracting Providers regarding CHDP policies and guidelines, including ongoing programmatic update.</p> <p>2. CHDP will assist CHWP in</p>	<p>1. CHWP assumes the primary responsibility for developing and maintaining a provider network to meet regulations and member needs.</p> <p>2. CHWP will provide training to</p>

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>provider training on CHDP standards, as requested.</p> <p>3. CHDP will distribute all CHDP provider notices to CHWP Contracting Providers and identified CHWP staff.</p> <p>4. In collaboration with CHWP staff, enroll primary care providers who qualify to become CHDP providers.</p> <p>5. Collaborate with CHWP in performing PCP site reviews and completion of provider agreements.</p>	<p>Contracting Providers on CHDP standards.</p> <p>3. CHWP will provide a list of Contracting Providers to the CHDP program at the time the list is updated.</p> <p>4. CHWP will attempt to contract with qualified CHDP PCP's as they are identified to us by CHDP or encourage PCP's to enroll with CHDP.</p> <p>5. Local QM staff will collaborate with local CHDP staff in reviewing PCP offices for compliance with CHDP standards as possible.</p>
<b>H. Data Collection</b>	<p>1. CHDP will collaborate with CHWP in data collection efforts and share data as requested.</p>	<p>1. CHWP will collect and submit to State and local CHDP program data required on PM160 Information Only form.</p>
<b>I. Quality Assurance</b>	<p>1. CHDP will provide consultation to CHWP regarding EPSDT/CHDP mandates, standards and policies.</p> <p>2. CHDP program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations.</p> <p>3. When a problem Provider is identified based on Member complaints, or other information, CHDP will alert CHWP to initiate investigation.</p> <p>4. CHDP will assist in implementation of corrective action plan, as indicated.</p> <p>5. Coordinate efforts with CHWP to improve quality of care for CHDP recipients.</p>	<p>1. CHWP will monitor Contracting Provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements, establish standards and policies to implement mandates and determine provider qualifications.</p> <p>2. CHWP will collect needed data indicators.</p> <p>3. CHWP will develop corrective action plan when standards are not met.</p> <p>4. CHWP will implement corrective action plan.</p> <p>5. Collaborate with CHDP staff or review of PM160 data to identify training needs.</p> <p>6. Local QM Staff will coordinate the review of PCP offices for compliance with case management standards.</p>
<b>J. Monitoring</b>	<p>1. Liaisons will meet at least quarterly</p>	<p>1. Liaisons will meet at least quarterly to monitor this</p>

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>to monitor this Agreement.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p>	<p>Agreement.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.</p>
<b>K. Conflict Resolution</b>	<p>1. CHDP staff will be responsible to communicate issues not immediately resolvable to the State Children's Medical Services Branch.</p>	<p>1. CHWP staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.</p>

## TUBERCULOSIS/DIRECTLY OBSERVED THERAPY

California Health and Wellness Plan ("CHWP") will maintain and operate a system that ensures the provision of medically necessary services for the diagnosis, treatment and follow-up care for tuberculosis ("TB") in compliance with the guidelines recommended by the American Thoracic Society ("ATS") Centers for Disease Control and Prevention ("CDC") and California Department of Public Health (CDPH)-TB Control Branch, as required by the Medi-Cal Contract.

Yuba County administers the TB control program locally through Yuba County Public Health and Human Services Department Public Health Division. Yuba County Public Health provides directly observed therapy ("DOT") for TB, a service which is carved out of CHWP's Medi-Cal Contract.

The Parties understand and agree that CHWP will not be responsible for compensation to Yuba County, or any division thereof, for the provision of DOT services.

In order to achieve optimum clinical outcomes and maximize opportunities to control the spread of TB, the Parties hereby agree to coordinate services relative to TB as follows:

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
A. Liaison	<ol style="list-style-type: none"> <li>The TB Control Officer or designee will : <ol style="list-style-type: none"> <li>Serve as a liaison to coordinate activities with CHWP.</li> <li>Notify relevant staff of their roles and responsibilities related to coordination.</li> <li>Meet at least quarterly to address and resolve operational issues and to identify providers who may need training or retraining, and identify who will provide the training.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>CHWP will appoint a designee to coordinate activities with CHWP and LHD TB staff and to notify CHWP employees and Contracting Providers of their roles and responsibilities regarding TB reporting and Direct Observed Therapy (DOT) responsibilities.</li> </ol>
B. Reporting	<ol style="list-style-type: none"> <li>LHD Staff will: <ol style="list-style-type: none"> <li>Compile all mandated statistics on tuberculosis.</li> <li>Share with CHWP incidents and other relevant reports, as requested or as appropriate.</li> </ol> </li> <li>TB Control Officer or designee will: <ol style="list-style-type: none"> <li>Inform CHWP of reporting procedures and requirements for providers as mandated by law.</li> <li>Monitor TB reporting of CHWP providers and if problems arise, inform and assist in corrective action.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>CHWP will instruct providers to report all suspected and known diagnosis of active tuberculosis cases within one working day of identification to the LHD in accordance with the California Code of Regulations, Title 17, and Section 2500. CHWP providers will also report PPD reactors (anyone with a (+) skin test) or anyone with a positive IGRA test to the LHD.</li> </ol>
C. Case	<ol style="list-style-type: none"> <li>The LHD will assign a TB case manager who will:</li> </ol>	<ol style="list-style-type: none"> <li>CHWP will notify the LHD of the CHWP clinical services provider</li> </ol>

Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
<b>Management</b>	<ol style="list-style-type: none"> <li>a. Promptly notify CHWP of any change in assignment of TB Case Manager (TBCM).</li> <li>b. Insure request for hospital transfer or discharge review within 24 hours of receipt of request. Requests may be submitted to LHD MON, TUE, WED before 5:00 p.m. PST, THURS before Noon PST.</li> </ol>	<ol style="list-style-type: none"> <li>(“CSP”) responsible for coordination of care with the LHD for each Member.</li> <li>2. CHWP will instruct providers to:               <ol style="list-style-type: none"> <li>a. Collaborate with LHD on joint case management and coordination of care.</li> <li>b. Promptly notify the LHD of any changes in the plan provider assigned to a confirmed or suspected TB case.</li> <li>c. Obtain Health Officer approval prior to hospital transfer or discharge of any patient with known or suspected TB as required by Health &amp; Safety Codes.</li> </ol> </li> </ol>
<b>D. Treatment</b>	<p>TB Control Officer will provide technical assistance to CHWP Medical Director regarding standards of care.</p> <ol style="list-style-type: none"> <li>1. TB Control staff will follow up on clients who are inconsistent in maintaining clinic contact and clients who lose medical eligibility.</li> <li>2. The TB Control Officer will determine who requires DOT.</li> </ol>	<p>CHWP will instruct providers to:</p> <ol style="list-style-type: none"> <li>1. Consult with the local TB Control Officer/TB Control Staff about treatment recommendations and protocols as needed, and treat suspected or confirmed cases as per the most recent American Thoracic Society/CDC/ CDPH-TB Control Branch recommendations..</li> <li>2. Obtain monthly sputum smears and cultures until documented conversion to negative culture or as recommended by TB Control Officer/CDPH TB Control Branch.</li> <li>3. Promptly report drug susceptibility results to the LHD.</li> <li>4. Submit updated treatment plans at least every three months until treatment is completed, in accordance with Health &amp; Safety Code section 121362, or more frequently as determined by the LHD until treatment is completed.</li> <li>5. Notify LHD TB Control staff of adverse reactions to medications and changes in medication orders.</li> <li>6. Report to the LHD TB Control staff when the Member does not respond to treatment or fails to</li> </ol>



Service	County Local Health Department ("LHD") Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
		<p>complete treatment as prescribed.</p> <p>7. Assess patients for potential barriers to adherence to treatment and to collaborate with LHD TB Control staff to identify and address barriers including considering patients for DOT.</p> <p>8. Notify the LHD TB Control staff when the Member completes TB treatment, ceases TB treatment, or is suspected of non-adherence to TB treatment, including patient failure to keep appointments, relocates, or transfers care.</p> <p>9. Obtain Health Officer approval prior to hospital transfer or discharge of any patient with known or suspected TB as required by Health &amp; Safety Codes.</p>
<b>E. Directly Observed Therapy</b>	<p>LHD TB Control staff will:</p> <ol style="list-style-type: none"> <li>1. Inform CHWP regarding DOT protocols and criteria</li> <li>2. Provide field or clinic based DOT to CHWP members as deemed necessary by the Health Officer/TB Controller.</li> <li>3. Maintain DOT medication records, provide them to CHWP providers as requested &amp; appropriate.</li> <li>4. Notify providers of adverse effects of medication and changes in DOT schedules.</li> </ol>	<p>CHWP will instruct providers to:</p> <ol style="list-style-type: none"> <li>1. Refer all active TB or suspect TB patients to the LHD TB Control program for assessment of the need for DOT.</li> <li>2. Notify TB Control staff of next appointment with PCP, adverse reactions to medications, changes in medication order, and date patient completes therapy.</li> </ol>
<b>F. Hospital Treatment</b>	<ol style="list-style-type: none"> <li>1. LHD will review requests for hospital transfer or discharge within 24 hours of receipt of the request. Requests may be submitted to LHD MON, TUE, WED before 5:00 p.m. PST, THURS before Noon PST</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will obtain LHD approval prior to hospital transfer or discharge of any Members with known or suspected TB.</li> </ol>
<b>G. Contact Investigation and Treatment</b>	<ol style="list-style-type: none"> <li>1. LHD will provide CHWP with guidance for examination and treatment of contacts.</li> <li>2. LHD will refer patients who are</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will cooperate with the LHD in conducting contact and outbreak investigations.</li> <li>2. CHWP will examine contacts</li> </ol>

<b>Service</b>	<b>County Local Health Department ("LHD") Responsibilities</b>	<b>California Health and Wellness Plan ("CHWP") Responsibilities</b>
	Members to CHWP for evaluation and treatment as necessary.	referred by LHD according to CDPH/CTCA, ATS, CDC guidelines and the contacts priority status determined by exposure and index case infectiousness, but in no case later than 14 days.. Based on the results of the examination CHWP will treat if necessary, unless contra-indicated.
<b>H. Health Education</b>	<ol style="list-style-type: none"> <li>1. LHD will make health education resources available to CHWP.</li> <li>2. LHD will coordinate community-wide education efforts regarding TB diagnosis, treatment, prevention, and screening.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will provide Providers with information regarding TB control and treatment strategies.</li> </ol>
<b>I. Evaluation</b>	<ol style="list-style-type: none"> <li>1. LHD will assess treatment parameters and outcomes and work with CHWP to identify and correct deficiencies.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will assess treatment parameters and outcomes and work with LHD to identify and correct deficiencies.</li> </ol>
<b>J. Laboratory Services</b>	<ol style="list-style-type: none"> <li>1. LHD will, as needed, provide technical assistance to CHWP in selecting a laboratory that conforms to requirements.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will utilize laboratories that conform to all the provisions of 17 CCR 2505 and ATS and CDC guidelines.</li> </ol>
<b>K. MOU Monitoring</b>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at least quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Liaisons will meet at lease quarterly to monitor this Agreement.</li> <li>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</li> </ol>
<b>L. Conflict Resolution</b>	<ol style="list-style-type: none"> <li>1. When a problem occurs that cannot be resolved at the local level, the LHD will notify the appropriate State program, and the plan will notify the DHS MMCD Contract Manager.</li> </ol>	<ol style="list-style-type: none"> <li>1. When a problem occurs that cannot be resolved at the local level, the plan will notify the DHS MMCD Contract Manager, and the LHD will notify the appropriate State program.</li> </ol>

## TARGETED CASE MANAGEMENT SERVICES

Yuba County Public Health is a local government agency ("LGA") under contract with the Department of Health Care Services to serve as a Targeted Case Management services provider ("TCM Provider"). TCM Provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.

While a California Health and Wellness Plan ("CHWP") member may be eligible for TCM services, the parties understand and agree that these services are not covered by CHWP under its contract with the Department of Health Care services and CHWP will not be responsible for compensation to Yuba, County, or any division thereof, for such services.

The parties agree to coordinate services relative to TCM as follows:

Service	Targeted Case Management ("TCM") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
<b>A. Policies and Procedures</b>	1. TCM will collaborate with CHWP to develop TCM policies and procedures to ensure non-duplication of services.	1. CHWP will collaborate with TCM to develop CHWP policies and procedures to ensure non-duplication of services.
<b>B. Liaison</b>	1. TCM will appoint a designee to coordinate services with CHWP.  2. TCM and CHWP staff will meet quarterly or more frequently, if requested by either liaison.  3. TCM Program staff will work with CHWP to develop, implement, and coordinate a work plan as indicated.	1. CHWP will appoint a designee to coordinate services with TCM.  2. CHWP and TCM staff will meet quarterly or more frequently, if requested by either liaison.  3. CHWP staff will work with TCM program staff to develop, implement, and coordinate a work plan as indicated.
<b>C. Targeted Case Management Services</b>	1. TCM Program shall provide CHWP with the TCM target populations in which the TCM Program participates, including the TCM target population definition(s).  2. For TCM target populations in which the TCM Program participates, the TCM Program shall provide CHWP direction for referring clients to TCM when: <ul style="list-style-type: none"> <li>a. CHWP has identified a non-medical need requiring face-to-face case management.</li> <li>b. CHWP has identified issues where TCM case management may be beneficial.</li> </ul> 3. TCM Program will refer any CHWP	1. CHWP providers shall identify members who are eligible for TCM services.  2. CHWP will refer members who are eligible for TCM services to TCM Program as appropriate.  3. If CHWP members under age 21 are not accepted for TCM services, CHWP will ensure members' access to services comparable to EPSDT TCM services.  4. CHWP shall collaborate with the TCM Program for referral of members when members require services not covered by CHWP.  5. If a CHWP member is receiving TCM services, CHWP shall be

Service	Targeted Case Management ("TCM") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>member with an open TCM case to CHWP's care coordinator when the TCM case manager identifies medical needs.</p> <p>4. TCM Program will notify CHWP care coordinator when member medical needs are not being addressed in a timely and effective manner as determined by the TCM case manager.</p> <p>5. TCM Program will provide CHWP with a member status update when a TCM assessment is performed.</p>	<p>responsible for coordinating the member's health care with the TCM provider and determining the medical necessity of diagnostic and treatment services recommended by the TCM provider that are CHWP covered services.</p>
<b>D. Outreach</b>	<p>1. TCM Program will query all TCM clients to ascertain if they are assigned to CHWP for their primary medical care.</p>	<p>1. CHWP will inform TCM Program of any errors in member assignment information provided by TCM Program.</p>
<b>E. Monitoring MOU</b>	<p>1. Local TCM Program and CHWP staff will meet at least quarterly, or more frequently as necessary, to monitor this MOU.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>3. TCM Program will collaborate with CHWP to revise and update this MOU when DHCS provides the additional MOU guidance as referenced in DHCS Policy and Procedure Letter 11-006.</p>	<p>1. Liaisons from CHWP and the local TCM Program will meet at least quarterly, or more frequently as necessary, to monitor this MOU.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>3. CHWP will collaborate with TCM Program to revise and update this MOU when DHCS provides the additional MOU guidance as referenced in DHCS Policy and Procedure Letter 11-006.</p>
<b>F. Conflict Resolution</b>	<p>1. Issues that cannot be resolved by the TCM Program liaison will be referred to Department of Health Care Services as appropriate.</p>	<p>1. Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.</p>

## IMMUNIZATION SERVICES

SERVICE	County Immunization Services Program Responsibilities	California Health and Wellness Plan (CHWP) Responsibilities
A. LIAISON	<ol style="list-style-type: none"> <li>1. Immunization Nurse will coordinate activities with CHWP and will notify Immunization Program staff of their roles and responsibilities related to coordination.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local Quality Management Specialist (QM) Nurse will serve as liaison to coordinate activities with Immunization Program staff and to inform CHWP staff.</li> </ol>
B. CLIENT OUTREACH AND ACCESS	<ol style="list-style-type: none"> <li>1. As resources allow; Coordinate and staff special immunization sites and special events basis.</li> <li>2. Refer CHWP families to CHWP Outreach in order to access care if the child does not have a Primary Care Physician (PCP).</li> <li>3. Refer clients to PCP's, including county clinics and community based organizations for immunizations.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will automatically mail reminder notices to families regarding immunizations needed.</li> <li>2. Upon request, Customer Service Unit Representatives and/or Community Resource Coordinators (CRC) staff may assist in scheduling appointments to reasonably ensure timely immunizations Health Education Project Manager will notify providers of the availability of free vaccines through Vaccines for Children Program (VFC).</li> <li>3. CHWP will educate PCP to immunize adults.</li> </ol>
C. TRACKING AND DATA COLLECTION	<ol style="list-style-type: none"> <li>1. Encourage CHWP participation in county's data tracking system to monitor immunization levels in the county.</li> <li>2. Provide county wide immunization rates to CHWP as available.</li> <li>3. YCHHSD PHD will support California Immunization Registry (CAIR) and Health Care Effectiveness Data and Information Set (HEDIS) as resources allow.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP staff will encourage PCP participation in California Immunization Registry (CAIR) to monitor immunization levels in the county.</li> <li>2. Upon request, CHWP will provide Immunization Program on immunization rates from CHWP Data and HEDIS.</li> </ol>

	<ol style="list-style-type: none"> <li>4. YCHHSD staff will participate in the local immunization coalition.</li> </ol>	<ol style="list-style-type: none"> <li>3. Local QM Nurse will participate in immunization coalition.</li> <li>4. CHWP is required by contract to conduct annual HEDIS studies and will involve YCHHSD PHD as YCHHSD resources allow assist in obtaining results.</li> <li>5. CHWP providers will follow immunization recommendations per the Advisory Committee on Immunization Practices (ACIP) and the American Association of Pediatrics (AAP).</li> </ol>
<b>D. HEALTH EDUCATION</b>	<ol style="list-style-type: none"> <li>1. As resources allow; support an educational media campaign that urges parents to immunize their children according to the appropriate schedule.</li> <li>2. As resources allow; conduct public education campaigns to inform consumers of special circumstances, such as outbreaks of vaccine preventable diseases.</li> <li>3. Provide technical expertise on a variety of related topics for primary care providers, county clinics, and community based organizations, schools, etc., as resources allow.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will collaborate with Immunization Program to develop member education program on an ongoing basis.</li> <li>2. Local QM Nurse will assist county in dissemination of information to providers and members about disease outbreaks, health fairs, free clinics, etc. via the immunization coalition.</li> <li>3. CHWP will generate reports regarding members' immunization status to PCP.</li> </ol>
<b>E. QUALITY IMPROVEMENT</b>	<ol style="list-style-type: none"> <li>1. Work in coordination with CHWP to facilitate the increase of immunizations in the County.</li> <li>2. Advocate for state and federal policies that support access to immunizations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will work on coordination with Immunization Program to facilitate the increase of immunizations in the County through ongoing provider and member communication.</li> <li>2. CHWP Intervention Strategy Committee will develop interventions that support access to immunization.</li> <li>3. Plans are required to implement quality improvement interventions aimed at achieving the Healthy People 2020 immunization rate objectives.</li> </ol>

<b>F. SURVEILLANCE</b>	<ol style="list-style-type: none"> <li>1. As resources allow; Conduct epidemiological investigations on vaccine related preventable diseases.</li> <li>2. Provide technical assistance to providers during disease outbreaks.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will instruct providers to report cases of vaccine preventable diseases to the Communicable Disease Program via telephone call; provider will immediately complete the Confidential Morbidity Report and forward to DCH Communicable Disease Department in accordance with the California Health and Safety Code.</li> <li>2. CHWP and CRC Staff will assist Immunization Program in contacting providers during disease outbreaks.</li> </ol>
<b>G. MONITORING AND CONFLICT RESOLUTION</b>	<ol style="list-style-type: none"> <li>1. Schedule quarterly or more often if needed meetings with CHWP liaison to monitor MOU.</li> <li>2. Conduct a periodic review of, update and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Provide notice in accordance with the terms of the Service Agreement of 60 days to CHWP for any modifications of MOU.</li> <li>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the YCHHSD and CHWP. If agreement cannot be reached at the local level, it is to be elevated to the State Immunization Branch for resolution.</li> </ol>	<ol style="list-style-type: none"> <li>1. Local QM Nurse will meet quarterly or more often if needed with the Immunization liaison to monitor this agreement quarterly and/or upon request.</li> <li>2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</li> <li>3. Local Program Manager will provide notice in accordance with the terms of the Services Agreement of 60 days should CHWP decide to modify this agreement.</li> <li>4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the YCHHSD and CHWP. If agreement cannot be reached at the local level, it is to be elevated to the State MMCD for resolution.</li> </ol>
<b>H. MEDICAL RECORD MANAGEMENT</b>	<ol style="list-style-type: none"> <li>1. The local health department, with parent approval, shall provide immunization records to PCP when immunization services are billed to the Contractor.</li> </ol>	

<p><b>I. PROTECTED HEALTH INFORMATION</b></p>	<ol style="list-style-type: none"> <li>1. YCHHSD will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:  HIPAA / 45 C.F.R. Parts 160 and 164  LPS / W &amp; I Code Sections 5328-5328.15  45 C.F.R. Part 2  HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>  CMIA (Ca Civil Code 56 through 56.37)</li> <li>2. YCHHSD will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. YCHHSD will notify CHWP of verified breaches (as defined by the HITECH Act) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will comply with applicable portions of:  HIPAA / 45 C.F.R. Parts 160 and 164  LPS / W &amp; I Code Sections 5328-5328.15  45 C.F.R. Part 2  HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>  CMIA (Ca Civil Code 56 through 56.37)</li> <li>2. YCHHSD will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>4. CHWP will notify YCHHSD within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
AND  
E-CENTER HEAD START**

This Memorandum of Understanding (hereafter "MOU") stands as evidence that E-Center Head Start and Yuba County Health and Human Services Department (hereafter "YCHHSD") intend to work towards the mutual goal of providing the maximum availability of health care resources for screening of the Head Start population. Both agencies believe that their collaboration to provide hearing screening workshops, as described herein, will further this goal. Each agency agrees to participate in this collaboration in the following manner:

**1. TERM**

The term of this MOU shall commence July 1, 2014 and shall terminate June 30, 2015 unless otherwise terminated by either in accordance with Provision 5.2.

**2. DESIGNATED REPRESENTATIVES**

The Director is the authorized representative of the E-Center Head Start. The Director or Interim Director of Yuba County Health and Human Services Department (YCHHSD) is the authorized representative for YCHHSD. Changes in designated representatives shall occur by advance written notice to the other party.

**3. DUTIES AND RESPONSIBILITIES**

**3.1 YCHHSD SHALL:**

- 3.1.1** Provide workshops on the theory and practice of screening children for hearing problems through the use of state approved hearing screening and audiometric curriculum.
- 3.1.2** Provide all needed training handouts and materials to complete the workshop.
- 3.1.3** Upon successful completion of the theory and practice workshops, will provide a certificate of attendance which qualifies participants to provide basic hearing screening and referral for four years from the date of attendance; and
- 3.1.4** Provide hearing workshops based on the need of Child Health and Disability Prevention Program (CHDP) providers, Head Start,

Migrant Head Start and at any agency or organization where a medical supervisor assumes responsibility of hearing screening.

### **3.2 E-CENTER HEAD START SHALL:**

**3.2.1** Provide a facility for a four hour lecture on theory and techniques as determined by group size.

**3.2.2** Provide a facility for the three-hour hands-on supervised practice sessions on screening children. Sessions will be limited to fifteen participants and the total number of sessions will be determined by the overall number of attendees.

**3.2.3** Provide American National Standards Institute (ANSI) calibrated audiometers for the practice sessions; and

**3.2.4** Provide the children authorized to be screened during the hands-on supervised practice sessions of the workshop.

### **3.3 YCHHSD and E-CENTER HEAD START SHALL:**

**3.3.1** Understand that the workshop shall be open to CHDP providers, Head Start, Migrant Head Start and staff at any agency or organization where a medical supervisor assumes responsibility of hearing screening for children.

**3.3.2** E-Center Head Start shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of E-Center Head Start, which may arise from the intentional or negligent acts or omissions of E-Center Head Start in the provision of facilities, equipment, and authorized children to be screened under this Agreement by E-Center Head Start, or any of E-Center Head Start's officers, agents, employees, contractors, or sub-contractors.

## **4. CONFIDENTIALITY**

E-Center Head Start and YCHHSD will ensure appropriate privacy and security safeguards with respect to all information that either party may create or receive in regard to services to be provided pursuant to this MOU and in regard to all Personally Identifiable Information (PII) and/or Protected Health Information (PHI) that either party may receive, use, or disclose in connection

with the services to be provided. E-Center Head Start and YCHHSD agree to maintain compliance with confidentiality regulations. At no time shall either party'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. Said party's and their employees, agents, and representatives shall protect such information and treat it as strictly confidential. For purposes of this paragraph, identity shall include; but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

## **5. GENERAL PROVISIONS**

5.1 This MOU may be amended only by the written, mutual consent of both parties.

5.2 This MOU may be terminated by either party, with or without cause, upon 30 (thirty) days written notice to the other party.

## **6. NOTICES**

Any notice required or permitted to be given under this MOU shall be in writing to the other party.

Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Interim Director  
Yuba County Department of  
Health and Human Services  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>TH</sup> Street, Suite 111  
Marysville, CA 95901

If to E-Center Head Start:

Jodie Keller, ECE Program Director  
1128 Yuba Street  
Marysville, CA 95901

## **7. ATTACHMENTS.**

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

Attachment A - Insurance Provisions Services

IN WITNESS WHEREOF, this MOU has been executed as follows

COUNTY OF YUBA

By: Jennifer Vasquez  
Jennifer Vasquez, Interim Director  
Yuba County Health and  
Human Services Department

On: 7/21/14  
(Date)

E-Center Head Start

By: Jodie Keller  
Jodie Keller  
ECE Director *Huber A. [Signature]*

On: 7/10/14  
(Date)  
7/15/14

INSURANCE PROVISIONS APPROVED

Martha Wilson  
Martha Wilson,  
Risk Manager

APPROVED AS TO FORM

Angil P. Morris-Jones  
Angil P. Morris-Jones  
Yuba County Counsel

## ATTACHMENT A

### INSURANCE PROVISIONS

**A.1 INSURANCE.** E-CENTER HEAD START shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the E-CENTER HEAD START, its agents, representatives, or employees.

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

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

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

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

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

If the E-CENTER HEAD START maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by E-CENTER HEAD START.

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

**A.4 Additional Insured Status.** COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of E-CENTER HEAD START; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of E-CENTER HEAD START including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the E-CENTER HEAD START's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**A.5 Primary Coverage.** For any claims related to this contract, E-CENTER HEAD START's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of E-CENTER HEAD START 's insurance and shall not contribute with it.

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

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

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

**A.9 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

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

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

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

**A.10.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, E-CENTER HEAD START must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

**A.12 Subcontractors.** E-CENTER HEAD START shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**A.13 Special Risks or Circumstances.** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CHDP Administrative Budget Summary for FY 2014-2015**  
**No County/City Match**  
**County/City Name: Yuba**

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$85,071	\$798	\$84,273	\$58,012	\$26,261
II. Total Operating Expenses	\$7,909	\$0	\$7,909	\$2,214	\$5,695
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$21,268	\$0	\$21,268		\$21,268
V. Total Other Expenses					
Budget Grand Total	\$114,247	\$798	\$113,449	\$60,225	\$53,224

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$798	\$798			
Medi-Cal Funds:			\$113,449		
State	\$41,668		\$41,668	\$15,056	\$26,612
Federal (Title XIX)	\$71,781		\$71,781	\$45,169	\$26,612

Prepared By (Signature)

Date Prepared

530-749-6754

llangley@co.yuba.ca.us

CHDP Director or Deputy

Director (Signature)

Date

530-749-6454

candersen@co.yuba.ca.us

**CHDP Administrative Budget Worksheet for FY 14-15**  
**No County/City Match**  
**State and State/Federal**

County/City Name: Yuba

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 8)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>Personnel Expenses</b>											
1. PHN II CHDP Dep Dir Andersen	47.00%	\$85,374	\$40,129	1.983%	\$798	98.011%	\$39,329	90.0%	\$35,395.91	10.00%	\$3,932.88
2. RN - Hawkins	5.00%	\$73,068	\$3,653			100%	\$3,653	89.0%	\$3,251.53	11.00%	\$401.87
3. Office Spec. - Hamiger	30.00%	\$39,022	\$11,707			100%	\$11,707			100.00%	\$11,707
4. PHN II - Camarena	4.25%	\$75,849	\$3,224			100%	\$3,224	91.0%	\$2,933	9.00%	\$290
5. SR. Acct. Tech. - Langley	5.00%	\$54,445	\$2,722			100%	\$2,722			100.00%	\$2,722
6. OA Bilingual - Villalobos	5.00%	\$34,610	\$1,731			100%	\$1,731			100.00%	\$1,731
7.											
8.											
9.											
	96%										
<b>Total Salaries and Wages</b>			\$63,162		\$798		\$62,365		\$41,581		\$20,784
Less Salary Savings											
<b>Net Salaries and Wages</b>			\$63,162		\$798		\$62,365		\$41,581		\$20,784
<b>Staff Benefits (Specify %) (Actual)</b>			\$21,908				\$21,908		\$16,431		\$5,477
<b>I. Total Personnel Expenses</b>			\$85,070		\$798		\$84,273		\$58,012		\$26,261
<b>II. Operating Expenses</b>											
1. Travel			\$3,000				\$3,000		\$1,620		\$1,380
2. Training			\$1,100				\$1,100		\$584		\$506
3. Office Expense			\$2,195				\$2,195				\$2,195
4. Educational Material			\$814				\$814				\$814
5. Space Rental			\$0				\$0				\$0
6. Communications			\$0				\$0				\$0
7. Provider Training			\$200				\$200				\$200
8. Equipment			\$800				\$800				\$800
9.											
10.											
<b>II. Total Operating Expenses</b>			\$7,909				\$7,909		\$2,214		\$5,695
<b>III. Capital Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>II. Total Capital Expenses</b>											
<b>IV. Indirect Expenses</b>											
1. Internal (Specify %) 25.00%			\$21,268				\$21,268				\$21,268
2. External (Specify %) 0.00%											
<b>IV. Total Indirect Expenses</b>			\$21,268				\$21,268				\$21,268
<b>V. Other Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>V. Total Other Expenses</b>											
<b>Budget Grand Total</b>			\$114,247		\$798		\$113,449		\$80,226		\$53,224

Prepared By (Signature) Liz Langley Date Prepared 9/3/14 Phone Number 530-749-8754 Email Address llangley@co.yuba.ca.us  
 CHDP Director or Deputy Director Charles Andersen PHN Date 10/14/14 Phone Number 530-749-8454 Email Address canderson@co.yuba.ca.us



CHDP  
BUDGET NARRATIVE  
PROJECTED  
FISCAL YEAR 2014-2015

I. PERSONNEL EXPENSES

Total Salaries:	\$63,162
Total Benefits:	<u>\$21,908</u>
<b>Total Personnel Expenses:</b>	<b>\$85,070</b>

II. OPERATING EXPENSES

1	<u>Travel</u>	\$ 3,000	Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, plane, and per diem for lodging/meals.
2	<u>Training</u>	\$ 1,100	Cost of one nurse attending the Diabetes Annual Conference and one nurse attending the Childhood Obesity Conference in San Diego.
3	<u>Equipment</u>	\$ 600	Replacement printers for Office Specialist and Deputy Director.
4	<u>Office Expense</u>	\$ 2,195	Office supplies, Copies, Postage and various materials for day to day operations
5	<u>Educational Material</u>	\$ 814	Materials to promote healthy lifestyles, childhood safety, oral health and/or other Public Health messages for children 0-21. CHDP staff, during outreach activities will hand out educational material to health providers and the community.
6	<u>Space Rental</u>	\$ -	(150 sq ft x \$2.404 per sq ft x .89 FTE's x 12 mo=\$4,327.22) + (114.57 sq ft x \$2.404 per sq ft x .89 FTE's x 12 for common space area = \$3,305.13)
7	<u>Communications</u>	\$ -	(\$64.56 per FTE x 1.00 FTE's x 12 mo)
8	<u>Provider Training</u>	<u>\$ 200</u>	Audiology, Vision, Fluoride Varnish Training or as determined by need
<b>Total Operating Expenses:</b>		<b>\$ 7,909</b>	

III. CAPITAL EXPENDITURES

\$ -

IV. INDIRECT EXPENSE

1	<u>Internal</u>	\$ 21,268	25% of Total Personnel Expense to cover indirect expenses.
2	<u>External</u>	<u>\$ -</u>	
<b>Total Indirect Expenses:</b>		<b>\$ 21,268</b>	

V. Other Expenses

<b>Total Other Expenses:</b>	<u>\$ -</u>
<b><u>BUDGET GRAND TOTAL:</u></b>	<b><u>\$ 114,247</u></b>


## CHDP Administrative Budget Summary for FY 2014-2015

County/City Match

County/City Name: Yuba

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced County/City/Federal (25/75)	Nonenhanced County/City/Federal (50/50)
I. Total Personnel Expenses	\$50,667	\$43,996	\$6,670
II. Total Operating Expenses	\$833	\$0	\$833
III. Total Capital Expenses	\$0		\$0
IV. Total Indirect Expenses	\$12,667		\$12,667
V. Total Other Expenses	\$0		\$0
Budget Grand Total	\$64,167	\$43,996	\$20,171

Column	1	2	3
Source of Funds	Total Funds	Enhanced County/Federal (25/75)	Nonenhanced County/Federal (50/50)
County Funds	\$21,084	\$10,999	\$10,085
Federal Funds (Title XIX)	\$43,082	\$32,997	\$10,085


 10-7-14

Prepared By (Signature)

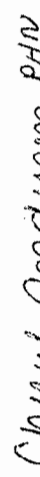
Date prepared

530-749-6754

Phone Number

llanglev@co.yuba.ca.us

Email Address


 10-7-14

CHDP Director or Deputy

Date

530-749-6454

Phone Number

candersen@co.yuba.ca.us

Email Address

Director (Signature)

**CHDP Administrative Budget Worksheet for FY 14-15**  
**County/City Match**  
**County/City Name: Yuba**

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced County/City/Federal (25/75)	% or FTE	Nonenhanced County/City/Federal (50/50)
<b>I. Personnel Expenses</b>							
1. PHN II CHDP Dep. Dir. Andersen	33%	\$85,374	\$28,173	90%	\$25,356	10%	\$2,817
2. RN - Hawkins	8%	\$73,088	\$6,576	89%	\$5,853	11%	\$723
3. PHN II - Camarena	7%	\$75,849	\$5,309	91%	\$4,832	9%	\$478
4.							
5.							
6.							
7.							
8.							
9.							
10.	49%						
Total Salaries and Wages			\$40,059		\$36,040		\$4,019
Less Salary Savings							
Net Salaries and Wages			\$40,059		\$36,040		\$4,019
Staff Benefits (Specify % Actual)			\$10,608		\$7,956		\$2,652
<b>I. Total Personnel Expenses</b>			\$50,667		\$43,996		\$6,670
<b>II. Operating Expenses</b>							
1. Travel					\$0		\$0
2. Training					\$0		\$0
3. Office Expense			\$833				\$833
4. Educational Material							\$0
5. Space Rental							\$0
6. Communications							\$0
7. Provider Training							\$0
8. Equipment							
9.							
10.							
<b>II. Total Operating Expenses</b>			\$833		\$0		\$833
<b>III. Capital Expenses</b>							
1.							
2.							
3.							
4.							
5.							
<b>III. Total Capital Expenses</b>							
<b>IV. Indirect Expenses</b>							
1. Internal (Specify %) 25.00%			\$12,667				\$12,667
2. External (Specify %) 0.00%							
<b>IV. Total Indirect Expenses</b>			\$12,667				\$12,667
<b>V. Other Expenses</b>							
1.							
2.							
3.							
4.							
5.							
<b>V. Total Other Expenses</b>							
<b>Budget Grand Total</b>			\$64,167		\$43,996		\$20,171

*Liz Langley*  
 Prepared By (Signature)

*10/17/14*  
 Date Prepared

530-749-6754  
 Phone Number

llangley@co.yuba.ca.us  
 Email Address

*Cheryl Andersen PHN*  
 CHDP Director or Deputy Director  
 (Signature)

*10/17/14*  
 Date

530-749-6454  
 Phone Number

candersen@co.yuba.ca.us  
 Email Address

CHDP  
BUDGET NARRATIVE  
PROJECTED  
FISCAL YEAR 2014-2015

I. PERSONNEL EXPENSES

Total Salaries:	\$40,059
Total Benefits:	<u>\$10,608</u>
Total Personnel Expenses:	\$50,667

II. OPERATING EXPENSES

1	<u>Office Expense</u>	\$	833	Office supplies, Copies, Postage and various materials for day to day operations
2	<u>Space Rental</u>	\$	-	
3	<u>Communications</u>	\$	-	

Total Operating Expenses: \$ 833

III. CAPITAL EXPENDITURES \$ -

IV. INDIRECT EXPENSE

1	<u>Internal</u>	\$	12,667	25% of Total Personnel Expense to cover indirect expenses.
2	<u>External</u>	\$	<u>-</u>	
Total Indirect Expenses:		\$	12,667	

V. Other Expenses

Total Other Expenses: \$ -


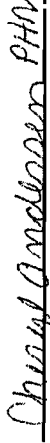
BUDGET GRAND TOTAL: \$64,167

## HCPCFC Administrative Budget Summary Fiscal Year 2014-2015

County/City Name: Yuba County

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (2575)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$69,092	\$65,638	\$3,454
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$ 6,909		6,909
V. Total Other Expenses			
Budget Grand Total	\$76,002	\$65,638	\$10,364

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (2575)	Nonenhanced State/Federal (50/50)
State Funds	\$21,591	\$16,409	\$5,181
Federal Funds (Title XIX)	\$54,410	\$49,228	\$5,182
Budget Grand Total	\$76,002		


 Prepared By (Signature) 10-7-14 Date Prepared 530-749-6754 Phone Number llandley@co.yuba.ca.us Email Address  

 CHDP Director or Deputy Director 10-7-14 Date 530-749-6454 Phone Number candersen@co.yuba.ca.us Email Address  
 (Signature)

## HCPFC Administrative Budget Worksheet Fiscal Year 2014-2015

County/City Name: Yuba County

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>I. Personnel Expenses</b>							
1. Hadley, Alexandra E.	52.2140%	\$95,291	\$49,755	95.0%	\$47,267.48	5.0%	\$2,487.76
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	52.2140%		\$49,755		\$47,267		\$2,488
Less Salary Savings							
Net Salaries and Wages			\$49,755		\$47,267		\$2,488
Staff Benefits (Specify %)   Actual			\$19,337		\$18,370		\$967
<b>I. Total Personnel Expenses</b>			\$69,093		\$65,638		\$3,455
<b>II. Operating Expenses</b>							
1. Travel			\$0		\$0		\$0
2. Training			\$0		\$0		\$0
<b>II. Total Operating Expenses</b>			\$0		\$0		\$0
<b>III. Capital Expenses</b>							
1.							
2.							
<b>III. Total Capital Expenses</b>							
<b>IV. Indirect Expenses</b>							
1. Internal (Specify %)   10.00%			\$ 6,909				\$ 6,909
2. External							
<b>IV. Total Indirect Expenses</b>			\$ 6,909				\$ 6,909
<b>V. Other Expenses</b>							
1.							
2.							
<b>V. Total Other Expenses</b>							
<b>Budget Grand Total</b>			\$76,002		\$65,638		\$10,364

*Ky Langley*  
Prepared By (Signature)

10/7/14  
Date prepared

530-749-6754  
Phone Number

llangley@co.yuba.ca.us  
Email Address

*Cheryl Andersen PHN*  
CHDP Director or Deputy Director (Signature)

10-7-14  
Date

530-749-6454  
Phone Number

candersen@co.yuba.ca.us  
Email Address

HCPFC  
Budget Narrative  
FY 14-15

FY 14/15

I. **PERSONNEL EXPENSES**

Total Salaries:	\$60,708	
Total Benefits:	<u>\$19,378</u>	Benefits are calculated as actuals
Total Pers:	\$ 80,086	

II. **OPERATING EXPENSES**

1	<u>Travel</u>	\$0
2	<u>Training</u>	\$0
	<b>Total Oper</b>	<u>\$ -</u>

III. **CAPITAL EXPENDITURES**      \$ -

IV. **INDIRECT EXPENSE**

1	<u>Internal</u>	\$ 8,009	10% of Total Personnel Expense to cover indirect expenses.
2	<u>External</u>	<u>\$ -</u>	
	<b>Total Indir</b>	<u>\$ 8,009</u>	

V. **OTHER EXPENSES**      \$ -

**BUDGET GRAND TOTAL:**      \$ 88,094

CCS CASELOAD		Percent of Total CCS CaseLoad
<b>STRAIGHT CCS -</b>		
Total Cases of Open (Active) Straight CCS Children	31	7.19%
<b>HEALTHY FAMILIES -</b>		
Total Cases of Open (Active) Healthy Families Children	0	0.00%
<b>MEDI-CAL/OTLCP (TITLE XXI) -</b>		
Total Cases of Open (Active) MCTLCP Children	69	16.01%
<b>MEDI-CAL (TITLE XIX) -</b>		
Total Cases of Open (Active) Medi-Cal Children	331	78.80%
<b>TOTAL CCS CASELOAD</b>	<b>431</b>	<b>100%</b>

Vers 6.20.14

Fiscal Year: 2014-15

County: YUBA

Category/Line Item	Col 1 = Col 2+3+4+5		Straight CCS	Title XII - HF	Title XXI Med-Cal/OTLCP	Title XIX Med-Cal (Column 5 = Columns 6 + 7)		
	1	2	3	4	5	6	7	
</								

Source of Funds	Column	Col 1 = Col 2+3+4+5		Straight CCS	Title XXI - HF	Title XXI Med-Cal/OTLCP	Title XIX Med-Cal (Column 5 = Columns 6 + 7)		
		1	2	3	4	5	6	7	
		Total Budget							
Straight CCS									
State		17,240	17,240						
County		17,240	17,240						
Healthy Families									
State		0		0					
County		0		0					
Federal (Title XIX)		0		0					
Title XXI - Medi-Cal/OTLCP									
State		13,431			13,431				
County		13,431			13,431				
Federal (Title XIX)		49,889			49,889				
Title XIX - Medi-Cal									
State		152,990				152,990	31,097	121,893	
Federal (Title XIX)		215,185				215,185	83,292	121,893	

Prepared By (Signature) *Donna Clark* Donna Clark dclark@co.yuba.ca.us  
 Prepared By (Printed Name) Email Address

CCS Administrator (Signature) *Lynne Olson* Lynne Olson lolson@co.yuba.ca.us  
 CCS Administrator (Printed Name) Email Address



CCS Administrative Budget Worksheet **Vers 6.20.14**Fiscal Year: 2014-15County: YUBA

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b>		
Total Cases of Open (Active) Straight CCS Children	31	7.19%
<b>HEALTHY FAMILIES -</b>		
Total Cases of Open (Active) Healthy Families Children	0	0.00%
<b>MEDI-CAL/OTLCP (TITLE XXII) -</b>		
Total Cases of Open (Active) MCLTCLP Children	69	16.01%
<b>MEDI-CAL (TITLE XIX) -</b>		
Total Cases of Open (Active) Medi-Cal Children	331	76.80%
<b>TOTAL CCS CASELOAD</b>	<b>431</b>	<b>100%</b>

Title XIX - Medi-Cal																
Straight CCS				Title XXI - Healthy Families			Title XXI - Medi-Cal/Optional Targeted Low Income Children Program (OTLCP)			Title XIX - Medi-Cal						
Column		1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8	9A	9
Category/Line Item		% FTE	Annual Salary	Total Budget (1 x 2 or 4 x 5 + 6 + 7)	Caseload %	Straight CCS County /State /State (30/50)	Caseload %	Healthy Families County / State / Fed (17,517,565)	Caseload %	Medi-Cal/Optional Targeted Low Income Children's Program (OTLCP) ColdestatFed (17,517,565)	Caseload %	Title XIX Medi-Cal State / Federal	Enhanced % FTE	Enhanced Title XIX Medi-Cal State / Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Title XIX Medi-Cal State / Federal (50/50)
I. Personnel Expense																
Program Administration																
1. Olsen, Lynne - Supervising PHN (Administrator)		40.00%	105,708	42,283	7.19%	3,041	0.00%	0	16.01%	6,769	76.80%	32,473				
2. Vacant - Info. Tech. Analyst III (Info Technology Support)		0.00%	54,335	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	32,473
3. Olsen, Lynne - Supervising PHN (Global Supervision)		15.00%	105,708	15,856	7.19%	1,140	0.00%	0	16.01%	2,538	76.80%	12,177			100.00%	12,177
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
Subtotal			265,751	58,139		4,181		0		9,307		44,650				44,650
Medical Case Management																
1. Agopora, Kimberly - PHN II (Nurse)		85.00%	77,749	66,087	7.19%	4,753	0.00%	0	16.01%	10,580	76.80%	50,754	89.00%	45,171	11.00%	5,563
2. Camarena, Nelly -PHN II (Nurse)		85.00%	76,749	65,237	7.19%	4,692	0.00%	0	16.01%	10,444	76.80%	50,101	89.00%	44,590	11.00%	5,511
3. Olsen, Lynne - Supervising PHN (Nurse)		5.00%	105,708	5,285	7.19%	380	0.00%	0	16.01%	846	76.80%	4,059	89.00%	3,613	11.00%	446
				0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
Subtotal			260,206	136,609		9,825		0		21,870		104,914		93,374		11,540
Other Health Care Professionals																
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
		0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0
Subtotal			0	0		0		0		0		0		0		0
Ancillary Support																
1. Clark, Michele - CCS Case Manager (Case Mgmt Technician)		98.00%	56,832	55,695	7.19%	4,006	0.00%	0	16.01%	8,916	76.80%	42,773			100.00%	42,773
2. Agopora, Kimberly - PHN II (Case Mgmt Technician)		0.00%	77,749	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b>		
Total Cases of Open (Active) Straight CCS Children	31	7.19%
<b>HEALTHY FAMILIES -</b>		
Total Cases of Open (Active) Healthy Families Children	0	0.00%
<b>MEDI-CAL/OTLCP (TITLE XXI) -</b>		
Total Cases of Open (Active) MCLTICP Children	69	16.01%
<b>MEDI-CAL (TITLE XIX) -</b>		
Total Cases of Open (Active) Medi-Cal Children	331	76.80%
<b>TOTAL CCS CASELOAD</b>	<b>431</b>	<b>100%</b>

## CCS Administrative Budget Worksheet

Vers 6.20.14

Fiscal Year: 2014-15

County: YUBA

Title XIX - Medi-Cal																
Straight CCS				Title XXI - Healthy Families			Title XXI - Medi-Cal/Optional Targeted Low Income Children Program (OTLCP)			Title XIX - Medi-Cal						
Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8	9A	9	
Category/Line Item	% FTE	Annual Salary	Total Budget (1 + 2 or 4 + 5 + 6 + 7)	Caseload %	Straight CCS County /State (50/50)	Caseload %	Healthy Families County / State / Fed (17,517,565)	Caseload %	Medi-Cal/Optional Targeted Low Income Children's Program (OTLCP) Co/State/Fed (17,517,565)	Caseload %	Title XIX Medi-Cal State / Federal	Enhanced % FTE	Enhanced Title XIX Medi-Cal State / Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Title XIX Medi-Cal State / Federal (50/50)	
3. Camarena, Nelly -PHN II (Case Mgmt Technician)	0.00%	76,749	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0	
4. Villalobos, Veronica - Office Asst. (Clerical Personnel)	20.00%	35,510	7,102	7.19%	511	0.00%	0	16.01%	1,137	76.80%	5,454			100.00%	5,454	
5. Clark, Michele - CCS Case Manager (pgm Mgt Technician)	0.00%	56,832	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0	
Subtotal		303,672	62,797		4,517		0		10,053		48,227				48,227	
Clerical and Claims Support																
1. Harriger, Kathleen - Office Specialist (Clerical Personnel)	15.00%	38,422	5,763	7.19%	415	0.00%	0	16.01%	923	76.80%	4,426	0.00%	0	100.00%	4,426	
2. Clark, Donna - Administrative Analyst (Fiscal Personnel)	40.00%	77,658	31,063	7.19%	2,234	0.00%	0	16.01%	4,973	76.80%	23,856	0.00%	0	100.00%	23,856	
	0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0	
	0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0	
	0.00%	0	0	7.19%	0	0.00%	0	16.01%	0	76.80%	0	0.00%	0	100.00%	0	
Subtotal		116,080	36,826		2,649		0		5,896		28,282		0		28,282	
Total Salaries and Wages																
Staff Benefits (Specify %)	32.83%		96,635	7.19%	6,951	0.00%	0	16.01%	15,471	76.80%	74,213		30,651		43,562	
I. Total Personnel Expense			391,006	7.19%	28,123	0.00%	0	16.01%	62,598	76.80%	300,285		124,024		176,261	
II. Operating Expense																
1. Travel		400	7.19%	29	0.00%	0	0.00%	16.01%	64	76.80%	307	41.30%	127	58.70%	180	
2. Training		750	7.19%	54	0.00%	0	0.00%	16.01%	120	76.80%	576	41.30%	238	58.70%	338	
3. Office Expense		4,269	7.19%	307	0.00%	0	0.00%	16.01%	693	76.80%	3,278			100.00%	3,278	
4. Space Rent		27,725	7.19%	1,994	0.00%	0	0.00%	16.01%	4,439	76.80%	21,292			100.00%	21,292	
5. Communication		3,122	7.19%	225	0.00%	0	0.00%	16.01%	500	76.80%	2,398			100.00%	2,398	
6. Space Operating		3,033	7.19%	218	0.00%	0	0.00%	16.01%	486	76.80%	2,330			100.00%	2,330	
7.			7.19%	0	0.00%	0	0.00%	16.01%	0	76.80%	0			100.00%	0	
II. Total Operating Expense		39,299			2,827		0		6,292		30,181		365		29,816	
III. Capital Expense																
1.				7.19%	0	0.00%	0	16.01%	0	76.80%	0				0	
2.				7.19%	0	0.00%	0	16.01%	0	76.80%	0				0	

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b>	31	7.19%
Total Cases of Open (Active) Straight CCS Children		
<b>HEALTHY FAMILIES -</b>	0	0.00%
Total Cases of Open (Active) Healthy Families Children		
<b>MEDI-CAL/OTLCP (TITLE XXI) -</b>	69	16.01%
Total Cases of Open (Active) MC/TLCP Children		
<b>MEDI-CAL (TITLE XIX) -</b>	331	76.80%
Total Cases of Open (Active) Medi-Cal Children		
<b>TOTAL CCS CASELOAD</b>	<b>431</b>	<b>100%</b>

## CCS Administrative Budget Worksheet

Vers 6.20.14

Fiscal Year: 2014-15

County: YUBA

	Straight CCS			Title XXI - Healthy Families			Title XXI - Medi-Cal/Optional Targeted Low Income Children Program (OTLCP)			Title XIX - Medi-Cal					
	Column	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8	9A
Category/Line Item	% FTE	Annual Salary	Total Budget (1 + 2 or 4 + 5 + 6 + 7)	Caseload %	Straight CCS County /State (5050)	Caseload %	Healthy Families County / State / Fed (17,517,565)	Caseload %	Medi-Cal/Optional Targeted Low Income Children's Program (OTLCP) Co/State/Fed (17,517,565)	Caseload %	Title XIX Medi-Cal State / Federal	Enhanced % FTE	Enhanced Title XIX Medi-Cal State / Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Title XIX Medi-Cal State / Federal (50/50)
3.				7.19%	0	0.00%	0	16.01%	0	76.80%	0				0
III. Total Capital Expense			0		0		0		0		0				0
IV. Indirect Expense															
1. Internal	10.00%		39,101	7.19%	2,812	0.00%	0	16.01%	6,260	76.80%	30,029			100.00%	30,029
2. External	0.00%		0	7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
IV. Total Indirect Expense			39,101		2,812		0		6,260		30,029				30,029
V. Other Expense															
1. Maintenance & Transportation			10,000	7.19%	719	0.00%	0	16.01%	1,601	76.80%	7,680			100.00%	7,680
2.				7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
3.				7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
4.				7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
5.				7.19%	0	0.00%	0	16.01%	0	76.80%	0			100.00%	0
V. Total Other Expense			10,000		719		0		1,601		7,680				7,680
Budget Grand Total			479,406		34,481		0		76,751		368,175		124,389		243,786

Donna Clark

Prepared By (Signature)

Prepared By (Printed Name)

Date Prepared

(530)749-6467

Phone Number

Lynne Olsen

CCS Administrator (Signature)

CCS Administrator (Printed Name)

Date Signed

(530)749-6766

Phone Number

**PERSONNEL EXPENSES****Vers 6.20.14**

Total Salaries: \$294,371  
Total Benefits: \$96,635

**4.03 FTE**

**Total Personnel Expenses: \$ 391,006**

**OPERATING EXPENSES**

- 1 Travel \$400 Includes travel to statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate , and per diem for lodging/meals.
- 2 Training \$750 Cost of registration for conferences and workshops
- 3 Office Expense \$4,269 Office supplies, printing, copies, educational material postage.
- 4 Space Rental \$27,725 4.03 FTE's x \$6,879.68 per year
- 5 Communications \$3,122 Long distance charges for program usage.  
4.03 FTE's x \$774.68 per FTE per year
- 6 Space Operating \$3,033 Space Operating charges for program usage.  
4.03 FTE's x \$752.68 per FTE per year

**Total Operating Expenses: \$39,299**

**CAPITAL EXPENDITURES \$ -**

**INDIRECT EXPENSE**

- 1 Internal \$39,101 10% of Total Personnel Expense to cover indirect expenses.
- 2 External \$ -

**Total Indirect Expenses: \$ 39,101**


**OTHER EXPENSES**

- 1 Maintenance & Transportation \$10,000

**Total Other Expenses: \$ 10,000**

**BUDGET GRAND TOTAL: \$ 479,406**

**YUBA COUNTY**  
**HUMAN RESOURCES & ORGANIZATIONAL**  
**SERVICES DEPARTMENT**  
**915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901**

**TO:** The Board of Supervisors   
**FROM:** Martha K. Wilson, Human Resources Director  
**DATE:** October 28, 2014  
**SUBJECT:** Adopt Resolution amending the Classification System –  
 Basic Salary/Hourly Schedule as it relates to the County Administrator.

**RECOMMENDATION:**

Adopt the attached resolution amending the Classification System – Basic Salary/Hourly Schedule as it relates to the County Administrator effective July 1, 2014.

**DISCUSSION:**

On July 8, 2014, we brought to the Board a Resolution amending the Classification System – Basic Salary/Hourly Schedule in its entirety except for one classification. We brought the Minimum Wage increases and the Cost of Living Adjustment (COLA) increase which were negotiated in the MOU's between the County of Yuba and the following union and non-union affiliations effective July 1, 2014:

- Deputy Sheriff's Associations (DSA): 5.5% COLA for MISC retirement classifications and 6.5% for Safety retirement classifications, with the exception of the DA and Welfare Fraud Investigator MISC retirement classifications receiving 2% COLA.
- Management/Supervisory Association (MSA): 5.5% COLA for MISC retirement classifications and 6.5% for Safety retirement classifications with the exception of the Supervising Welfare Fraud Investigator MISC retirement classification receiving 2% COLA.
- Probation Peace Officer Association (PPOA): 2% COLA.
- Non-Represented Units: Non-Represented Management/Elected and Confidential Units 5% COLA; Non-Represented Management and Elected in Sheriff's Department Safety Classifications 8.5% COLA and Non-Represented Management in Probation Department Safety Classifications 4% (deferred since 2013).

However, we did not move the County Administrator's salary from the 2013 base as he elected to defer his increase until the conclusion of the budget process. We now request that you adjust the Salary Schedule to reflect the correct base salary for the County Administrator to reflect the same increase that was afforded all other managers and department heads.

This action modifies the Classification System – Basic Salary Schedule to implement this change.

**COMMITTEE ACTION:**

None – Administrative Only

**FISCAL IMPACT:**

None – Administratively through the budget process

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

IN RE:

RESOLUTION AMENDING THE  
CLASSIFICATION SYSTEM – BASIC SALARY  
SCHEDULE

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

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective **July 1, 2014**

**DELETE:**

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
CAOD	COUNTY ADMINISTRATOR	8	11,139	64.26	E	9410

**ADD:**

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
CAOD	COUNTY ADMINISTRATOR	8	11,696	67.48	E	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following votes:

AYES:  
NOES:  
ABSENT:

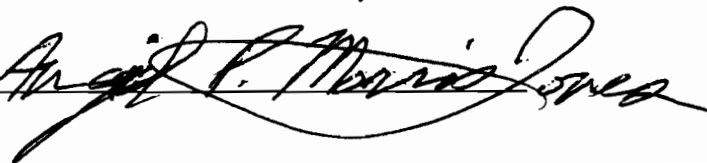
\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil P. Morris-Jones  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_





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THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
BARBARA KIERNAN  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

**WHEREAS**, Barbara Kiernan has been a Master Gardener for seventeen years; and

**WHEREAS**, Barbara Kiernan, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Barbara Kiernan has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail; and

**WHEREAS**, Barbara Kiernan's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Barbara Kiernan for selfless dedication to the Yuba County community.



CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
GAIL ROUGHTON  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

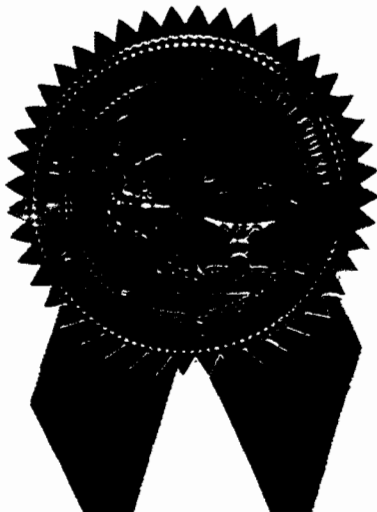
**WHEREAS**, Gail Roughton has been a Master Gardener for nine years;  
and

**WHEREAS**, Gail Roughton, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Gail Roughton has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail; and

**WHEREAS**, Gail Roughton's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Gail Roughton for selfless dedication to the Yuba County community.



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
KATHY JENSEN  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

**WHEREAS**, Kathy Jensen has been a Master Gardener for nine years;  
and

**WHEREAS**, Kathy Jensen, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Kathy Jensen has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail; and

**WHEREAS**, Kathy Jensen's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Kathy Jensen for selfless dedication to the Yuba County community.



CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA  
BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

HONORING  
SARA HARRIS  
FOR  
DEDICATED SERVICE TO YUBA COUNTY

**WHEREAS**, Sara Harris has been a Master Gardner for nine years; and

**WHEREAS**, Sara Harris, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Sara Harris has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail; and

**WHEREAS**, Sara Harris's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Sara Harris for selfless dedication to the Yuba County community.



CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
JOAN HAMILL  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

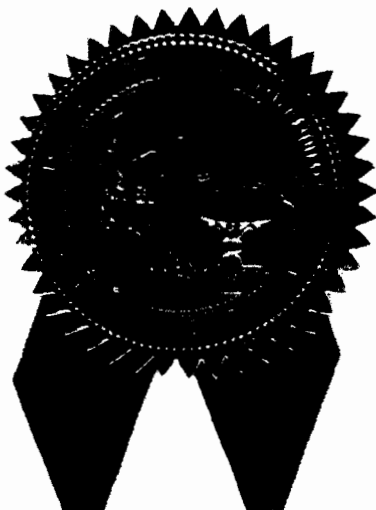
**WHEREAS**, Joan Hamill has been a Master Gardener for seven years;  
and

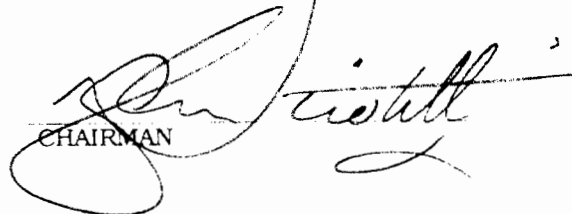
**WHEREAS**, Joan Hamill, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Joan Hamill has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail;  
and

**WHEREAS**, Joan Hamill's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Joan Hamill for selfless dedication to the Yuba County community.



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
NORMA MCMATH  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

**WHEREAS**, Norma McMath has been a Master Gardener for seven years; and

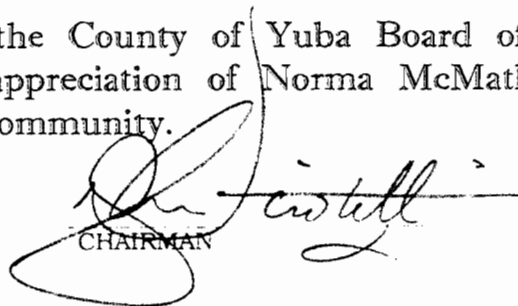
**WHEREAS**, Norma McMath, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Norma McMath has participated in Master Gardener outreach events such as the Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show, and gardening classes at the community garden and county jail; and

**WHEREAS**, Norma McMath's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Norma McMath for selfless dedication to the Yuba County community.



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**HONORING  
CYNTHIA SLAYTON  
FOR  
DEDICATED SERVICE TO YUBA COUNTY**

**WHEREAS**, Cynthia Slayton has been a Master Gardener for seven years; and

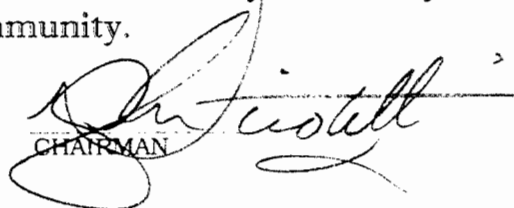
**WHEREAS**, Cynthia Slayton, through the University of California Cooperative Extension Master Gardener Program, has volunteered hundreds of hours of time answering walk-in and call-in questions; and

**WHEREAS**, Cynthia Slayton has participated in Master Gardener outreach events such as the Junior Master Gardener Program, Farmers' Market, plant clinics, the Yuba/Sutter Home and Garden Show; and

**WHEREAS**, Cynthia Slayton's only compensation for her community activity has been pride in a job well done.

**NOW, THEREFORE**, the County of Yuba Board of Supervisors proclaims its thanks to and appreciation of Cynthia Slayton for selfless dedication to the Yuba County community.



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

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*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



492-14

BUILDING  
749-5440 • Fax 74

CODE ENFORCEMENT  
749-5455 • Fax 749-5464

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

HOUSING AND COMMUNITY SERVICES  
749-5460 • Fax 749-5464

PLANNING  
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION  
749-5430 • Fax 749-5434

DATE: October 28, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Wendy W. Hartman, Director of Planning, Housing & Community Services 

SUBJECT: **Regionalization of the Housing Authority and Changes to Community Development & Services Agency's Position Allocation and the Basic Salary/Hourly Schedule.**

### **Recommendation:**

It is recommended that the Board of Supervisors approve the regionalization of the Housing Authority and adopt the Resolution amending Community Development and Services Agency's (CDSA) Position Allocation and the Basic Salary/Hourly Schedule.

### **Background:**

As discussed during the 2014/2015 budget workshop, the amount of funding to cover the administration of various housing and community service programs continues to be reduced while the cost for administering the programs continues to increase. In addition, the regulations for administering these programs frequently changes and the level of documentation and reporting continues to increase in both the amount and complexity of the reporting. After the retirement of the previous Housing Manager, we were unsuccessful in finding a candidate with existing knowledge and experience in administering Department of Housing and Urban Development (HUD) or Housing and Community Development (HCD) programs. Currently we are contracting with the Regional Housing Association of Sutter and Nevada Counties (RHASNC) to provide assistance to CDSA in oversight of these programs. However, this is a short term solution.

### **Discussion:**

In the past few months that we have contracted with the RHASNC, they have demonstrated that they have adequate staff with the skill set necessary to effectively administer the full range of HUD and HCD programs. In addition to operating a Section 8 Housing Choice Voucher Program for the counties of Sutter, Nevada, and Colusa they also operate and manage several public housing projects. Regionalization will not only reduce administration costs (only one executive director versus one for each county), it

provides the ability to have staff that specialize in key areas of administering the programs such as but not limited to finance and reporting, eligibility, inspections, and family self sufficiency. Some of the benefits of regionalization to our low income residents include the ability to utilize a Section 8 voucher anywhere within the boundaries of the Regional Housing Authority and access to public housing in addition to vouchers.

HUD has also recognized the importance of regionalization to reduce administration costs and has consolidated many of its local offices. HUD has also issued several notices regarding the transfer or consolidation of public housing agencies or programs. The most recent notice (PIH 2012-11) provides a streamlined process for the consolidation of Housing Choice Voucher Programs.

On September 9, 2014 the Yuba County Housing Authority Commission adopted a Resolution approving the transfer of the Yuba Housing Authority to RHASNC. Staff has been working with HUD and RHASNC to complete this process. Due to the limited number of vouchers and reduced workload, CDSA is requesting to delete two of the Housing Specialist positions effective December 1, 2014. The Housing Manager position is currently vacant and will also be deleted December 1, 2014. The Senior Housing Specialist would stay on staff until the transition to RHASNC is completed. The Transfer will take effect January 1, 2015 and therefore, the last day for the Senior Housing Specialist position will be December 31, 2014.

**Fiscal Impact:**

There is no direct impact to the General Fund as the Housing Authority receives funding through HUD. In addition, regionalization will reduce staff time and resources of other CDSA departments in the oversight and administration of these programs, thus resulting in a minor cost savings to these departments.

**Attachments:**

1. Resolutions

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

RESOLUTION AMENDING THE )  
DEPARTMENTAL POSITION )  
ALLOCATION SCHEDULE )  
\_\_\_\_\_)

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

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended as follows:

**DELETE: EFFECTIVE 12/1/2014**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
COMMUNITY DEVELOPMENT	HOUSING PROGRAM MANAGER	1
COMMUNITY DEVELOPMENT	HOUSING SPECIALIST	2

**DELETE: EFFECTIVE 1/1/2015**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
COMMUNITY DEVELOPMENT	SENIOR HOUSING SPECIALIST	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2014 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

RESOLUTION AMENDING THE  
CLASSIFICATION SYSTEM –  
BASIC SALARY SCHEDULE

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

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective as follows.

DELETE: EFFECTIVE DECEMBER 1, 2014

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
HOPM	HOUSING PROGRAM MANAGER	8	4,820	27.81	E	8810.10
HOSP	HOUSING SPECIALIST	3	2,592	14.95	N	8810.10

DELETE: EFFECTIVE JANUARY 1, 2015

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
SRHS	SENIOR HOUSING SPECIALIST	3	2,916	16.82	N	8810.10

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_



# *The County of Yuba*

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**Office of the County Administrator**

---

Robert Bendorf, County Administrator

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB*  
**RE:** Consider approval of a Levee Bond Funding Agreement  
between Yuba County and the Yuba County Water Agency  
**DATE:** October 28, 2014

## **RECOMMENDATION**

It is recommended that the Board of Supervisors approve the attached agreement between the Yuba County Water Agency (YCWA) and Yuba County (County), relating to the Yuba Levee Financing Authority Revenue Bonds, 2008 Series A, and 2008 Series B for such purposes, approve related actions and authorize the Chairman to execute.

## **BACKGROUND**

In 2008, the County and the YCWA accomplished a joint borrowing of approximately \$78 million to fund the required local share of the levee improvement projects in the southern portion of the County. These levee improvements provide enhanced protection for nearly thirty thousand existing residents, businesses, and also protection for those locating here in the future.

As planned, from 2009 through 2014, the capitalized interest portion of the borrowing was used to make annual debt service payments. The funding source for the subsequent remaining payments would be from levee fees. For the first payment due in March 2015, the County has budgeted adequate levee fee revenues to make the required payment.

As stated with the initial borrowing in 2008, if levee fee revenues were not received at the pace required, the County and YCWA would make up the shortfall. The overall obligation for the County and YCWA is approximately four million dollars per year, split 50/50 between the entities, less levee fees.

That amount increases to approximately six million dollars annually, beginning in Fiscal Year 2019-20, when principal repayment commences.

Levee fees are not being received at a pace sufficient to cover the entire annual debt service. The payment to be made in March 2015 is an accumulation of levee fees collected over several years. If the future debt service shortfall needs to be funded directly from the County's general fund, the County may have challenges in securing additional financing for other capital projects.

## **DISCUSSION**

The County, through Board action this year, elected to move forward with the completion of the Sheriff's Facility on Yuba Street. The project is being done in partnership with the YCWA, as they will share in the use of the radio tower and building space for radio tower support. The Request for Proposal (RFP) for construction of the facility and tower is complete and staff has received direction from the Board to release the RFP for bids.

Nearly two thirds of the project has and will be paid for through capital facility fees and funding set aside in the County's capital project fund. It is estimated that approximately six million dollars is needed to fund the remaining portion of the project. Staff is proposing to obtain municipal financing for this remaining amount.

Through a recent credit rating analysis, the County received notice that its credit rating improved from an A to an A+. While this is important, credit approval for the remaining amount to complete the sheriff's project will be challenging considering the County will also need to demonstrate its ability to annually budget for debt service on the levee bonds.

The agreement presented today, a joint effort with the YCWA and County, should allow the County to be successful in its financing and proceed with this critical project to meet the timelines of both the County and the YCWA. In summary, the agreement presented provides for YCWA making the semi-annual debt service payments for the levee bonds, less the levee fees collected by the County for a period of five years. Also the agreement provides for a review prior to the five years to consider extending the agreement.

## **ALTERNATIVES**

No Agreement Adopted - Should the resolution not be adopted, staff is not recommending financing for the remainder of the project as it would be more



difficult and most likely more expensive absent a more dependable revenue stream to repay the levee bonds.

No Resolution Adopted / Proceed with Radio Tower Project - Should this occur the radio tower project should be completed timely and within requirements for both agencies. It would however require the County to have the construction management team strip the radio tower portion of the project from the RFP, thus incurring additional costs for the County and the YCWA. Additional costs would also be incurred by the County and the YCWA by only completing minimal tenant improvements to the building to satisfy building codes/occupancy. More importantly, the rising cost of construction, currently estimated at approximately 6%+ annually (approximately \$500,000 per year based on the current projected costs) would impact the availability of funds to complete the facility portion of the project.

## **FISCAL IMPACT**

There is no general fund fiscal impact for the County by approving the agreement and other fiscal impacts as stated in this report.

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## FUNDING AGREEMENT RELATING TO YUBA LEVEE FINANCING AUTHORITY BONDS

THIS AGREEMENT is made by and between Yuba County Water Agency, a local government agency ("**Agency**"), County of Yuba, a general law county ("**County**"), and Yuba Levee Financing Authority, a joint powers authority ("**Authority**"), who agree as follows:

**1. Recitals.** This Agreement is made with reference to the following background recitals:

1.1. The Three Rivers Levee Improvement Authority, in coordination with County, Agency and Authority, constructed the Feather River Levee Improvements Project (the "**Project**"), which was completed in 2009. The Project has been a successful and important flood control improvement that protects the Plumas Lake Specific Plan area and other lands and residents in south Yuba County.

1.2. In 2008, County was pursuing local funding to be used as a local match in order to secure a state funding grant for Project construction costs. County had planned to rely on advance funding from certain landowners and developers; however, because of the recession that advance funding was insufficient.

1.3. County and Agency then formed the Authority in order to participate in a consolidated joint financing to borrow \$46,600,000 (net proceeds) to satisfy the remaining local match need. In 2008, the Authority issued its Yuba Levee Financing Authority Revenue Bonds, 2008 Series A in the aggregate principal amount of \$64,175,000 and its Yuba Levee Financing Authority Taxable Revenue Bonds in the aggregate principal amount of \$14,195,000 (collectively the "**Bonds**").

1.4. In 2008, County and Agency each agreed to pay 50% of the debt service on the Bonds. The County debt service obligation is reflected and memorialized in the Lease Agreement between the Authority and County dated September 1, 2008 (the "**Lease Agreement**"). The County lease payment schedule under the Lease Agreement is attached as Exhibit A. The Agency debt service obligation is reflected and memorialized in the Installment Sale Agreement between the Authority and Agency dated September 1, 2008 (the "**Installment Sale Agreement**").

1.5. County has levied and collects a levee impact fee (the "**Fee**") on new construction and development within the Plumas Lake Specific Plan area and other areas protected by the Project levees. As part of the 2008 financing, the parties approved the Agreement Concerning Levee Impact Fees Among County of Yuba, Yuba County Water Agency, and Yuba Levee Financing Authority dated July 22, 2008 (the "**Fee Agreement**"), which governs and restricts County use of Fee revenue and changes to the Fee.

1.6. County had anticipated that the Fee revenue would be sufficient to fund its share of the debt service on the Bonds (following the exhaustion of the interest account funded by Bonds). However, because of the long recession and ongoing recovery from it, building and

construction in the Plumas Lake Specific Plan Area has not resumed to such a degree as to generate sufficient Fee revenue to cover County's share of the debt service.

1.7. County therefore has requested Agency to pay lease payments required by County under the Lease Agreement to the extent not funded by Fee revenue. In consideration for County's ongoing efforts to improve flood protection and public safety in south Yuba County, Agency agrees that, beginning with the Lease Agreement lease payment due on August 15, 2015 and continuing for a period of five years (subject to a potential extension), it will pay the lease payments to the extent not covered by the Fees, on and subject to the terms of this Agreement.

**2. Temporary Debt Service Payments by Agency.** County will pay to the Authority, from available Fees, not later than each February 1 and August 1, amounts to be credited to lease payments payable under the Lease Agreement. To the extent Fee revenue is not available to cover County lease payments, Agency agrees to pay all lease payments required to be paid by County to Authority under the Lease Agreement for the period from August 15, 2015 through and including the lease payment due on February 15, 2020. Agency agrees that it will pay, not later than each February 10 and August 10, all remaining required lease payments described in Exhibit A (net of lease payments by County from available Fees). Agency will make lease payments from available revenues and funds. Agency makes no pledge under this Agreement and its obligation is an unsecured obligation.

**3. Repayment from Fee Revenue.** The parties agree that moneys expended by Agency to cover County lease payments under section 2 will be reimbursed to Agency over time from Fee revenue collected by County over the course of the development and buildout of the Plumas Lake Specific Plan Area and other areas protected by the Project levees.

**4. Allocation of Fee Revenue.** County will continue to levy, collect, allocate and use the Fee in accordance with the Fee Agreement. Commencing with the first lease payment by Agency under section 2 and continuing until all lease payments under section 2 have been reimbursed to Agency with interest from Fee revenue, Fee Agreement section 3.2.4 is modified to change 50% to 100%, so the provision would read:

"3.2.4. Fourth, after satisfying the obligations described in sections 3.2.1, 3.2.2 and 3.2.3, the Authority shall transmit 100% of all Levee Fee revenue remaining after the foregoing priorities to YCWA or to a third party in accordance with written instructions provided by YCWA, not to exceed the amount necessary to fully fund amounts described in the third succeeding sentence. The Authority shall transmit the funds to YCWA (or as instructed by it) on at least an annual basis. In addition, the Authority shall provide to YCWA and the County a quarterly accounting and statement of the receipt and use of Levee Fees in that quarter. If YCWA pays Joint Financing principal and interest from revenues or funds other than the Levee Fees, then YCWA still shall be entitled to receive its share of the Levee Fees under this section until it is fully reimbursed for (a) all Joint Financing principal and interest paid by YCWA, and (b) all interest it would have otherwise earned on its funds used to pay Joint Financing principal and interest pursuant to section 5.1 (based upon the reinvestment rate, from time to time, for YCWA general funds)."

This provision will revert to 50% when and after the amount of Agency lease payments under section 2 has been fully reimbursed with interest from Fee revenue.

**5. Extension of Temporary Debt Service Payments.** No later than July 1, 2019 , and every five years thereafter until full payment of the Lease Agreement debt service obligation, the parties will meet to (a) evaluate the status of development and buildout of the Plumas Lake Specific Plan Area and other areas protected by the Project levees, the amount of Fee revenue collections by County from 2014 through early 2020, the forecast for Fee revenue and other County revenue and funds to be available for future Lease Agreement payments, and the Agency's financial situation, and (b) discuss and negotiate in good faith regarding the potential of the extension of the Agency temporary debt service payment obligation under section 2. If the parties agree to an extension, the extension will be memorialized by an amendment to this Agreement, which will require the approval of the governing board of each party prior to the termination of this agreement as reflected in Section 6.

**6. Termination.** Agency's obligation to pay the Lease Agreement lease payments expires on February 16, 2020 (unless extended under section 5). County's and Authority's Fee-related obligations under this Agreement will continue until Agency lease payments made under section 2 have been fully reimbursed with interest from Fee revenue.

## **7. General Provisions.**

7.1. 2008 Agreements. Nothing in this Agreement amends the Lease Agreement, Installment Purchase Agreement or other 2008 Bonds-related agreements and covenants, except for the amendment of Fee Agreement section 3.2.4 as provided above.

7.2. Entire Agreement. The parties intend this document to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

7.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

7.4. Assignees. No party may assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without the other party's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void and grounds for the other party to terminate this Agreement.

7.5. No Third Party Beneficiaries. This Agreement does not create and should not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties and no other person or entity is entitled to rely upon or receive any benefit from this Agreement or any of its terms.

7.6. Amendment. This Agreement may be modified or amended only by a later writing approved by the governing board of each party and signed by an authorized representative of each party.

YUBA COUNTY WATER AGENCY

COUNTY OF YUBA

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Curt Aikens  
General Manager

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

Attest:

Attest:

\_\_\_\_\_  
Jeanene Upton  
Assistant Secretary

\_\_\_\_\_  
Donna Stottlemeyer  
Clerk of the Board of Supervisors

YUBA LEVEE FINANCE  
AUTHORITY

Approved as to form:

Date: \_\_\_\_\_, 2014

  
\_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
Robert Bendorf  
Executive Director

Attest:

\_\_\_\_\_  
Donna Stottlemeyer  
Board Secretary

## EXHIBIT A

### AMOUNTS TO BE FUNDED

<u>Lease Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Lease Payment</u>
2/15/15	—	1,011,895.63	1,011,895.63
8/15/15	—	1,011,895.63	1,011,895.63
2/15/16	—	1,011,895.63	1,011,895.63
8/15/16	—	1,011,895.63	1,011,895.63
2/15/17	—	1,011,895.63	1,011,895.63
8/15/17	—	1,011,895.63	1,011,895.63
2/15/18	—	1,011,895.63	1,011,895.63
8/15/18	—	1,011,895.63	1,011,895.63
2/15/19	—	1,011,895.63	1,011,895.63
8/15/19	\$1,122,500	1,011,895.63	2,134,395.63
2/15/20	—	977,659.38	977,659.38
8/15/20	1,190,000	977,659.38	2,167,659.38
2/15/21	—	940,471.88	940,471.88
8/15/21	1,265,000	940,471.88	2,205,471.88
2/15/22	—	900,150.00	900,150.00
8/15/22	1,347,500	900,150.00	2,247,650.00
2/15/23	—	856,356.25	856,356.25
8/15/23	1,435,000	856,356.25	2,291,356.25
2/15/24	—	809,718.75	809,718.75
8/15/24	1,527,500	809,718.75	2,337,218.75
2/15/25	—	767,975.00	767,975.00
8/15/25	1,617,500	767,975.00	2,385,475.00
2/15/26	—	730,570.32	730,570.32
8/15/26	1,692,500	730,570.32	2,423,070.32
2/15/27	—	691,431.25	691,431.25
8/15/27	1,770,000	691,431.25	2,461,431.25
2/15/28	—	649,393.75	649,393.75
8/15/28	1,855,000	649,393.75	2,504,393.75
2/15/29	—	605,337.50	605,337.50
8/15/29	1,942,500	605,337.50	2,547,837.50
2/15/30	—	557,953.13	557,953.13
8/15/30	2,037,500	557,953.13	2,595,453.13
2/15/31	—	509,562.50	509,562.50
8/15/31	2,135,000	509,562.50	2,644,562.50
2/15/32	—	456,187.50	456,187.50
8/15/32	2,242,500	456,187.50	2,698,687.50
2/15/33	—	400,125.00	400,125.00
8/15/33	2,352,500	400,125.00	2,752,625.00
2/15/34	—	341,312.50	341,312.50
8/15/34	2,470,000	341,312.50	2,811,312.50
2/15/35	—	279,562.50	279,562.50
8/15/35	2,595,000	279,562.50	2,874,562.50
2/15/36	—	214,687.50	214,687.50

8/15/36	2,725,000	214,687.50	2,939,687.50
2/15/37	—	146,562.50	146,562.50
8/15/37	2,860,000	146,562.50	3,006,562.50
2/15/38	—	75,062.50	75,062.50
8/15/38	3,002,500	75,062.50	3,077,562.50





# *The County of Yuba*

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**Office of the County Administrator**

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Robert Bendorf, County Administrator

**TO: Board of Supervisors**  
**FROM: Robert Bendorf, County Administrator**  
**RE: Consideration of YCEA Master Labor Agreement application of benefits and benefits specific to Unrepresented Management / Confidential employees**  
**DATE: October 28, 2014**

## **RECOMMENDATION**

It is recommended that the Board of Supervisors:

1. Approve the following benefits and application of such to Unrepresented Classification, and;
2. Approve amendment to the Classification System- Basic Salary/Hourly Schedule in accordance with the approval of the differential pay adjustment for the Confidential classification.

## **BACKGROUND**

The Master Labor Agreement between the County and the Yuba County Employees' Association (YCEA) terminated on June 30, 2014. Several months ago, the Board of Supervisors authorized staff to engage in discussions with YCEA representatives in order to negotiate a successor agreement. After numerous discussions, the County and the YCEA agreed to a new three year Master Labor Agreement (MLA) beginning July 1, 2014, and ending June 30, 2017. This agreement was approved by the Board of Supervisors on July 22, 2014.

Consistent with previous agreements for miscellaneous and safety employees, benefits are typically applied to unrepresented employees (Managers, Confidential and Elected Department Heads) consistent with their employees' respective affiliation.

Over the past several years, agreements between employee organizations were modified and certain benefits were deferred. The same modification applied to unrepresented employees as well as further reductions in salaries and benefits including, but not limited to a 5% reduction in base salary and an increase share of employee cost for monthly health insurance premiums for the last several years.

## **DISCUSSION**

The primary focus of discussions for a new labor agreement with the YCEA was containing cost of business increases and improving the County's overall fiscal health. Three primary issues were addressed: 1) the increasing salary costs associated with the longevity index, 2) rising employer's share of pension costs, and 3) the rising costs of monthly health insurance premiums.

The following is a summary of the YCEA MLA and the recommended application to unrepresented employees, as stated:

**Cost of Living Adjustment (COLA):** COLAs are now linked to the longevity schedule. As a result, the County and YCEA agreed to a 3% COLA in Fiscal Year 2016-2017, the final year of the contract. However, the 3% COLA is reduced by the longevity increase of 1% resulting in a net 2% COLA.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous Management and Confidential employees.

### **Fiscal Year 2014-2015 & Fiscal Year 2015-2016 Lump Sum Payments:**

Rather than provide COLA increases in the first two years of the YCEA agreement, the County provided a lump sum amount of \$600 in August 2014 and will provide a lump sum amount of \$500 in October 2015.

Unrepresented: Confidential employees will receive a similar benefit as YCEA, however, the first lump sum payment of \$600 will be effective in December 2014 paid January 2015 and the second lump sum in the amount of \$500 September 2015 paid October 2015.

Unrepresented Miscellaneous (Managers) Department Heads, Assistants and Deputy Department Heads will receive an annual allowance of \$500 and Mid Managers will receive \$400 beginning in October 2015 paid November 2015. The application of this allowance is intended for un-reimbursable costs associated with self development and business costs typically incurred by the employee and not submitted for reimbursement. This benefit shall also apply to Unrepresented Safety employees.

**Equity Adjustments:** The County compiled equity information on all classifications. It is agreed that there will be a 3% market adjustment in July 2016 for those classifications between 5 - 10% under market. It also agreed that there will be an additional 3% market adjustment in July 2015 for those classifications greater than 10% under market.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous Managers and Confidential employees.

**CalPERS Retirement Contribution:** The goal of Pension Reform is to have employees and employers share in the costs of ongoing retirement contributions.

For the 2013/2014 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Classic members is 21.927% of PERSable payroll. Employees, Classic and New, pay 7% of that cost and the County pays the remaining 14.927%. In the 2014/2015 fiscal year, the total charge will be 22.956%. Employees, Classic and New, will continue to pay 7% of this cost and the County will contribute a maximum of 15.956%.

Effective July 1, 2015, the County and the employees, both Classic and New, will share the increased employer pension costs equally with each paying 50% of the employer cost increase set by CalPERS for Fiscal Year 2015/2016 and Fiscal Year 2016/2017. Any further adjustments to employee contributions must be negotiated in future years.

Unrepresented: The same increased share of pension costs for the employee is applied to Unrepresented Miscellaneous Managers and Confidential employees. However, it is recommended that the Board of Supervisors approve this item's application to be ongoing and not subject to future negotiations of represented employees.

**Health Insurance:** The County currently pays 80% of the monthly health insurance premium for YCEA members who have one or more dependents and 100% for single coverage.

Effective July 1, 2014, the County pays 70% of the monthly health insurance base plan premium for YCEA members who have one or more dependents and 90% for single coverage.

Over the three year term of the contract, those employees who have alternate medical coverage and choose to opt out of County coverage for an "in lieu premium" will see an increase from \$150 per month this fiscal year to \$200 per month on January 1, 2015, and \$250 per month on January 1, 2016.

Unrepresented: The same health insurance premium benefit applies to confidential employees beginning January 1, 2015. Unrepresented Management has been paying this increased share of monthly health insurance premiums for the last several years. Unrepresented employees receiving an “in lieu premium” will follow the same increases provided to YCEA membership, unless the employee is currently receiving a higher benefit consistent with their employees’ respective union affiliation.

### **OTHER CONTRACT PROVISIONS**

The County and YCEA were successful in negotiating other items in the MLA which will benefit both parties and the County as a whole. These include the following:

**Seniority:** Seniority credit calculations will now take into consideration any time an employee did not receive compensation, was on donated catastrophic leave, or for any period of time while on unpaid disciplinary suspension.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Release time** will be given employees who have been invited to participate in County recruitment selection procedures.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous Managers and Confidential employees.

**FMLA, use of Sick Leave, Recovery of SDI/PFL/WC Overpayment** practices and procedures are formalized and will continue.

Unrepresented: The same provisions apply to Unrepresented Miscellaneous Managers and Confidential employees.

**Vacation Round-up:** Employees currently affected by an older vacation accrual adjustment prior to the current requirement to use of vacation in ¼ hour increments will have their accruals adjusted up to the nearest ¼ hour.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous and Safety Managers and Confidential employees effective October 2014.

**Y-Rate** will no longer include ADA accommodations.

Unrepresented: The same provision applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Overtime** computations will no longer include Sick Leave, CTO, or Floating Holidays when the overtime is planned or directed with 2 or more days notice.

Unrepresented: The same provision applies to Unrepresented Confidential employees.

**Deferred Compensation:** In the final year of the contract, YCEA employees will be able to convert up to 40 hours of vacation to deferred compensation under certain circumstances and according to a strict time line in order for the costs to be incorporated in the budget process.

Unrepresented: The same benefit applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Probationary Period:** All probationary periods shall run from the 1st day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three (3) calendar days of the month, then the probationary period will run from the first of that month.

Unrepresented: The same provision applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Voluntary Time Off and Voluntary Work Furlough** provisions will be maintained.

Unrepresented: The same provision applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Vacation Maximum Accrual** will accumulate to a maximum of 350 hours.

Unrepresented: The same provision applies to Unrepresented Miscellaneous Managers and Confidential employees.

**Specialty Pay:** For YCEA, certain differential pays are now paid at a flat rate and the pay is pro-rated.

Unrepresented: Confidential employees will earn Confidential pay as follows:

Confidential Pay for all new employees in unit 11 will be paid at a flat rate of \$250 per month effective November 1, 2014. The current confidential employee's confidential pay will be frozen at the employee's rate of pay as of December 31, 2014. As of January 1, 2015, any current confidential employee under the \$250 monthly amount will be paid at the new rate and current

confidential employees receiving confidential pay over the \$250 amount will be frozen.

Confidential Pay will be payable at the full monthly rate in any month an employee is on paid status at least half of the month. If an employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the differential pay will be reduced by half. No Confidential pay will be paid in a month that an employee is on LWOP or paid administrative leave for the entire month.

Employees hired within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired after the 15<sup>th</sup> of the month will receive half of the Confidential pay for their first month of employment.

Employees receiving Confidential Pay leaving County service during the first 15 days of the month will receive half of the Confidential pay; those leaving service anytime after the 15<sup>th</sup> of the month will be paid the full monthly rate.

#### **FISCAL IMPACT**

The overall projected cost for over three years is estimated to be approximately \$310,000 for the General Fund and approximately \$220,000 for the Non-General Fund.

# The County of Yuba

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## OFFICE OF THE COUNTY ADMINISTRATOR

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GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
 MARYSVILLE, CALIFORNIA 95901-5273  
 (530) 749-7575 FAX (530) 749-7312



**ROBERT BENDORF**  
 COUNTY ADMINISTRATOR

**JOHN FLEMING**  
 ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
 COMMUNICATIONS & LEGISLATIVE  
 AFFAIRS COORDINATOR

**GRACE M. MULL**  
 MANAGEMENT ANALYST

**TEENA CARLQUIST**  
 EXECUTIVE ASSISTANT TO THE  
 COUNTY ADMINISTRATOR

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB*  
**RE:** Issuance of special tax bonds for Improvement Area A of Community  
 Facilities District No. 2005-1  
**DATE:** October 28, 2014

### RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following resolution related to Improvement Area A of Community Facilities District No. 2005-1:

RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS OF THE COUNTY FOR THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS) RELATED TO IMPROVEMENT AREA A OF THE DISTRICT, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

### BACKGROUND

On November 8, 2005, the Board of Supervisors adopted Resolution No. 2005-271 forming the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "CFD") in order to provide financing for public infrastructure improvements needed for the development of the area within the community of Linda, one mile east of State Highway 70, north of Erle Road, west of Griffith Avenue and south of Linda Avenue. On August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 designating three improvement areas within the CFD, including an Improvement Area A (the "Orchard Improvement Area") that includes the current Orchard subdivision being developed by John Mourier Construction Inc. (the "Developer"). The County is authorized to levy special taxes on real property within the three improvement areas of the CFD, and to issue special tax bonds to pay the costs of infrastructure improvements authorized to be funded by the CFD, which bonds are to be repaid from the special taxes.

On October 7, 2014, the Board of Supervisors, following the conduct of a public hearing regarding the Orchard Improvement Area, adopted a Resolution directing that the maximum special tax that may be levied on single family residential property in the Orchard Improvement Area be reduced from \$1,550 to \$825 per residential unit per year, determining that the first levy of special taxes on property in the Orchard Improvement Area would be for fiscal year 2015-16, and clarifying that no special tax would be levied in the Orchard Improvement Area after fiscal year 2040-41. The Board of Supervisors also adopted a Resolution directing County Staff to present to the Board of Supervisors proceedings necessary for the issuance of special tax bonds of the County for the CFD to

be repaid from special taxes to be levied on property in the Orchard Improvement Area, designating consultants needed for the bond issue and approving an agreement with the Developer whereby the Developer would pay costs related to the issuance of the bonds, subject to reimbursement from bond proceeds when and if the bonds are issued.

County Staff, working with the consultants, have prepared a Fiscal Agent Agreement pursuant to which the special tax bonds are to be issued and a Continuing Disclosure Agreement which provides for the County to annually provide information relevant to bond investors. The Board of Supervisors is now being requested to adopt a Resolution approving those agreements, authorizing the issuance of the special tax bonds, and directing the preparation of an official statement to be used in connection with the marketing of the bonds and a bond purchase agreement providing for the sale of the bonds to Stifel Nicolaus & Company, Incorporated, the designated underwriter for the bonds. If the Board of Supervisors adopts the Resolution and the bonds are issued, proceeds of the bonds will be used to pay a portion of the costs incurred by the Developer in connection with the construction of infrastructure improvements for the Orchard development pursuant to an Acquisition Agreement between the County, for the CFD, and the Developer that was executed by the parties in April of 2008, and amended on December 30, 2013 and on October 7, 2014.

The principal amount of the bonds to be issued will be determined based on the advice of the bond underwriter and the County's financial advisor, but not in any case more than \$3,200,000. It is expected that the official statement and bond purchase agreement needed to issue the bonds will be presented to the Board of Supervisors for approval in early December, and if they are approved by the Board of Supervisors the bonds will be issued in January of 2015. This will be the only bond issue by the County for the Orchard Improvement Area to fund costs of the improvements constructed by the Developer. It should be noted that even though it is expected that the bonds will be issued January of 2015, the special taxes to repay the bonds will not be levied on property in the Improvement Area until fiscal year 2015-2016, with the first property owner special tax payment delinquent if not paid by December 10, 2015.

## **FISCAL IMPACT**

The bonds to be issued will not be general obligations of the County or the CFD, but will be limited obligations of the County for the CFD secured solely by and payable solely from the special taxes levied on property in the Orchard Improvement Area and amounts held in certain funds and accounts established under the Fiscal Agent Agreement for the bonds. All costs of issuance of the bonds will be paid from the proceeds of the bonds. All administrative costs of the CFD related to the Orchard Improvement Area and the bond program will be paid from proceeds of the special taxes levied on property in the Orchard Improvement Area. The CFD will only be authorized to levy the special taxes on land included within the boundaries of the Orchard Improvement Area as needed to repay the bonds and pay the administrative costs of the bond program, subject in any event to the limitation of \$825 per residential unit per year commencing fiscal year 2015-16 and ending with fiscal year 2040-41.

Attachments:     Resolution  
                      Fiscal Agent Agreement  
                      Continuing Disclosure Agreement



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

**In Re:**

**RESOLUTION AUTHORIZING THE ISSUANCE OF )  
SPECIAL TAX BONDS OF THE COUNTY FOR THE )  
COUNTY OF YUBA COMMUNITY FACILITIES )  
DISTRICT NO. 2005-1 (ORCHARD/MONTROSE )  
PUBLIC IMPROVEMENTS) RELATED TO )  
IMPROVEMENT AREA A OF THE DISTRICT, )  
APPROVING AND DIRECTING THE EXECUTION )  
OF A FISCAL AGENT AGREEMENT AND )  
APPROVING OTHER RELATED DOCUMENTS AND )  
ACTIONS )**

**Resolution No. \_\_\_\_\_**

**WHEREAS**, the Board of Supervisors has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Law") to form the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by the special taxes the proceeds of which are to be used to finance certain public improvements (the "Facilities"), all as described in Resolution No. 2005-271 entitled "Resolution of Formation of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" and Resolution No. 2005-272 entitled "Resolution Determining the Necessity to Incur Bonded Indebtedness Within County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and Submitting Proposition to the Qualified Electors of the District," which Resolutions were adopted by the Board of Supervisors on November 8, 2005; and

**WHEREAS**, pursuant to said Resolutions, an election was held within the District on November 9, 2005 and the then qualified electors approved the propositions of the incurrence of the bonded debt, the establishment of the appropriations limit and the levy of the special tax by more than two-thirds of the votes cast at said special election; and

**WHEREAS**, on August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 entitled "Resolution Designating Improvement Areas Within the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), and of Consideration to Alter the Rate and Method of Apportionment of Special Taxes, the Bonded Indebtedness Limits and the Appropriations Limits for Such Areas," designating three improvement areas within the District, as authorized by Section 53350 of the Law, including an Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "Improvement Area"), and otherwise commencing proceedings (the "Alteration Proceedings") to alter the rate and method of apportionment of

special taxes for each of the three improvement areas and to establish a bonded indebtedness limit and an annual appropriations limit for each of the three improvement areas; and

**WHEREAS**, pursuant to the Alteration Proceedings, an election was held within each of the three improvement areas of the District on January 7, 2008, at which the then qualified electors of the District, and of each of the improvement areas, approved the revised rate and method of apportionment of special taxes, the bonded indebtedness limit and the appropriations limit for each of the three improvement areas; and

**WHEREAS**, on October 7, 2014, the Board of Supervisors adopted a Resolution entitled "Resolution Reducing Maximum Special Tax for Single Family Residential Property in Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), Clarifying Rate and Method of Apportionment of Special Tax, Approving Supplement No. 2 to Acquisition Agreement, and Authorizing Related Actions," directing that the maximum special tax that may be levied under the rate and method of apportionment of special taxes for the Improvement Area on single family residential property be reduced to \$825 per residential unit per year, determining that the first levy of special taxes on property in the Improvement Area shall be for fiscal year 2015-16, and clarifying that no special taxes may be levied in the Improvement Area after fiscal year 2040-41; and

**WHEREAS**, also on October 7, 2014, the Board of Supervisors adopted a Resolution entitled "Resolution Approving and Authorizing the Execution of a Deposit/Reimbursement Agreement Relative to the Proposed Issuance of Special Tax Bonds for Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), and Authorizing and Directing Actions With Respect to the Bonds," directing, among other actions, that County Staff present to the Board of Supervisors the proceedings necessary for the issuance of bonds by the County for the District to be repaid from proceeds of special taxes levied on property in the Improvement Area; and

**WHEREAS**, there have been submitted to this Board of Supervisors for its approval (a) a Fiscal Agent Agreement (the "Fiscal Agent Agreement") providing for the issuance of the Bonds (as defined in Section 1 below) to be repaid from special taxes to be levied on property in the Improvement Area, and providing for the use of the proceeds of the Bonds to finance a portion of the costs of the Facilities, and (b) a Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure Agreement"), and the Board of Supervisors, with the aid of County staff, has reviewed the Fiscal Agent Agreement and the Continuing Disclosure Agreement and has found them to be in proper order; and

**WHEREAS**, the Board of Supervisors now desires to authorize the issuance of the Bonds, to approve the Fiscal Agent Agreement and the Continuing Disclosure Agreement and to authorize their execution and delivery, and to direct the preparation of an official statement (the "Official Statement") describing the Bonds and a bond purchase agreement (the "Bond Purchase Agreement") pursuant to which the Bonds are to be sold.

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

*Section 1.* Pursuant to the Law, this Resolution and the Fiscal Agent Agreement, special tax bonds of the County of Yuba (the "County") for the District (the "Bonds"), in an aggregate principal amount not to exceed \$3,200,000, are hereby authorized to be issued, such bonds to be designated the "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds." The Bonds shall be payable from special taxes levied on property in the Improvement Area, and shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Board of Supervisors hereby finds and determines that, based on the assessed values of the parcels in the Improvement Area, the Bonds have in excess of a value to lien ratio of four to one, as

required by the County's Land Secured Financing Policies, adopted by the Board of Supervisors on April 20, 2004 (the "Local Goals and Policies"). The Board of Supervisors finds that the Bonds, when issued pursuant to the Fiscal Agent Agreement, will be in accordance with the Local Goals and Policies. The Board of Supervisors further finds that the sale of the Bonds at negotiated sale will result in a lower overall cost.

*Section 2.* The Fiscal Agent Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The County Administrator and the Chairman of the Board of Supervisors (collectively, the "Authorized Officers"), each acting alone, are hereby authorized and directed to execute and deliver the Fiscal Agent Agreement in said form, with such additions thereto or changes therein as are deemed necessary by the County Administrator, upon consultation with County Counsel and Bond Counsel, to cure any ambiguity or defect therein if such addition or change does not materially alter the substance or content thereof, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions with respect to the Bonds as are set forth in the Bond Purchase Agreement, or to conform any provisions therein to the Bond Purchase Agreement and the Official Statement. The approval of any such additions or changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer. In any event, the date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Fiscal Agent Agreement as finally executed.

*Section 3.* The Bonds, when executed, shall be delivered to the Fiscal Agent (as defined in the Fiscal Agent Agreement) for authentication. The Fiscal Agent is hereby requested and directed to authenticate the Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to Stifel Nicolaus & Company, Incorporated, the underwriter for the Bonds (the "Underwriter"), in accordance with written instructions executed on behalf of the County by the County Administrator or the County Treasurer, which instructions each such officer is hereby authorized, for and in the name and on behalf of the County, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the Bonds to the Underwriter upon payment of the purchase price therefor.

*Section 4.* The County hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

*Section 5.* The Continuing Disclosure Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name of and on behalf of the County, to execute and deliver the Continuing Disclosure Agreement in said form, with such additions thereto or changes therein as are deemed necessary, desirable or appropriate by the County Administrator upon consultation with County Counsel and Disclosure Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery by an Authorized Officer of the Continuing Disclosure Agreement.

*Section 6.* The preparation of the Official Statement in preliminary and final form, and the preparation of the Bond Purchase Agreement, are hereby authorized. Approval of the Official Statement and the Bond Purchase Agreement shall occur at a subsequent meeting of the Board of Supervisors, and such approval is hereby made a condition precedent to the sale and issuance of the Bonds. The interest rate on the Bonds set forth in the Bond Purchase Agreement shall not exceed 7.00% per annum and the discount at which the Underwriter purchases the Bonds (exclusive of original issue discount) shall not exceed 2.50% of the principal amount thereof.

*Section 7.* All actions heretofore taken by the officers and agents of the County with respect to the establishment of the District, the designation of the Improvement Area, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the County are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Whenever in this Resolution any officer of the County is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 8. This Resolution shall take effect upon its adoption.

\* \* \* \* \*

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba on the 28<sup>th</sup> day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

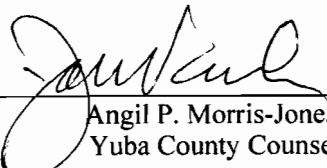
COUNTY OF YUBA

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Angil P. Morris-Jones,  
Yuba County Counsel

25002 09:J12887  
10/13/14

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**FISCAL AGENT AGREEMENT**

**by and between**

**COUNTY OF YUBA, CALIFORNIA**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
as Fiscal Agent**

**dated as of January 1, 2015**

**relating to:**

**\$ \_\_\_\_\_**

**County of Yuba**

**Community Facilities District No. 2005-1**

**(Orchard/Montrose Public Improvements) – Improvement Area A,  
2015 Special Tax Bonds**

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#### EXHIBIT A – FORM OF 2015 BOND

## FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement"), dated as of January 1, 2015, is by and between the County of Yuba, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County"), for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

### RECITALS:

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 2005-271 adopted by the Board of Supervisors on November 8, 2005;

WHEREAS, pursuant to Resolution No. 2007-120 adopted by the Board of Supervisors on August 28, 2007, and Section 53350 of the Act, the Board of Supervisors designated a portion of the District as "Improvement Area A" (the "Improvement Area");

WHEREAS, the Board of Supervisors, as the legislative body with respect to the District, is authorized under the Act to levy special taxes on property in the Improvement Area to pay for the costs of facilities eligible to be financed by the District and to authorize the issuance of bonds secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on October 28, 2014, the Board of Supervisors adopted its Resolution No. 2014-\_\_\_\_\_ (the "Resolution"), which Resolution, among other matters, authorized the issuance of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds (the "2015 Bonds") in an aggregate principal amount not to exceed \$\_\_\_\_\_, provided that said issuance would be in accordance with this Agreement, and authorized the execution hereof;

WHEREAS, it is in the public interest and for the benefit of the County, the District, the persons responsible for the payment of special taxes to be levied in the Improvement Area and the owners of the 2015 Bonds that the County enter into this Agreement to provide for the issuance of the 2015 Bonds, the disbursement of proceeds of the 2015 Bonds, the disposition of the special taxes securing the 2015 Bonds and the administration and payment of the 2015 Bonds; and

WHEREAS, the County has determined that all things necessary to cause the 2015 Bonds, when authenticated by the County for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding and special obligations of the County for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the 2015 Bonds, subject to the terms hereof, have in all respects been duly authorized.

***AGREEMENT:***

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## ARTICLE I

### STATUTORY AUTHORITY AND DEFINITIONS

**Section 1.01. Authority for this Agreement.** This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

**Section 1.02. Agreement for Benefit of Bondowners.** The provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. Any action by any Owner to enforce the provisions of this Agreement shall be for the equal benefit and protection of all Owners of the Bonds.

The Fiscal Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

**Section 1.03. Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 et seq. of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the County in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, compliance with the Continuing Disclosure Agreement, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of County staff related thereto and a proportionate amount of County general administrative overhead related thereto, any amounts paid by the County from its general funds pursuant to Section 6.02, any amounts paid or payable to any persons or entities employed by the County in connection with the discharge of any of the County's obligations hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States), and all other costs and expenses of the County or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder or in connection with the Bonds and, in the case of the County, in any way related to the administration of the Bonds or the District with regard to the Improvement Area. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of the provisions of Section 2.03(A)(ii) providing for mandatory sinking payments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking payment due in such Bond Year pursuant to Section 2.03(A)(ii)).

"Auditor" means the Auditor/Controller of the County, as such other official at the County who is responsible for preparing property tax bills.

"Authorized Officer" means the County Administrator, the County Treasurer-Tax Collector, the Clerk of the Board of Supervisors of the County, or any other officer or employee of the County authorized by the Board of Supervisors of the County or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means (i) Quint & Thimmig LLP, or (ii) any attorney or other firm of attorneys acceptable to the County and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Register" means the books for the registration and transfer of Bonds maintained by the Fiscal Agent under Section 2.08 hereof.

"Bond Year" means the one-year period beginning on September 2 in each year and ending on September 1 in the following year except that the first Bond Year shall begin on the Closing Date and end on September 1, 2015.

"Bonds" means, collectively, the 2015 Bonds, and, if the context requires, any Parity Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

"Business Day" means any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its corporate trust office are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"Capitalized Interest Account" means the account by that name established within the Bond Fund pursuant to Section 4.02(A).

"Closing Date" means January \_\_, 2015, being the date upon which there is a physical delivery of the 2015 Bonds in exchange for the amount representing the purchase price of the 2015 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2015 Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2015 Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of January 1, 2015, executed by the County and Goodwin Consulting Group, Inc. as the initial Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the County and related to the authorization, sale and issuance of the 2015 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, fees and expenses of Fiscal Agent's counsel, expenses incurred by the County in connection with the issuance of the 2015 Bonds, special tax consultant fees and expenses, Bond (underwriter's) discount, legal fees and charges, including bond counsel and disclosure counsel, financial advisor fees, rating agency fees, charges for execution, transportation and safekeeping of the 2015 Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"County" means the County of Yuba, California.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal (including principal payable by reason of Section 2.03(A)(ii)) on the Bonds and the scheduled amount of interest and amortization of principal payable on any Parity Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.13.

"District" means the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), formed pursuant to the Act and the Resolution of Formation.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent:

(i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the County and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Area" means Improvement Area A of the District, designated as such pursuant to the Resolution Designating Improvement Areas.

"Improvement Fund" means the fund by that name created and held by the Fiscal Agent pursuant to Section 3.03(A).

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the County or any Authorized Officer, and who, or each of whom: (i) is judged by the person or entity that approved them to have experience in matters relating to the issuance and/or administration of bonds under the Act; (ii) is in fact independent and not under the domination of the County; (iii) does not have any substantial interest, direct or indirect, with or in the County, or any owner of real property in the Improvement Area, or any real property in the Improvement Area; and (iv) is not connected with the County as an officer or employee of the County, but who may be regularly retained to make reports to the County.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, (at <http://emma.msrb.org>); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the County may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2015.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final scheduled maturity date for any Outstanding Bonds.

"Officer's Certificate" means a written certificate of the County signed by an Authorized Officer of the County.

"Ordinance" means Ordinance No. 1359, adopted by the Board of Supervisors of the County on December 13, 2005, as amended by Ordinance No. 1437 adopted by the Board of Supervisors on January 15, 2008, and any other ordinance of the County levying the Special Taxes.

"Original Purchaser" means the first purchaser of the 2015 Bonds from the County, being Stifel, Nicolaus & Company, Incorporated.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except: (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the County pursuant to this Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Parity Bonds" means bonds issued by the County for the District payable and secured on a parity with any then Outstanding Bonds, pursuant to Section 2.14 hereof.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

"Permitted Investments" means the following, but only to the extent that the same are acquired at Fair Market Value and are otherwise legal investments for funds of the County:

(a) Federal Securities.

(b) Registered state warrants or treasury notes or bonds of the State of California (the "State"), including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State, which are rated in one of the two highest short-term or long-term rating categories by either Moody's Investors Service or Standard and Poor's Ratings Group, and which have a maximum term to maturity not to exceed three years.

(c) Time certificates of deposit or negotiable certificates of deposit issued by a state or nationally chartered bank or trust company, or a state or federal savings and loan association which may include the Fiscal Agent and its affiliates; provided, that the certificates of deposit shall be one or more of the following: continuously and fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and/or continuously and fully secured by securities described in subdivision (a) or (b) of this definition of Permitted Investments which shall have a market value, as determined on a marked-to-market basis calculated at least weekly, and exclusive of accrued interest, or not less than 102 percent of the principal amount of the certificates on deposit.



(d) Commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by either Moody's Investors Service or Standard and Poor's Ratings Services, which commercial paper is limited to issuing corporations that are organized and operating within the United States of America and that have total assets in excess of five hundred million dollars (\$500,000,000) and that have an "A" or higher rating for the issuer's debentures, other than commercial paper, by either Moody's Investors Service or Standard and Poor's Ratings Services, provided that purchases of eligible commercial paper may not exceed 180 days' maturity nor represent more than 10 percent of the outstanding commercial paper of an issuing corporation. Purchases of commercial paper may not exceed 20 percent of the total amount invested pursuant to this definition of Permitted Investments.

(e) A repurchase agreement with a state or nationally chartered bank or trust company or a national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, provided that all of the following conditions are satisfied: (1) the agreement is secured by any one or more of the securities described in subdivision (a) of this definition of Permitted Investments, (2) the underlying securities are required by the repurchase agreement to be held by a bank, trust company, or primary dealer having a combined capital and surplus of at least one hundred million dollars (\$100,000,000) and which is independent of the issuer of the repurchase agreement, and (3) the underlying securities are maintained at a market value, as determined on a marked-to-market basis calculated at least weekly, of not less than 103 percent of the amount so invested.

(f) An investment agreement or guaranteed investment contract with, or guaranteed by, a financial institution the long-term unsecured obligations of which are rated Aa2 and "AA" or better, respectively, by Moody's Investors Service and Standard and Poor's Ratings Services at the time of initial investment. The investment agreement shall be subject to a downgrade provision with at least the following requirements: (1) the agreement shall provide that within five business days after the financial institution's long-term unsecured credit rating has been withdrawn, suspended, other than because of general withdrawal or suspension by Moody's Investors Service or Standard and Poor's Ratings Services from the practice of rating that debt, or reduced below "AA-" by Standard and Poor's Ratings Services or below "Aa3" by Moody's Investors Service (these events are called "rating downgrades") the financial institution shall give notice to the County and, within the five-day period, and for as long as the rating downgrade is in effect, shall deliver in the name of the County or the Fiscal Agent to the County or the Fiscal Agent Federal Securities allowed as investments under subdivision (a) of this definition of Permitted Investments with aggregate current market value equal to at least 105 percent of the principal amount of the investment agreement invested with the financial institution at that time, and shall deliver additional allowed federal securities as needed to maintain an aggregate current market value equal to at least 105 percent of the principal amount of the investment agreement within three days after each evaluation date, which shall be at least weekly, and (2) the agreement shall provide that, if the financial institution's long-term unsecured credit rating is reduced below "A3" by Moody's Investors Service or below "A-" by Standard and Poor's Ratings Services, the Fiscal Agent or the County may, upon not more than five business days' written notice to the financial institution, withdraw the investment agreement, with accrued but unpaid interest thereon to the date, and terminate the agreement.

(g) The Local Agency Investment Fund of the State of California.

(h) Investments in a money market fund (including any funds of the Fiscal Agent or its affiliates and including any funds for which the Fiscal Agent or its affiliates provides investment advisory or other management services) rated in the highest rating category (without regard to plus (+) or minus (-) designations) by Moody's Investors Service or Standard & Poor's Ratings Services.

(i) Any other lawful investment for County funds.

"Principal Office" means the corporate trust office of the Fiscal Agent as identified pursuant to Section 9.06 hereof; provided, however, for the purpose of maintenance of the Registration Books and surrender of Bonds for payment, transfer or exchange such term means the office at which the Fiscal Agent conducts its corporate agency business, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the facilities eligible to be funded by the District, as specified by the Resolution of Formation.

"Rate and Method of Apportionment" means the Rate and Method of Apportionment of Special Tax for the Improvement Area, as approved pursuant to proceedings commenced by the Resolution Designating Improvement Areas, and as it may be amended from time to time in accordance with the provisions of the Act.

"Record Date" means the fifteenth (15<sup>th</sup>) day of the month next preceding the month of the applicable Interest Payment Date, whether or not such fifteenth (15<sup>th</sup>) day is a Business Day.

"Refunding Bonds" means bonds issued by the County for the District the net proceeds of which are used to refund all or a portion of the then Outstanding Bonds; provided that the debt service on the Refunding Bonds in any Bond Year is not in excess of the debt service on the Bonds being refunded, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

"Registration Books" means the records maintained by the Fiscal Agent pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the least of (i) the then Maximum Annual Debt Service, (ii) one hundred twenty-five percent (125%) of the then average Annual Debt Service, or (iii) ten percent (10%) of the initial principal amount of the Bonds. The Reserve Requirement as of the Closing Date is \$\_\_\_\_\_.

"Resolution" means Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors of the County on October 28, 2014, authorizing the issuance of the 2015 Bonds.

"Resolution Designating Improvement Areas" means Resolution No. 2007-120, adopted by the Board of Supervisors of the County on August 28, 2007, designating three improvement areas within the District, including the Improvement Area.

"Resolution of Formation" means Resolution No. 2005-271, adopted by the Board of Supervisors of the County on November 8, 2005.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 1SL, New York, New York 10041-0099, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means the proceeds of any prepayments of Special Taxes received by the County, as calculated pursuant to the Rate and Method of Apportionment, less any administrative fees or penalties collected as part of any such prepayment.

"Special Tax Prepayments Account" means the account by that name within the Bond Fund established by Section 4.02(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the County, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien, but shall not include interest and penalties, if any, collected with the Special Taxes that are in excess of the rate of interest payable on the Bonds.

"Special Taxes" means the special taxes levied on property within the Improvement Area pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the County under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Tax Consultant" means Goodwin Consulting Group, Inc. or another independent financial or tax consultant retained by the County for the purpose of computing the Special Taxes.

"Treasurer" means the Treasurer-Tax Collector of the County, or such other officer or employee of the County performing the functions of the chief financial officer of the County.

"2015 Bonds" means the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds at any time Outstanding under this Agreement.

**ARTICLE II**  
**THE 2015 BONDS**

**Section 2.01. Principal Amount; Designation.** 2015 Bonds in the aggregate principal amount of \_\_\_\_\_ Million \_\_\_\_\_ Hundred \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) are hereby authorized to be issued by the County for the District under and subject to the terms of the Resolution, this Agreement, the Act and other applicable laws of the State of California. The 2015 Bonds are hereby designated the "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds."

**Section 2.02. Terms of 2015 Bonds.** The 2015 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple in excess thereof. The 2015 Bonds shall be dated the Closing Date, shall be in the principal amounts, shall mature on September 1 in the years and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates per annum as follows:

Maturity Date <u>(September 1)</u>	Principal <u>Amount</u>	<u>Interest Rate</u>
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Interest on the 2015 Bonds shall be payable on each Interest Payment Date to the person whose name appears on the registration books maintained by the Fiscal Agent as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner at the address of such Owner as it appears on the registration books maintained by the Fiscal Agent as of the preceding Record Date. Principal of and premium (if any) on any 2015 Bond shall be paid by check upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Principal Office of the Fiscal Agent. The principal of and interest and premium (if any) on the 2015 Bonds shall be payable in lawful money of the United States of America.

Each 2015 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or

before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2015, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any 2015 Bond, interest thereon is in default, such 2015 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

"CUSIP" identification numbers shall be imprinted on the 2015 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2015 Bonds, and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2015 Bonds. In addition, failure on the part of the County or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute any violation of the County's contract with such Owners and shall not impair the effectiveness of any such notice.

All 2015 Bonds paid by the Fiscal Agent pursuant to this Article shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2015 Bonds and, upon written request of the County, issue a certificate of destruction thereof to the County.

### **Section 2.03. Redemption.**

#### **(A) Redemption Dates.**

(i) *Optional Redemption.* The 2015 Bonds maturing on and after September 1, \_\_\_\_\_ are subject to optional redemption prior to their stated maturity on any Interest Payment Date occurring on or after September 1, \_\_\_\_\_, as a whole, or in part among maturities as determined by the Treasurer and by lot within a maturity, at a redemption price equal to the principal amount of the 2015 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

(ii) *Mandatory Sinking Payment Redemption.* The 2015 Bonds maturing on September 1, \_\_\_\_\_, are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_\_, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date  
(September 1)

Sinking Payments

The amounts in the foregoing table shall be reduced to the extent practicable so as to maintain level debt service on the 2015 Bonds, as a result of any prior partial redemption of the 2015 Bonds pursuant to Section 2.03(A)(i) above or Section 2.03(A)(iii) below, as specified in writing by the Treasurer to the Fiscal Agent.

(iii) *Mandatory Redemption From Special Tax Prepayments.* Special Tax Prepayments and any corresponding transfers from the Reserve Fund pursuant to clause (iii) of the second paragraph of Section 3.04(A) and Section 4.03(F) shall be used to redeem 2015 Bonds on the next Interest Payment Date for which notice of

redemption can timely be given under Section 2.03(E), by lot and allocated among maturities of the 2015 Bonds so as to maintain substantially level debt service on the Bonds, at a redemption price (expressed as a percentage of the principal amount of the 2015 Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any Interest Payment Date to and including March 1, ____	%
September 1, ____ and March 1, ____	
September 1, ____ and March 1, ____	
September 1, ____ and thereafter	

(B) Notice to Fiscal Agent. The County shall give the Fiscal Agent written notice of its intention to redeem 2015 Bonds pursuant to subsection (A)(i) or (iii) above not less than forty-five (45) days prior to the applicable redemption date, or such lesser number of days as is acceptable to the Fiscal Agent. No notice need be given by the County to the Fiscal Agent of a redemption of 2015 Bonds pursuant to subsection (A)(ii) above.

(C) Priority of Redemption. Whenever provision is made in this Agreement for the redemption of less than all of the 2015 Bonds or any given portion thereof pursuant to Section 2.03(A)(i), the Fiscal Agent shall select the 2015 Bonds to be redeemed, from all 2015 Bonds or such given portion thereof not previously called for redemption among maturities as directed in writing by the Treasurer, and within a maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair. Whenever provision is made in this Agreement for the redemption of less than all of the 2015 Bonds or any given portion thereof pursuant to Section 2.03(A)(iii), the Fiscal Agent shall select the 2015 Bonds to be redeemed, from all 2015 Bonds or such given portion thereof not previously called for redemption among maturities so as to maintain substantially level debt service on the Bonds, and within a maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair. In each case, for purposes of selection of Bonds to be redeemed, all Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

(D) Purchase of Bonds in lieu of Redemption. In lieu of redemption under Section 2.03(A) above, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2015 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase prior to the selection of 2015 Bonds for redemption, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2015 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(E) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services (or by such other means as permitted by such services), and to the respective registered Owners of any 2015 Bonds designated for redemption, at their addresses appearing on the 2015 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the 2015 Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the 2015 Bonds of one or more maturities have been called for redemption, shall state as to any 2015 Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any redemption of the 2015 Bonds under Section 2.03(A)(i) or (iii) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the 2015 Bonds on the anticipated redemption date, and that the redemption shall not occur if by no later than the scheduled redemption date sufficient moneys to redeem the 2015 Bonds have not been deposited with the Fiscal Agent. In the event that the Fiscal Agent does not receive sufficient funds by the scheduled redemption date to so redeem the 2015 Bonds to be redeemed, the Fiscal Agent shall send written notice to the owners of the 2015 Bonds, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2015 Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Agreement.

Upon the payment of the redemption price of 2015 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2015 Bonds being redeemed with the proceeds of such check or other transfer.

Upon surrender of 2015 Bonds redeemed in part only, the County shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the County, a new 2015 Bond or 2015 Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2015 Bond or 2015 Bonds.

(F) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2015 Bonds so called for redemption shall have been deposited in the 2015 Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and, upon written request of the County, issue a certificate of destruction thereof to the County.

(G) Redemption of Parity Bonds. Redemption provisions, if any, pertaining to any Parity Bonds shall be set forth in the Supplemental Agreement providing for such Parity Bonds.

**Section 2.04. Form of 2015 Bonds.** The 2015 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

**Section 2.05. Execution of Bonds.** The Bonds shall be executed on behalf of the County by the facsimile signatures of the Chair of the Board of Supervisors of the County and the Clerk of the Board who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the County shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the owner. Any Bond may be signed and attested on behalf of the County by such persons as at the actual date of the execution of such Bond shall be the proper officers of the County although at the nominal date of such Bond any such person shall not have been such officer of the County.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A executed manually and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

**Section 2.06. Transfer of Bonds.** Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the County from any lawfully available funds of the District attributable to the Improvement Area, including but not limited to amounts in the Administrative Expense Fund. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to a Bond after such Bond has been selected for redemption.

**Section 2.07. Exchange of Bonds.** Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations of the same series and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the County. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to a Bond after such Bond has been selected for redemption.

**Section 2.08. Bond Register.** The Fiscal Agent will keep or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the County during regular business hours



upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

The County and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the County and the Fiscal Agent shall not be affected by any notice to the contrary. The County and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond register for any and all purposes.

**Section 2.09. Temporary Bonds.** The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the County, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under to this Agreement as definitive Bonds authenticated and delivered hereunder.

**Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent.

If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the County and the Fiscal Agent satisfactory to the Fiscal Agent shall be given, the County, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The County may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the County and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

**Section 2.11. Limited Obligation.** All obligations of the County under this Agreement and the Bonds shall be special obligations of the County, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the faith and credit nor the taxing power of the County (except with respect to the levy of Special Taxes on property in the Improvement Area, to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

**Section 2.12. No Acceleration.** The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

**Section 2.13. Book-Entry Only System.** DTC shall act as the initial Depository for the 2015 Bonds. One 2015 Bond for each maturity of the 2015 Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the 2015 Bonds shall be registered in the Registration Books kept by the Fiscal Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The representatives of the County and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the 2015 Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Registration Books in the name of Cede & Co., as nominee of DTC, neither the County nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the County nor the Fiscal Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the County elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds; except that so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of \$825,000 or more in aggregate principal amount of any series of Bonds who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with the Fiscal Agent shall be provided with all notices relating to such Bonds by the Fiscal Agent.

Except as set forth above, the Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Registration Books, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.13 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the 2015 Bonds at any time by giving written notice to the Fiscal Agent during any time that the 2015 Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of DTC with respect to the 2015 Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the 2015 Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the County shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the County determines that it is in the best interest of the Beneficial Owners of the 2015 Bonds that they be able to obtain certificated Bonds, the 2015 Bonds shall no longer be restricted to being registered in the Registration Books of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or name the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06 the 2015 Bonds will be delivered to such Beneficial Owners as soon as practicable.

**Section 2.14. Issuance of Parity Bonds.** The County may issue one or more series of Parity Bonds, in addition to the 2015 Bonds authorized under Section 2.01 hereof, by means of a Supplemental Agreement and without the consent of any Bondowners, upon compliance with the provisions of this Section 2.14. Only Refunding Bonds that comply with the requirements of this Section 2.14 shall be Parity Bonds, and such Parity Bonds shall constitute Bonds hereunder and shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds hereunder on a parity with all other Bonds Outstanding hereunder. The County may issue Refunding Bonds that are Parity Bonds subject to the following specific conditions precedent:

(A) Current Compliance. The County shall be in compliance on the date of issuance of the Parity Bonds with all covenants set forth in this Agreement and all Supplemental Agreements.

(B) Payment Dates. The Supplemental Agreement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on March 1 and September 1, and principal thereof shall be payable on September 1 in any year in which principal is payable (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis).

(C) Funds and Accounts; Reserve Fund Deposit. The Supplemental Agreement providing for the issuance of such Parity Bonds may provide for the establishment of separate funds and accounts, and shall provide for a deposit to the Reserve Fund (or to a separate account created for such purpose) in an amount necessary so that the amount on deposit in the Reserve Fund (together with the amount in any such separate account), following the issuance of such Parity Bonds, is equal to the Reserve Requirement.

(D) Refunding Bonds. The Parity Bonds must be Refunding Bonds.

(E) Officer's Certificate. The County shall deliver to the Fiscal Agent an Officer's Certificate certifying that the proposed issue of Parity Bonds constitute

Refunding Bonds, and that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (A), (B), (C) and (D) of this Section 2.14 have been satisfied. In delivering such Officer's Certificate, the Authorized Officer that executes the same may conclusively rely upon such certificates of the Fiscal Agent and others selected with due care, without the need for independent inquiry or certification.

Nothing in this Section 2.14 shall prohibit the County from issuing bonds or otherwise incurring debt for the District secured by a pledge of Special Tax Revenues subordinate to the pledge thereof under Section 4.01 of this Agreement.

## ARTICLE III

### ISSUANCE OF 2015 BONDS

**Section 3.01. Issuance and Delivery of 2015 Bonds.** At any time after the execution of this Agreement, the County may issue the 2015 Bonds for the District in the aggregate principal amount set forth in Section 2.01 and deliver the 2015 Bonds to the Original Purchaser. The Authorized Officers of the County are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2015 Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance, and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2015 Bonds to the Original Purchaser.

The validity of the authorization and issuance of the Bonds shall not be dependent upon the performance by any person of his obligation with respect to the Project.

**Section 3.02. Application of Proceeds of Sale of 2015 Bonds.** The proceeds of the purchase of the 2015 Bonds by the Original Purchaser (being \$\_\_\_\_\_) shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows (for record keeping purposes, the Fiscal Agent may establish such accounts as may be necessary to reflect such transfer of proceeds):

(A) Deposit in the Reserve Fund \$\_\_\_\_\_ (being an amount equal to the initial Reserve Requirement).

(B) Deposit in the Costs of Issuance Fund an amount equal to \$\_\_\_\_\_.

(C) Deposit in the Improvement Fund an amount equal to \$\_\_\_\_\_.

(D) Deposit in the Capitalized Interest Account an amount equal to \$\_\_\_\_\_.

(E) Deposit in the Administrative Expense Fund an amount equal to \$\_\_\_\_\_.

**Section 3.03. Establishment of Improvement Fund.** There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Improvement Fund (the "Improvement Fund"). Deposits shall be made to the Improvement Fund as required by Section 3.02(C). Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the County, and shall be disbursed as provided in Sections 3.03(B) and (D).

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate executed by the Treasurer which shall: (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made (which shall be for payment of a Project cost or to reimburse expenditures of the County or any other party for Project costs previously paid), that the disbursement is a proper expenditure from the Improvement Fund, and the person to which the disbursement is to be paid; and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate executed by the Treasurer previously filed requesting a disbursement.

Each such Officer's Certificate or other certificate submitted to the Fiscal Agent as described in this Section 4.02(B) which has been executed by the Treasurer shall be sufficient evidence to the Fiscal Agent of the facts stated therein, and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment and deposit of amounts in the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of such fund.

(D) Closing of Fund. Upon the filing with the Fiscal Agent of an Officer's Certificate executed by the Treasurer stating that the costs of the Project to be paid from the Improvement Fund have been so paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund to be used to pay Debt Service on the Bonds on the next Interest Payment Date. Following such transfer, the Improvement Fund shall be closed.

#### **Section 3.04. Special Tax Fund.**

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Special Tax Fund. The County shall transfer or cause to be transferred to the Fiscal Agent, as soon as practicable following receipt, all Special Tax Revenues received by the County, which amounts shall be deposited by the Fiscal Agent to the Special Tax Fund. In addition, the Fiscal Agent shall deposit in the Special Tax Fund amounts to be transferred thereto pursuant to Section 3.05(B) hereof.

Notwithstanding the foregoing,

(i) with respect to the first \$25,000.00 of Special Tax Revenues collected by the County in any Fiscal Year; first, the County may retain all or any portion thereof, and not remit the same to the Fiscal Agent, to the extent the County determines that it needs said amount to pay Administrative Expenses of the County; and second, any remaining portion of such amount shall be separately identified by the County and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the County and shall be deposited by the Fiscal Agent first, in the Bond Fund to the extent needed to pay any past due debt service on the Bonds; second, to the Reserve Fund to the extent needed to increase the amount then on deposit in the Reserve Fund up to the then Reserve Requirement; and third, to the Special Tax Fund for use as described in Section 3.04(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the County and shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A).

Moneys in the Special Tax Fund shall be held by the Fiscal Agent for the benefit of the County and the Owners of the Bonds, shall be disbursed as provided below and, pending and disbursement, shall be subject to a lien in favor of the Owners of the Bonds and the County.

(B) Disbursements. From time to time as needed to pay the obligations of the Improvement Area, but no later than the Business Day before each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority (i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Reserve Fund and the Special Tax Fund to the Bond Fund pursuant to Sections 4.03(C), (E), (F) and (G), Section 3.04(A), such that the amount in the Bond Fund equals the principal (including any sinking payment, or principal due pursuant to optional or special tax prepayment redemptions), premium, if any, and interest due on the Bonds on the next Interest Payment Date, and (ii) to the Reserve Fund an amount, taking into account amounts then on deposit in the Reserve Fund, such that the amount in the Reserve Fund is equal to the Reserve Requirement; provided that no such transfers shall exceed the amount then available to be transferred from the Special Tax Fund.

In addition to the foregoing, if in any Fiscal Year there are sufficient funds in the Special Tax Fund to make the foregoing transfers to the Bond Fund and the Reserve Fund in respect of the Interest Payment Dates occurring in the Bond Year that commences in such Fiscal Year, the Treasurer may direct the Fiscal Agent to transfer to the Administrative Expense Fund, from time to time, any amount in the Special Tax Fund in excess of the amount needed to make such transfers to the Bond Fund and the Reserve Fund, if the Treasurer determines that monies are needed to pay Administrative Expenses in excess of the amount then on deposit in the Administrative Expense Fund.

(C) Investment. Moneys in the Special Tax Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from investment of amounts in the Special Tax Fund shall be retained in the Special Tax Fund to be used for the purposes thereof.

#### **Section 3.05. Administrative Expense Fund.**

(A) Establishment of Administrative Expense Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Administrative Expense Fund, to the credit of which deposits shall be made as required by Section 3.02(E), clause (i) of the second paragraph of Section 3.04(A) and Section 3.06(B). Moneys in the Administrative Expense Fund shall be held by the Fiscal Agent for the benefit of the County, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the County or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense. Amounts transferred to the Administrative Expense Fund pursuant to Section 3.06(B) shall be used for purposes of such fund prior to using other available amounts therein.

Annually, on the last day of each Fiscal Year, the Fiscal Agent shall withdraw any amounts then remaining in the Administrative Expense Fund in excess of \$30,000 that have not otherwise been allocated to pay Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered, and transfer such amounts to the Special Tax Fund.

(C) Investment. Moneys in the Administrative Expense Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained in the Administrative Expense Fund to be used for the purposes of such fund.

### **Section 3.06. Costs of Issuance Fund.**

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(B). Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of the 2015 Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 90 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Administrative Expense Fund. Following such transfer, the Fiscal Agent shall close the Costs of Issuance Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.



## ARTICLE IV

### SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

**Section 4.01. Pledge of Special Tax Revenues.** The Bonds shall be secured by a first pledge of all of the Special Tax Revenues (other than the Special Tax Revenues to be retained by the County or deposited to the Administrative Expense Fund pursuant to clause (i) of the second paragraph of Section 3.04(A)) and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided herein, in the Special Tax Fund. The Special Tax Revenues and all moneys deposited into said funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Improvement Fund, the Administrative Expense Fund, the Costs of Issuance Fund, and the Special Tax Revenues to be retained by the County or deposited to the Administrative Expense Fund pursuant to clause (i) of the second paragraph of Section 3.04(A) or the second paragraph of Section 3.04(B), are not pledged to the repayment of the Bonds. The facilities financed with proceeds of the 2015 Bonds are not in any way pledged to pay the debt service on the Bonds. Any proceeds of the sale, condemnation or destruction of any facilities financed with proceeds of the 2015 Bonds are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

#### **Section 4.02. Bond Fund.**

(A) Establishment of Bond Fund, Capitalized Interest Account and Special Tax Prepayments Account. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Bond Fund, to the credit of which deposits shall be made as required by the first subclause of clause (ii) of the second paragraph of Section 3.04(A), Section 3.04(B) and Section 4.03, and any other amounts required to be deposited therein by this Agreement or the Act. There are also hereby created in the Bond Fund separate accounts held by the Fiscal Agent, consisting of (i) the Capitalized Interest Account, to the credit of which deposits shall be as provided in Sections 3.02(D), and (ii) the Special Tax Prepayments Account, to the credit of which deposits shall be made as required by clause (iii) of the second paragraph of Section 3.04(A). Moneys in the Bond Fund and the accounts therein shall be held by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. (i) Bond Fund Disbursements. On each Interest Payment Date, and following any transfers required pursuant to Sections 3.04(B), 4.02(B)(ii), 4.02(B)(iii) and 4.03(C), (E), (F) and (G) in connection with such Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(ii), or a redemption of the Bonds required by Section 2.03(A)(i) or (iii), such payments to be made in the priority listed in the second succeeding paragraph. Notwithstanding the foregoing, amounts in the Bond Fund as a result of a transfer pursuant to clause (ii) of the second paragraph of Section

3.04(A) shall be immediately disbursed by the Fiscal Agent to pay past due amounts owing on the Bonds.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein amounts to cover the amount of such Bond Fund insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited by the Fiscal Agent in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the first sentence of the first paragraph of this Section 4.02(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Each such payment shall be made ratably to the Owners of the Bonds based on the then Outstanding principal amount of the Bonds, if there are insufficient funds to make the corresponding payment for all of the then Outstanding Bonds. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(ii) **Special Tax Prepayments Account Disbursements.** Moneys in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds under Section 2.03(A)(iii) can timely be given by the Fiscal Agent under Section 2.03(E), and shall be used (together with any amounts transferred pursuant to Section 4.03(F)) to redeem Bonds on the redemption date selected in accordance with Section 2.03.

(iii) **Capitalized Interest Account Disbursements.** Moneys in the Capitalized Interest Account shall be transferred to the Bond Fund on the Business Day prior to March 1, 2015 and September 1, 2015, in the amount equal to and to be used for the payment of Debt Service on the 2015 Bonds due on the immediately succeeding Interest Payment Date; provided that no such transfer shall exceed the amount then on deposit in the Capitalized Interest Account. When no amounts remain on deposit in the Capitalized Interest Account, the Capitalized Interest Account shall be closed.

(C) **Investment.** Moneys in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from investment of amounts in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account shall be retained in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account, respectively, to be used for the purposes of such fund and accounts as applicable.

(D) **State Reporting.** If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds, the Fiscal Agent shall notify the Treasurer in writing of such failure or withdrawal, and (in addition to any notice required under the Continuing Disclosure Agreement) the Treasurer shall notify CDIAC of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

#### **Section 4.03. Reserve Fund.**

(A) **Establishment of Reserve Fund.** There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Reserve Fund, to the credit of which a deposit shall be made as required by Section 3.02(A), which deposit is equal

to the initial Reserve Requirement, and deposits shall be made as provided in subclause second of clause (ii) of the second paragraph of Section 3.04(A) and Section 3.04(B). Moneys in the Reserve Fund shall be held by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest and any premium on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Bond Fund.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day before any Interest Payment Date, or on any other date at the request of an Authorized Officer, the amount in the Reserve Fund exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the County of the amount of the excess and shall transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 4.02.

(D) Transfer for Rebate Purposes. Amounts in the Reserve Fund shall be withdrawn, at the written request of an Authorized Officer, for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03, as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the County to be used for any lawful purpose under the Act.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after (i) the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and (ii) payment of any fees and expenses due to the Fiscal Agent.

(F) Transfer Upon Special Tax Prepayment. Whenever Special Taxes are prepaid and Bonds are to be redeemed with the proceeds of such prepayment pursuant to Section 2.03(A)(iii) and 4.02(B)(ii), a proportionate amount in the Reserve Fund (determined by the Treasurer on the basis of the principal of Bonds to be redeemed and the then original principal of the Bonds) shall be transferred on the Business Day prior to the redemption date by the Fiscal Agent to the Bond Fund to be applied to the redemption of the Bonds pursuant to Section 2.03(A)(iii).

(G) Investment. Moneys in the Reserve Fund shall be invested in accordance with Section 6.01. One Business Day before each Interest Payment Date, interest earnings and profits resulting from said investment shall be transferred by the Fiscal Agent to the Bond Fund to be used by the Fiscal Agent for the purposes of such fund, but any such transfer shall be made only to the extent that following such transfer the amount on deposit in the Reserve Fund equals the then Reserve Requirement.

## ARTICLE V

### OTHER COVENANTS OF THE COUNTY

**Section 5.01. Punctual Payment.** The County will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms and subject to the provisions of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of the County for the District of this Agreement and all Supplemental Agreements and of the Bonds.

**Section 5.02. Limited Obligation.** The Bonds are limited obligations of the County on behalf of the Improvement Area and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund (including Capitalized Interest Account and the Special Tax Prepayments Account therein), the Reserve Fund and the Special Tax Fund created hereunder.

**Section 5.03. Extension of Time for Payment.** In order to prevent any accumulation of claims for interest after maturity, the County shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the County, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

**Section 5.04. Against Encumbrances.** The County will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

**Section 5.05. Books and Records.** The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Special Tax Revenues. Such books of record and accounts shall at all times during County business hours and following reasonable prior written notice be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

**Section 5.06. Protection of Security and Rights of Owners.** The County will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

**Section 5.07. Compliance with Law.** The County will comply with all applicable provisions of the Act in administering the District and the Improvement Area; provided that the County shall have no obligation to advance any of its own funds for any purpose whatsoever under this Agreement.

**Section 5.08. Private Activity Bond Limitation.** The County shall assure that the proceeds of the 2015 Bonds are not so used as to cause the 2015 Bonds to satisfy the private

business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

**Section 5.09. Federal Guarantee Prohibition.** The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2015 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

**Section 5.10. Collection of Special Tax Revenues.** The County shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or about July 1 of each year, the Fiscal Agent shall provide the Treasurer with a notice stating the amounts then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Treasurer shall in no way affect the obligations of the County under the following three paragraphs. Upon receipt of such notice, the Treasurer shall communicate with the Auditor or other appropriate official of the County to ascertain the relevant parcels in the Improvement Area on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year. In computing the amount of Special Taxes to be levied, the County shall take into account funds available in the Bond Fund and the Special Tax Fund to make the payment of debt service on the Bonds due on the Interest Payment Dates occurring in the next calendar year, along with any transfers of investment earnings pursuant to Sections 4.03(C) or 4.03(G) to the Bond Fund expected to occur on such Interest Payment Date.

The County shall effect the levy of the Special Taxes from time to time during each Fiscal Year in accordance with the Ordinance and the Rate and Method of Apportionment. Specifically, the County shall compute the amount of Special Taxes to be so levied each Fiscal Year before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the Improvement Area for inclusion on the next secured or unsecured, as applicable, real property tax roll. Upon the completion of the computation of the amounts of the levy, the County shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll. The Special Taxes so levied shall be payable and be collected in the same manner and at the same time and in the same installment as the taxes on property levied on the tax roll are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general ad valorem taxes levied on the County tax roll.

In the event that the County determines to levy all or a portion of the Special Taxes by means of direct billing of the property owners within the Improvement Area, and to the extent permitted by the Ordinance, the County shall, not less than forty-five (45) days prior to the first Interest Payment Date for which the levy is being made, send bills to the property owners in the Improvement Area for Special Taxes necessary to meet the financial obligations of the Improvement Area due on the Interest Payment Dates for which the levy is being made, said bills to specify that the amounts so levied shall be due and payable in two equal installments with each installment due not less than thirty (30) days prior to the related Interest Payment Date and each installment shall be delinquent if not paid when due.

In any event, the County shall fix and levy the amount of Special Taxes within the Improvement Area required for the timely payment of principal of and interest on any outstanding Bonds becoming due and payable, including any necessary replenishment or deposit to the Reserve Fund to the amount of the then Reserve Requirement and an amount estimated to be sufficient to pay the Administrative Expenses, and shall take into account any prepayments of Special Taxes theretofore received by the County. The Special Taxes so levied

shall not exceed the maximum amounts as provided in the Rate and Method of Apportionment.

The Treasurer is hereby authorized to employ consultants to assist in computing the levy of the Special Taxes hereunder and any reconciliation of amounts levied to amounts received. The fees and expenses of such consultants and the costs and expenses of the Treasurer (including a charge for County staff time) in conducting its duties hereunder shall be an Administrative Expense.

**Section 5.11. Further Assurances.** The County will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

**Section 5.12. No Arbitrage.** The County shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the 2015 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2015 Bonds would have caused the 2015 Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

**Section 5.13. Maintenance of Tax-Exemption.** The County shall take all actions necessary to assure the exclusion of interest on the 2015 Bonds from the gross income of the owners of the 2015 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2015 Bonds.

**Section 5.14. Covenant to Foreclose.** Pursuant to Section 53356.1 of the Act, the County, on behalf of the Improvement Area, hereby covenants with and for the benefit of the Owners of the Bonds that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Improvement Area are delinquent in the payment of Special Taxes and, if such delinquencies exist, the County, on behalf of the Improvement Area, will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any Special Taxes or installment thereof not paid when due; provided, however, that the County shall not be required to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the Improvement Area for such Fiscal Year is less than 5% of the total Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. If both the preceding clauses (a) and (b) are not satisfied as of August 15 of any Fiscal Year, the County, on behalf of the District, will diligently institute, prosecute and pursue foreclosure proceedings against any property owner in the Improvement Area that is delinquent in excess of \$2,000 (including penalties and interest) in the payment of the Special Tax.

The Treasurer is hereby authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel (including a charge for County staff time) in conducting foreclosure proceedings shall be an Administrative Expense hereunder.

**Section 5.15. No Additional Bonds.** Except as expressly permitted by Section 2.14 hereof, the County shall not issue any additional bonds secured by (A) a pledge of Special Taxes on a parity with or senior to the pledge thereof under Section 4.01 hereof; or (B) any amounts in any funds or accounts established hereunder.

**Section 5.16. Yield of the 2015 Bonds.** In determining the yield of the 2015 Bonds to comply with Section 5.12 and 6.02 hereof, the County will take into account redemption

(including premium, if any) in advance of maturity based on the reasonable expectations of the County, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the 2015 Bonds, without regard to whether or not prepayments are received or 2015 Bonds redeemed.

**Section 5.17. Continuing Disclosure.** The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default on the Bonds or a breach of any other provision of this Agreement; however, at the request of any Participating Underwriter or the owners of at least a majority aggregate principal amount of Outstanding 2015 Bonds, and in either case upon receipt of satisfactory indemnity by the Fiscal Agent (which indemnity shall include payment of its fees and expenses, including attorneys' fees), the Fiscal Agent shall, or in any event the Participating Underwriter or any 2015 Bondholder may, take such actions as may be necessary and appropriate to compel performance by the County of its obligations under the Continuing Disclosure Agreement, including seeking mandate or specific performance by court order.

**Section 5.18. Reduction of Special Taxes.** The County covenants and agrees to not consent or conduct proceedings with respect to a reduction in the maximum Special Taxes that may be levied in the Improvement Area below an amount, for any Fiscal Year, equal to 110% of the aggregate of the debt service due on the Bonds in such Fiscal Year, plus a reasonable estimate of Administrative Expenses for such Fiscal Year. It is hereby acknowledged that Bondowners are purchasing the Bonds in reliance on the foregoing covenant, and that said covenant is necessary to assure the full and timely payment of the Bonds.

**Section 5.19. State Reporting Requirements.** The following requirements shall apply to the 2015 Bonds, in addition to those requirements under Section 5.17:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30, 2015, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the County shall cause the following information to be supplied to CDIAC: (i) the name of the County; (ii) the full name of the Improvement Area; (iii) the name, title, and series of the Bond issue; (iv) any credit rating for the Bonds and the name of the rating agency; (v) the Closing Date of the Bond issue and the original principal amount of the Bond issue; (vi) the amount of the Reserve Requirement; (vii) the principal amount of Bonds outstanding; (viii) the balance in the Reserve Fund; (ix) the balance in the Capitalized Interest Account; (x) the number of parcels in the Improvement Area that are delinquent with respect to Special Tax payments, the amount that each parcel is delinquent, the total amount of Special Taxes due on the delinquent parcels, the length of time that each has been delinquent, when foreclosure was commenced for each delinquent parcel, the total number of foreclosure parcels for each date specified, and the total amount of tax due on the foreclosure parcels for each date specified; (xi) the assessed value of all parcels subject to the Special Tax to repay the Bonds as shown on the most recent equalized roll, the date of assessed value reported, and the source of the information; (xii) the total amount of Special Taxes due, the total amount of unpaid Special Taxes, and whether or not the Special Taxes are paid under the County's Teeter Plan (Chapter 6.6 (commencing with Section 54773) of the California Government Code); (xiii) the reason and the date, if applicable, that the Bonds were retired; and (xiv) contact information for the party providing the foregoing information. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the County of such failure or withdrawal in writing. The County shall notify CDIAC and the Original Purchaser of such failure or withdrawal within 10 days of such failure or withdrawal, and the County shall provide notice under the Continuing Disclosure Agreement of such event as required thereunder.

(C) Special Tax Reporting. The Treasurer shall file, or cause to be filed, a report with the County no later than January 1, 2016, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the Improvement Area, (ii) the amount of Bond proceeds collected and expended with respect to the Improvement Area, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected on the Improvement Area will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.01 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Amendment. The reporting requirements of this Section 5.19 shall be amended from time to time, without action by the County or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, and (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the County's obligations under the Continuing Disclosure Agreement. The County shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement.

(E) No Liability. None of the County and its officers, agents and employees (including but not limited to the Treasurer), or the Fiscal Agent, shall be liable for any inadvertent error in reporting the information required by this Section 5.19.

The Treasurer shall provide, or cause to be provided, copies of any reports prepared pursuant to this Section 5.19 to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the County to produce such information and pay any postage or other delivery cost to provide the same, as determined by the Treasurer. The term "Bondowner" for purposes of this Section 5.19 shall include any beneficial owner of the Bonds.

**Section 5.20. Limits on Special Tax Waivers and Bond Tenders.** The County covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare a Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the owners of the Bonds. The County further covenants not to permit the tender of Bonds in payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the County having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds that will remain Outstanding following such tender.



**Section 5.21. County Bid at Foreclosure Sale.** The County will not bid at a foreclosure sale of property in respect of delinquent Special Taxes unless it expressly agrees to take the property subject to the lien for Special Taxes imposed by the Improvement Area and that the Special Taxes levied on the property are payable while the County owns the property.

## ARTICLE VI

### INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE COUNTY

**Section 6.01. Deposit and Investment of Moneys in Funds.** Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. The Officer's Certificate shall contain a certification to the Fiscal Agent that the investments being directed are Permitted Investments as required hereunder. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (h) of the definition thereof; provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund into which the funds shall be invested and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested.

Moneys in any fund or account created or established by this Agreement and held by the County shall be invested by the County in any lawful investments that the County may make or in any Permitted Investment, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the County to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

The Fiscal Agent or the Treasurer may act as principal or agent in the acquisition or disposition of any investment, and all investments may be made through the Fiscal Agent's investment department or that of its affiliates. The Fiscal Agent or its affiliates may act as sponsor, agent manager or depository with regard to any Permitted Investment. Neither the Fiscal Agent nor the Treasurer shall incur any liability for losses arising from any investments made pursuant to this Section.

Except as otherwise provided in the next sentence, the County shall direct or make investments hereunder such that all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. The County shall direct or make investments hereunder such that investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Code). The Fiscal Agent shall have no duty in connection with the determination of the Fair Market Value of any investment other than to follow: (A) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (B) the investment directions of the County.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of

amounts received or held by the Fiscal Agent or the Treasurer hereunder, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell in a commercially reasonable manner, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The County acknowledges that regulations of the Comptroller of the Currency grant the County the right to receive brokerage confirmations of security transactions to be effected by the Fiscal Agent hereunder as they occur. The County specifically waives the right to receive such notification to the extent permitted by applicable law and agrees that it will instead receive monthly cash transactions statements which include detail for the investment transactions effected by the Fiscal Agent hereunder; provided, however, that the County retains its rights to, upon written request to the Fiscal Agent, receive brokerage confirmation on any investment transaction requested by the County.

**Section 6.02. Rebate of Excess Investment Earnings to the United States.** The County shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2015 Bonds.

The County shall direct the Fiscal Agent to withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D) as necessary to make any required rebate payments, and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the County shall make such payment from any amounts available in the Administrative Expense Fund or from any other lawfully available funds of the District attributable to the Improvement Area. Any fees or expenses incurred by the County under or pursuant to this Section 6.02 shall be Administrative Expenses.

In order to provide for the administration of this Section 6.02, the Treasurer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Treasurer may deem appropriate and in addition, and without limitation of the provisions of Sections 7.01 and 7.02, the Treasurer may rely conclusively upon and be fully protected from all liability in relying upon the opinions, determinations, calculations and advice of such agents, attorneys and consultants employed hereunder.

The Fiscal Agent may rely conclusively upon the County's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the County's calculations hereunder.

**Section 6.03. Liability of the County.** The County shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The County shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The County shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Fiscal Agent herein

or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the County, including the Treasurer, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the County and conforming to the requirements of this Agreement. The County, including the Treasurer, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the County to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The County may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The County may consult with counsel, who may be the County Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The County shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactory established, if disputed.

Whenever in the administration of its duties under this Agreement the County shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the County, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent or other appropriate agent or consultant, and such certificate shall be full warrant to the County for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the County may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 6.04. Engagement of Agents by the County.** In order to perform its duties and obligations hereunder, the County, the Treasurer and County Counsel may employ such persons or entities as it deems necessary or advisable. The County shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

## ARTICLE VII

### THE FISCAL AGENT

**Section 7.01. Appointment of Fiscal Agent.** U.S. Bank National Association, at its corporate trust office in San Francisco, California is hereby appointed Fiscal Agent and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company or association into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company or association resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company or association shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Treasurer written notice of any such succession hereunder.

The County may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank, association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the County and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective only upon acceptance of appointment by the successor Fiscal Agent. Upon such acceptance, the successor Fiscal Agent shall be vested with all rights and powers of its predecessor hereunder without any further act.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent shall have given to the County written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Treasurer for the benefit of the Owners. The County covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for

the benefit of the Owners of the Bonds. In such event, the Treasurer may designate a successor Fiscal Agent qualified to act as Fiscal Agent hereunder.

**Section 7.02. Liability of Fiscal Agent.** The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the County, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, requisition, Officer's Certificate, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent security or indemnity satisfactory to it against the fees, expenses and liabilities (including reasonable attorney's fees) which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, and its liability shall be limited to the proper accounting for such funds as it shall actually receive.

The Fiscal Agent may consult with counsel, who may be counsel of or to the County, with regard to legal questions, and the opinion of such counsel shall be full and complete

authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

In order to perform its duties and obligations hereunder, the Fiscal Agent may employ such persons or entities as it deems necessary or advisable. The Fiscal Agent shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent in its discretion elects to act upon such instructions, the Fiscal Agent's reasonable understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of interception and misuse by third parties.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of god or of the public enemy or terrorists, acts of a government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

**Section 7.03. Information; Books and Accounts.** The Fiscal Agent shall provide to the County such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the County shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund, the Bond Fund, the Special Tax Prepayments Account, the Capitalized Interest Account, the Reserve Fund, the Administrative Expense Fund and the Costs of Issuance Fund. Such books of record and accounts shall upon reasonable prior notice at all times during business hours be subject to the inspection of the County and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

**Section 7.04. Notice to Fiscal Agent.** The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, requisition, Officer's Certificate, consent, order, certificate, report, warrant, Bond or other paper or document

believed by it to be genuine and to have been signed or presented by the proper party or proper parties.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the County, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 7.05. Compensation, Indemnification.** The County shall pay to the Fiscal Agent from time to time, promptly upon written request, reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The County further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder (including legal fees and expenses) which are not due to its negligence or willful misconduct. The obligation of the County under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement, but any monetary obligation of the County arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.



## ARTICLE VIII

### MODIFICATION OR AMENDMENT OF THIS AGREEMENT

**Section 8.01. Amendments Permitted.** This Agreement and the rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the County to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the County of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the County and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the County in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the County;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the County in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the County may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure the exclusion from gross income, for purposes of federal income taxation, of interest on the 2015 Bonds; and

(E) in connection with the issuance of Parity Bonds under and pursuant to Section 2.14.

The Fiscal Agent may in its discretion, but shall not be obligated to, enter into any such Supplemental Agreement authorized by this Section which materially adversely affects the Fiscal Agent's own rights, duties or immunities under this Fiscal Agent Agreement or otherwise with respect to the Bonds or any agreements related thereto. The Fiscal Agent may request and shall be fully protected in relying upon, an opinion of Bond Counsel that any proposed Supplemental Agreement complies with the applicable requirements of this Section 8.01

**Section 8.02. Owners' Meetings.** The County may at any time call a meeting of the Owners. In such event the County is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

**Section 8.03. Procedure for Amendment with Written Consent of Owners.** The County and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. The County or the Fiscal Agent may obtain an opinion of Bond Counsel that such Supplemental Agreement complies with the provisions of this Article VIII, and the County and Fiscal Agent may rely conclusively upon such opinion. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the County shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the County and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

**Section 8.04. Disqualified Bonds.** Bonds owned or held for the account of the County, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon written request, the County shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section 8.04. The Fiscal Agent may conclusively rely upon such request.

**Section 8.05. Effect of Supplemental Agreement.** From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the County and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

**Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments.** The County may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the County, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. The County may determine that new Bonds, so modified as in the opinion of the County is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

**Section 8.07. Amendatory Endorsement of Bonds.** The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.01. Benefits of Agreement Limited to Parties.** Nothing in this Agreement, expressed or implied, is intended to give to any person other than the County, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the County shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

**Section 9.02. Successor is Deemed Included in All References to Predecessor.** Whenever in this Agreement or any Supplemental Agreement either the County or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the County or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 9.03. Discharge of Agreement.** The County shall have the option to pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03 is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the County shall determine as confirmed by Bond Counsel, an Independent Financial Consultant or an independent certified public accountant will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If the County shall have taken any of the actions specified in (A), (B) or (C) above, and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the County, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the County under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent. Notwithstanding the foregoing, the obligations of the County to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05, and otherwise to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes, shall continue in any event.

Upon compliance by the County with the foregoing with respect to all Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the County and any Special Taxes thereafter received by the County shall not be remitted to the Fiscal Agent but shall be retained by the County to be used for any purpose permitted under the Act.

**Section 9.04. Execution of Documents and Proof of Ownership by Owners.** Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or the Fiscal Agent in good faith and in accordance therewith.

**Section 9.05. Waiver of Personal Liability.** No Board of Supervisors member, officer, agent or employee of the County shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

**Section 9.06. Notices to and Demands on County and Fiscal Agent.** Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the County may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the County with the Fiscal Agent) as follows:

Yuba County  
915 8th Street, Suite 103  
Marysville, CA 95901-4187  
Attention: County Treasurer-Tax Collector

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the County to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the County) as follows:

U.S. Bank National Association  
One California Street, Suite 1000  
Mail Code: SF-CA-SFCT  
San Francisco, CA 94111  
Attention: Global Corporate Trust Services

**Section 9.07. Partial Invalidity.** If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The County hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

**Section 9.08. Unclaimed Moneys.** Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the County as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the County for the payment of the principal of, and interest and any premium on, such Bonds. Any right of any Owner to look to the County for such payment shall survive only so long as required under applicable law.

**Section 9.09. Applicable Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

**Section 9.10. Conflict with Act.** In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

**Section 9.11. Conclusive Evidence of Regularity.** Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

**Section 9.12. Payment on Business Day.** In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

**Section 9.13. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of the Closing Date.

COUNTY OF YUBA, CALIFORNIA, for  
and on behalf of the COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT  
NO. 2005-1 (ORCHARD/MONTROSE  
PUBLIC IMPROVEMENTS)

By: \_\_\_\_\_

Its: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Fiscal Agent

By: \_\_\_\_\_  
*Authorized Officer*

25002.09;J12883

**EXHIBIT A**  
**FORM OF 2015 Bond**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA

COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(ORCHARD/MONTROSE PUBLIC IMPROVEMENTS) – IMPROVEMENT AREA A,  
2015 SPECIAL TAX BOND

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, ____	January __, 2015	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The County of Yuba, California (the "County"), for and on behalf of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as defined in the Agreement referenced below) to be collected in the Improvement Area (as hereafter defined) or amounts in the funds and accounts held under the Agreement, to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2015 (each, an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed on each Interest Payment Date to the registered owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the registration books maintained by the Fiscal Agent, or (i) if the Bonds are in book-entry-only form, or (ii) otherwise upon written request filed with the Fiscal Agent prior to any Record Date by a registered owner of at least \$825,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to the depository for the Bonds or to an account in the United States designated by such registered owner in such written request, respectively.

Interest on this Bond shall be payable from the interest payment date next preceding the date of authentication hereof, unless (i) it is authenticated on an interest payment date, in which event it shall bear interest for such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of



authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of \$\_\_\_\_\_ approved by the Board of Supervisors of the County on October 28, 2014 pursuant to the California Government Code (the "Act") for the purpose of \_\_\_\_\_, and is one of the series of Bonds designated "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds" (the "Bonds"). The creation of the Bonds and the terms and conditions thereof are provided for the Fiscal Agent Agreement, dated as of January 1, 2015, between the County, for and on behalf of the Improvement Area, and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Agreement, additional bonds may be issued by the County from time to time secured by a lien on certain funds held under the Agreement on a parity with the lien securing the Bonds. The Agreement is authorized under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

The Bonds are not general obligations of the County, but are limited obligations payable solely from the revenues and funds pledged therefor under the Agreement. Neither the faith and credit nor the taxing power of the County (except to the extent of the Special Tax levy in the Improvement Area, as set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Pursuant to the Act, and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Community Facilities Act of 1982 to be collected within Improvement Area A of the District (the "Improvement Area") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the County, as may be permitted by law. The Bonds do not constitute obligations of the County for which said County is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove.

The County has covenanted for the benefit of the owners of the Bonds that it will commence and pursue to completion appropriate foreclosure actions in the event of delinquencies of any special tax installments levied for payment of principal and interest as more particularly set forth in the Agreement.

The Bonds maturing on or after September 1, \_\_\_\_ are subject to redemption prior to their stated maturity on any interest payment date occurring on or after September 1, \_\_\_\_, as a whole or in part among maturities as provided in the Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on September 1, \_\_\_\_, are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_ and on September 1, \_\_\_\_, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date  
(September 1)

Sinking Payments

The Bonds are also subject to redemption from the proceeds of Special Tax Prepayments and any corresponding transfers from the Reserve Fund pursuant to the Agreement, on any Interest Payment Date, among maturities as specified in the Agreement and by lot within a maturity, at a redemption price (expressed as a percentage at the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any Interest Payment Date to and including March 1, ____	%
September 1, ____ and March 1, ____	
September 1, ____ and March 1, ____	
September 1, ____ and thereafter	

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement. Notices of optional redemption may be conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and if the Fiscal Agent does not receive sufficient funds by the scheduled redemption date the redemption shall not occur and the Bonds for which notice of redemption was given shall remain outstanding for all purposes of the Agreement.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Agreement, Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount and maturity of Bonds of other authorized denominations.

Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the County thereunder may be modified or amended as set forth therein. The Agreement contains provisions permitting the County to make provision for the payment of the interest on, and the principal of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of the Agreement.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, COUNTY OF YUBA, California, has caused this Bond to be dated the Bond Date shown above, to be signed by the facsimile signature of the Chair of the Board of Supervisors of the County and countersigned by the facsimile signature of the Clerk of the Board.

COUNTY OF YUBA, CALIFORNIA

By: \_\_\_\_\_  
Chair, Board of Supervisors

[S E A L]

ATTEST: \_\_\_\_\_  
Clerk of the Board

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement which has been authenticated on \_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION,  
as Fiscal Agent

By: \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, address and Tax identification Number of Assignee)  
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney,  
to transfer the same on the books of the Fiscal Agent with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

Signatures Guaranteed:

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

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## CONTINUING DISCLOSURE AGREEMENT

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THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement"), dated as of January 1, 2015, is by and between GOODWIN CONSULTING GROUP, INC., as dissemination agent (the "Dissemination Agent"), and the COUNTY OF YUBA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County").

### RECITALS:

WHEREAS, the County has issued, for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), its County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds (the "Bonds") in the initial principal amount of \$\_\_\_\_\_; and

WHEREAS, the Bonds have been issued pursuant to a Fiscal Agent Agreement, dated as of January 1, 2015 (the "Fiscal Agent Agreement"), by and between U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and the County, for and on behalf of the District; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the County and the Dissemination Agent for the benefit of the owners and beneficial owners of the Bonds and in order to assist the underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5).

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. In addition to the definitions of capitalized terms set forth in Section 1.03 of the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the Recitals above, the following terms shall have the following meanings when used in this Disclosure Agreement:

*"Annual Report"* means any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

*"Beneficial Owner"* shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding any Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

*"Disclosure Representative"* means the Treasurer, or the Treasurer's designee, or such other officer or employee as the County shall designate as the Disclosure Representative hereunder in writing to the Dissemination Agent from time to time.

*"Dissemination Agent"* means Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

*"EMMA" or "Electronic Municipal Market Access"* means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

*"Listed Events"* means any of the events listed in Section 5(a) or 5(b) of this Disclosure Agreement.

*"MSRB"* means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

*"Official Statement"* means the Official Statement, dated \_\_\_\_\_, 2015, relating to the Bonds.

*"Participating Underwriter"* means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

*"Rule"* means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County and the Dissemination Agent for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

### Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report.* The County shall, or shall cause the Dissemination Agent to, not later than the March 1 occurring after the end of each fiscal year of the County, commencing with the report for the 2013-14 fiscal year, which is due not later than March 1, 2015, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than six months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b) of this Section 3 for providing the Annual Report to EMMA), the County shall provide the Annual Report to the Dissemination Agent (if other than the County). If by such date, the



Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the County.

(d) *Report of Non-Compliance.* If the County is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the County shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the County is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Agreement, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. It is acknowledged that the Closing Date for the Bonds occurred after the end of the 2013-2014 fiscal year of the County. In light of the foregoing, submission of the Official Statement shall satisfy the County's obligation to file an Annual Report for fiscal year 2013-2014.

The Annual Report for each fiscal year commencing with the Annual Report for the 2014-2015 fiscal year, shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the County for the most recently completed fiscal year, prepared in accordance generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* The Annual Report for each fiscal year commencing with fiscal year 2014-2015 shall also include the following information:

(i) The principal amount of Bonds Outstanding as of the September 30 next preceding the date of the Annual Report.

(ii) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the September 30 next preceding the date of the Annual Report.

(iii) The balance in the Improvement Fund as of the September 30 next preceding the date of the Annual Report.

(iv) The total assessed value of all parcels within the Improvement Area on which the Special Taxes are levied, as shown on the assessment roll of the County Assessor last equalized prior to the September 30 next preceding the date of the Annual Report, and a statement of assessed value-to-lien ratios therefor, either by individual parcel or by categories, in a table similar to Table \_\_\_\_ in the Official Statement.

(v) The Special Tax aggregate delinquency rate for all parcels within the Improvement Area on which the Special Taxes are levied, the aggregate number of parcels within the Improvement Area on which the Special Taxes are levied and which

are delinquent in payment of Special Taxes, and the percentage of the most recent annual Special Tax levy that is delinquent as of the September 30 next preceding the date of the Annual Report.

(vi) The status of foreclosure proceedings for any parcels within the Improvement Area on which the Special Taxes are levied and a summary of the results of any foreclosure sales, or other collection efforts with respect to delinquent Special Taxes, as of the September 30 next preceding the date of the Annual Report.

(vii) The identity of any property owner representing more than five percent (5%) of the annual Special Tax levy who is delinquent in payment of such Special Taxes, as shown on the assessment roll of the County Assessor last equalized prior to the September 30 next preceding the date of the Annual Report, the number of parcels so delinquent, and the total dollar amount of all such delinquencies.

(viii) A land ownership summary listing property owners responsible for more than five percent (5%) of the annual Special Tax levy, as shown on the assessment roll of the County Assessor last equalized prior to the December next preceding the date of the Annual Report, in a table similar to Table \_\_\_\_ in the Official Statement.

(ix) The most recent annual information required to be provided to the California Debt and Investment Advisory Commission pursuant to Section 5.19 of the Fiscal Agent Agreement.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County or related public entities, which are available to the public on EMMA. The County shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the County shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

#### Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The County shall, or shall cause the Dissemination (if not the County) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.

- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The County shall, or shall cause the Dissemination Agent (if not the County) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Fiscal Agent Agreement.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Goodwin Consulting Group, Inc.

If the Dissemination Agent is not the County, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Agreement. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the County. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Agreement and has no liability to any person, including any Bond owner, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the County shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the County.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the County for its services provided hereunder as agreed to between the Dissemination Agent and the County from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder, with payment to be made from any lawful funds of the District. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the County, the owners of the Bonds, the Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any written direction from the County or a written opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the County. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent*. In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the County to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the County under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the County that does not impose any greater

duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Agreement may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Agreement is amended or any provision of this Disclosure Agreement is waived, the County shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or future notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the County to comply with any provision of this Disclosure Agreement, any Bond owner, any Beneficial Owner, the Fiscal Agent or the Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Agreement. The sole remedy under this Disclosure Agreement in the event of any failure of the County to comply with this Disclosure Agreement shall be an action to compel performance.

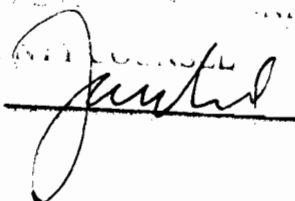
Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and the

owners and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

COUNTY OF YUBA, CALIFORNIA

APPROXIMATE 3 TO FORM  
BY:  By: \_\_\_\_\_  
GOODWIN CONSULTING GROUP, INC., Its: \_\_\_\_\_  
as Dissemination Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Obligor: County of Yuba, California

Name of Bond Issue: \$\_\_\_\_\_ County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds

Date of Issuance: January \_\_, 2015

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Bonds as required by Section 5.17 of the Fiscal Agent Agreement, dated as of January 1, 2015, between the Obligor and U.S. Bank National Association, as fiscal agent. The Obligor anticipates that the Annual Report will be filed by \_\_\_\_\_.

Date: \_\_\_\_\_

By: Goodwin Consulting Group, Inc., as  
Dissemination Agent





*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

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



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

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

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

**HOUSING AND COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

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

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

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

**DATE:** October 28, 2014

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 3203 Feather River Blvd, West Linda, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On August 22, 2014, property owner JNK Inc, along with numerous cultivators were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.

Neither, JNK Inc, nor the cultivators requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. On August 25, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.

The demand for payment sent to JNK Inc remains unpaid, the total due now being \$30,296.02. Please refer to Attachment A for the Cost Accounting.

JNK Inc has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

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HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	MMJ14-0066
	)		
Plaintiff,	)	RE:	3203 Feather River Blvd
	)		West Linda, CA
vs.	)		
	)	APN:	014-310-048
JNK Inc	)		
	)		
	)		FINDINGS OF FACT
	)		CONCLUSIONS OF LAW
Defendant.	)		ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 014-310-048 is located at 3203 Feather River Blvd, West Linda, CA 95961, and is owned by JNK Inc.
2. On August 22, 2014, property owner JNK Inc, along with numerous cultivators were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
3. Neither JNK Inc, nor the cultivators requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code.
4. On August 25, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.
5. The property owners JNK Inc was served with written notice of this hearing.
6. A Hearing was held on October 28, 2014 to assess the costs of abating the public nuisance and to determine if the administrative and abatement costs and penalties should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, JNK Inc was ( ) was not ( ) present.

7. The administrative and abatement costs and penalties incurred total: \$30,296.02.

### CONCLUSIONS OF LAW

1. JNK Inc was properly notified to appear before the Board of Supervisors on October 28, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 3203 Feather River Blvd, West Linda, CA, APN 014-310-048, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 014-310-048 were properly incurred in the amount of \$30,296.02 and the property and its owner bear the costs of same.

### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$30,296.02 shall be an assessment against the property located at 3203 Feather River Blvd, West Linda, CA, APN 014-310-048.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28th day of October 2014, by the following vote:

AYES:

NOES:

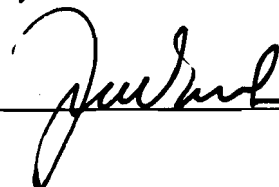
ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 28, 2014

Case #: MMJ14-0066

APN: 014-310-048

Owner: JNK Inc

Situs: 3203 Feather River Blvd, West Linda CA 95961

Date	Reason for Charge	Hours	Total
8/18/2014	Received Complaint, Opened Case	0.50	\$ 73.50
8/22/2014	Billing Statement	0.00	0.00
8/25/2014	Inspection	0.00	0.00
8/29/2014	Prepared Demand for Payment & Cover Letter	0.50	73.50
	<b>Total Staff Hours Billed</b>	<b>1.00</b>	<b>\$ 147.00</b>
8/22/2014	Notice and Order to Abate		1,470.00
8/22/2014	Administrative Penalties; \$26,500 Per Day; 1 Day		26,500.00
8/29/2014	CDSA Support Fee (6%)		97.02
9/8/2014	Notice of NonCompliance		147.00
10/28/2014	Cost Accounting Hearing, Before Board of Supervisors		1,470.00
10/28/2014	Release of Abatement Lien		147.00
10/28/2014	CDSA Processing Fee		73.50
10/28/2014	Notice of Compliance		147.00
10/28/2014	CDSA Processing Fee		73.50
10/28/2014	Recordation Fee, Two Document		24.00
		<b>Total</b>	<b>\$30,296.02</b>





# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

JNK Inc  
1894 Michelle Drive  
Yuba City CA 95993

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on October 28, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 3203 Feather River Blvd, West Linda Ca, APN 014-310-048, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: October 10, 2014

Certified Mail # 7013 1090 0000 2901 2711

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: \_\_\_\_\_

John Jacenich

Attachment B



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Rashmir S Rai  
1837 Michelle Drive  
Yuba City, CA 95993

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on October 28, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 3203 Feather River Blvd, West Linda, CA, APN 014-310-048, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: October 10, 2014

Certified Mail # 7013-1090-0000-2901-2698

CC: JNK Inc., 1894 Michelle Drive, Yuba City, CA 95993

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: \_\_\_\_\_

John Jacenich

Attachment B

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



497-14

**BUILDING**  
749-5440 • Fax 7

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

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**HOUSING AND COMMUNITY SERVICES**  
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**PLANNING**  
749-5470 • Fax 749-5434

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

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

**DATE:** October 28, 2014

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer JS,

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 5167 Western Avenue, Olivehurst, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On August 8, 2014, property owner Jagjit Singh Chima, along with the cultivator, Joseph Potts, were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.

Neither Jagjit Singh Chima nor Joseph Potts requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct or remove the violations as ordered. On August 11, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected. The demand for payment sent to Jagjit Singh Chima and Joseph Potts remains unpaid, the total due now being \$7,509.05. Please refer to Attachment A for the Cost Accounting.

Jagjit Singh Chima has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	MMJ14-0013
	)		
Plaintiff,	)	RE:	5167 Western Avenue
	)		Olivehurst, CA
vs.	)		
	)	APN:	013-451-031
Jagjit Singh Chima	)		
	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 013-451-031 is located at 5167 Western Avenue, Olivehurst, CA 95961, and is owned by Jagjit Singh Chima.
2. On August 8, 2014, property owner Jagjit Singh Chima, along with the cultivator, Joseph Potts, were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
3. Neither Jagjit Singh Chima nor Joseph Potts requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they abate the violations as ordered.
4. On August 11, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.
5. The property owner Jagjit Singh Chima was served with written notice of this hearing.
6. A Hearing was held on October 28, 2014 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.

- (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of

Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Officer.

(b) The owner, Jagjit Singh Chima was ( ) was not ( ) present.

7. The administrative and abatement costs and penalties incurred totaled: \$7,509.05.

### CONCLUSIONS OF LAW

1. Jagjit Singh Chima was properly notified to appear before the Board of Supervisors on October 28, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 5167 Western Avenue, Olivehurst, CA, APN 013-451-031, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 013-451-031 were properly incurred in the amount of \$7,509.05 and the property and its owner bear the costs of same.

### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$7,509.05 shall be an assessment against the property located at 5167 Western Avenue, Olivehurst, CA, APN 013-451-031.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28<sup>th</sup> day of October 2014, by the following vote:

AYES:

NOES:

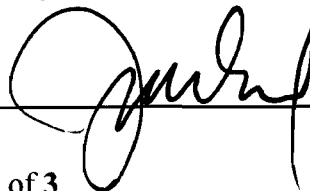
ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



# YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 28, 2014

Case #: MMJ14-0013

APN: 013-451-031

Owner: Chima, Jagjit Singh

Situs: 5167 Western Avenue, Olivehurst, CA 95961

Date	Reason for Charge	Hours	Total
8/11/2014	Final Inspection	0.5	73.50
8/26/2014	Prepare Demand for Payment & Cover Letter	0.5	73.50
	<b>Total Staff Hours Billed at \$147.00 per Hour</b>	<b>1.00</b>	<b>147.00</b>
8/8/2014	Unpaid Billing Statement #606		2,103.57
8/8/2014	Administrative Penalties @ \$3,200.00 Per Day, 1 Day		3,200.00
10/3/2014	Notice of Non-Compliance		0.00
10/28/2014	Cost Accounting Hearing, Before Board of Supervisors		1470.00
10/28/2014	Release of Abatement Lien		147.00
10/28/2014	Notice of Compliance		147.00
10/28/2014	CDSA Processing Fee, Two Documents		147.00
10/28/2014	Recordation Fee, Two Documents		24.00
10/28/2014	CDSA Support Fee (6%)		123.48
		<b>Total</b>	<b>\$7,509.05</b>

Attachment A



# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Jagjit Singh Chima  
494 Barry Rd  
Yuba City, CA 95991

### NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on October 28, 2014, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 5167 Western Avenue, Olivehurst, CA 95961, APN 013-451-031, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

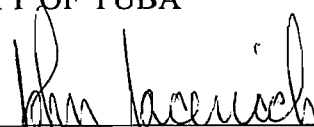
Dated: October 10, 2014

Certified Mail # 7013-1090-0000-2901-2650

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY:

  
John Jacenich

Attachment B



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



498-14

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

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

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

**HOUSING AND COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

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

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

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

**DATE:** October 28, 2014

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer *J.S.*

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 5390 Feather River Blvd, West Linda, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On August 22, 2014, property owner Charles Robert Newton, along with the cultivator, Payao Hill were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.

Neither, Charles Robert Newton, nor Payao Hill requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. On August 25, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.

The demand for payment sent to Charles Robert Newton & Payao Hill remains unpaid, the total due now being \$11,749.02. Please refer to Attachment A for the Cost Accounting.

Charles Robert Newton has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	MMJ14-0065
	)		
Plaintiff,	)	RE:	5390 Feather River Blvd
	)		West Linda, CA
vs.	)		
	)	APN:	020-351-002
Charles Robert Newton	)		
	)		
	)		
Defendant.	)		

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 020-351-002 is located at 5390 Feather River Blvd, West Linda, CA 95961, and is owned by Charles Robert Newton.
2. On August 22, 2014, property owners Charles Robert Newton along with the cultivator Payao Hill were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of marijuana cultivation in violation of the provisions set forth in Chapter 7.40 of the Yuba County Ordinance Code.
3. Neither Charles Robert Newton, nor Payao Hill requested a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code.
4. On August 25, 2014, an inspection completed by Code Enforcement Officer John Jacenich confirmed that the violations had been corrected.
5. The property owner Charles Robert Newton was served with written notice of this hearing.
6. A Hearing was held on October 28, 2014 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner Charles Robert Newton was ( ) was not ( ) present.

7. The administrative and abatement costs and penalties incurred total: \$11,749.02.

### CONCLUSIONS OF LAW

1. Charles Robert Newton was properly notified to appear before the Board of Supervisors on October 28, 2014 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 5390 Feather River Blvd, West Linda, CA, APN 020-351-002, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 020-351-002 were properly incurred in the amount of \$11,749.02 and the property and its owner bear the costs of same.

### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$11,749.02 shall be an assessment against the property located at 5390 Feather River Blvd, West Linda, CA, APN 020-351-002.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. Payment pursuant to these orders shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
4. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

5. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
6. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28th day of October 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 28, 2014

Case #: MMJ14-0066

APN: 020-351-002

Owner: Charles Robert Newton

Situs: 5390 Feather River Blvd, West Linda CA 95961

Date	Reason for Charge	Hours	Total
8/18/2014	Received Complaint, Opened Case	0.50	\$ 73.50
8/22/2014	Billing Statement	0.00	0.00
8/25/2014	Inspection	0.00	0.00
8/28/2014	Prepared Demand for Payment & Cover Letter	0.50	73.50
	<b>Total Staff Hours Billed</b>	<b>1.00</b>	<b>\$ 147.00</b>
8/18/2014	Notice and Order to Abate		1,470.00
8/22/2014	Administrative Penalties; \$8,100 Per Day; 1 Day		8,100.00
8/28/2014	CDSA Support Fee (6%)		97.02
10/3/2014	Notice of NonCompliance		0.00
10/28/2014	Cost Accounting Hearing, Before Board of Supervisors		1,470.00
10/28/2014	Release of Abatement Lien		147.00
10/28/2014	CDSA Processing Fee		73.50
10/28/2014	Notice of Compliance		147.00
10/28/2014	CDSA Processing Fee		73.50
10/28/2014	Recordation Fee, Two Document		24.00
		<b>Total</b>	<b>\$11,749.02</b>



# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5434



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Charles Robert Newton  
5390 Feather River Blvd  
Olivehurst CA 95961

### NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

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If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: October 10, 2014

Certified Mail # 7013 1090 0000 2901 2704

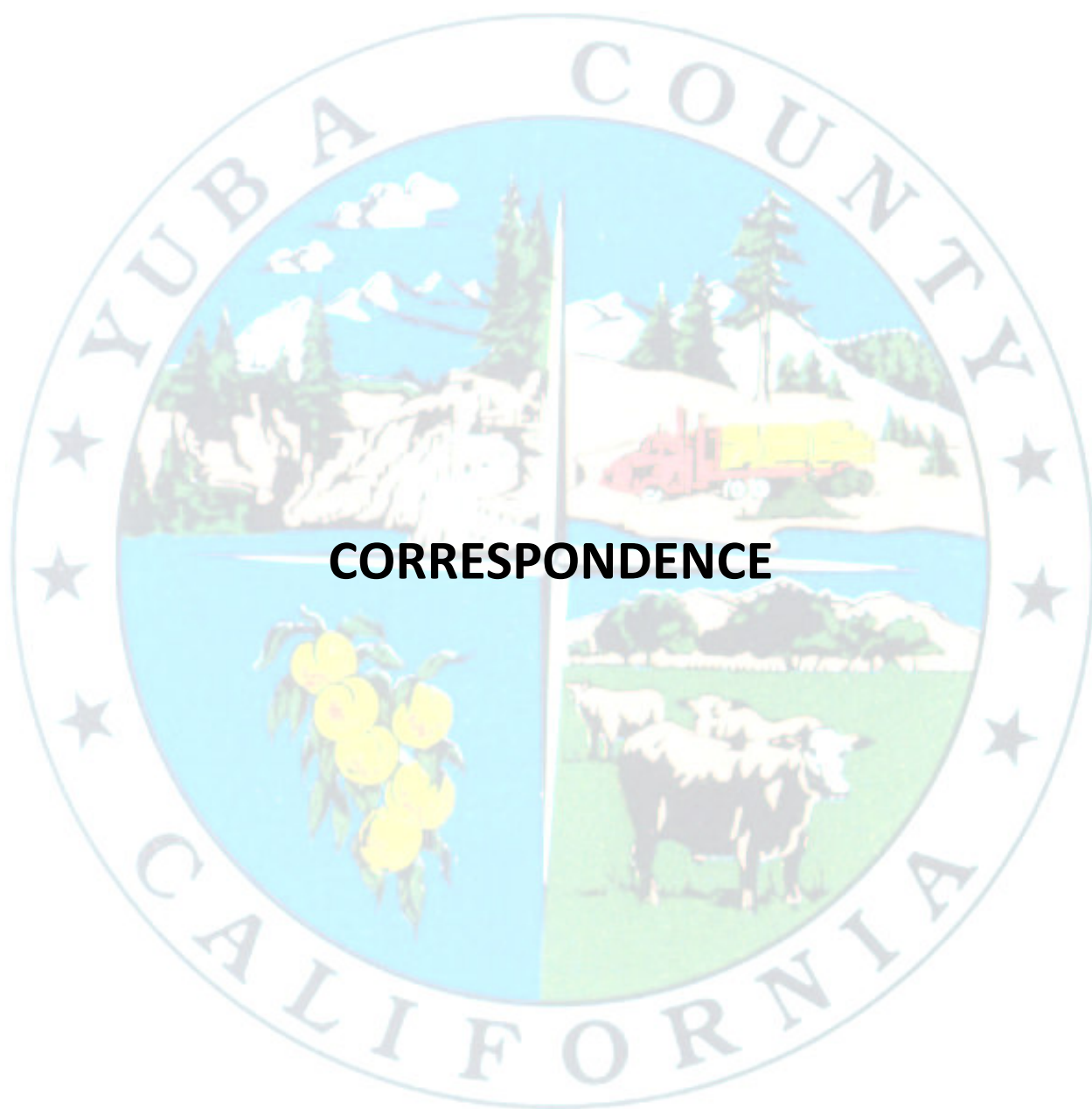
Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: \_\_\_\_\_

John Jachenich

Attachment B





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RECEIVED BY EACH  
BOARD MEMBER

A

Frank Allen  
Past Yuba County Fish and Game Commission Chairman  
Antelope, CA 95843  
916 728-1147

RECEIVED

OCT 15 2014

Clerk/Board of Supervisors

October 6, 2014

Yuba County Board of Supervisors  
915 8<sup>th</sup> Street  
Marysville, CA 95901

Subject: Attendance at one Yuba County Fish and Game Commission meeting by a prospective commissioner prior to appointment by the Board of Supervisors

Dear County Supervisors:

I was the chairman/member of the commission from 1999 to 2010. During that time there was a problem with newly appointed members showing up for their first commission meeting and then never showing up again. It would take many months for the Board of Supervisors to remove the non-attending member. It was deemed advisable by the commission that prospective members should attend one meeting prior to being appointed so that they could experience a commission meeting.

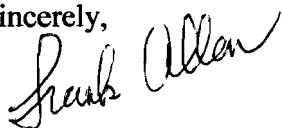
I explained the situation the County Counsel Dan Montgomery in 2005. He advised me that the following wording in Section 92-030, paragraph 3 would accomplish the goal. It was never the intent of paragraph 3 that the current commissioners would vote on the suitability of new commissioners. New commissioners are appointed only by the Board of Supervisors.

Section 92-030, paragraph 3:

***The clerk of the Board of Supervisors shall advertise for one Youth member (1) between the ages of fifteen and eighteen and eight (8) taken at large from anywhere in Yuba County. The Clerk of the Board of Supervisors will forward applications to the Fish and Game Commission for their review. All new members, regardless of how they are nominated, should attend Fish and Game Commission meeting before appointment is ratified. Application will then be sent to the Yuba County Board of Supervisors for ratification.***

I am sending this letter to clarify the history of this bylaw paragraph and why it is worded the way it is.

Sincerely,



Frank Allen

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

STATE OF CALIFORNIA  
 Edmund G. Brown Jr., Governor

## Fish and Game Commission



**Sonke Mastrup**, Executive Director  
 1416 Ninth Street, Room 1320  
 Sacramento, CA 95814  
 (916) 653-4899  
 (916) 653-5040 Fax  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

**RECEIVED**

**OCT 20 2014**

**Clerk/Board of Supervisors**

**Continuation of California Notice Register 2014, No.34-Z, Z2014-0812-07  
 and Meetings of August 6, 2014 and October 8, 2014  
 Re: Sport Fishing Regulations for 2015**

October 14, 2014

This is to provide you with a continuation notice of proposed regulatory action relative to amending sections 1.45, 2.09, 4.05, 5.00, 5.80, 7.50, 8.00 and 27.90, Title 14, California Code of Regulations, relating to the proposed 2015 Sport Fishing regulations, which was published in the California Regulatory Notice Register on August 22, 2014, Register 2014, No. 34-Z; OAL Notice File No. Z2014-0812-07.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments have not changed from the original notice.

Additional information and all associated documents may be found on the Fish and Game Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov).

**Karen Mitchell, Senior Environmental Scientist, Fisheries Branch, phone (916) 445-0826, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

  
 Jon D. Snellstrom

Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission**  
**Continuation Notice of Proposed Changes in Regulations**

(Continuation of California Notice Register 2014, No.34-Z, Z2014-0812-07  
and Meetings of August 6, 2014 and October 8, 2014)

**(NOTE: The Commission is exercising its powers under Section 202 of the Fish and Game Code as the following changes to the proposed regulations may not be available to the public for the full public comment period prior to adoption. "The commission shall exercise its powers under this article by regulations made and promulgated pursuant to this article. Regulations adopted pursuant to this article shall not be subject to the time periods for the adoption, amendment, or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8, and 11347.1 of the Government Code." See the text of this notice.)**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 215, 220, 240, 315 and 316.5, Fish and Game Code; and to implement, interpret or make specific sections 200, 202, 205, 215, 220, 316.5 and 5505 of said Code, proposes to amend sections 1.45, 2.09, 4.05, 5.00, 5.80, subsections 7.50(b)(8), (b)(23), (b)(29), (b)(35.5), (b)(45), (b)(50.8), (b)(63), (b)(82), (b)(97), (b)(99), (b)(104), (b)(107), **(b)(130), (b)(133), (b)(135), (b)(136), (b)(141), (b)(168), (b)(169), (b)(173), (b)(178), (b)(180), (b)(181), (b)(183), (b)(193), (b)(195.1), (b)(201), and (b)(203.5),** subsections **8.00(a) and 8.00(b),** and Section 27.90, Title 14, California Code of Regulations, regarding Sport Fishing Regulations.

Pursuant to the provisions of sections 202 and 205 of the Fish and Game Code, the Commission will establish, extend, shorten, or abolish open seasons and closed seasons; establish, change, or abolish bag limits, possession limits, and size limits; establish and change areas or territorial limits for their taking; and prescribe the manner and the means of taking.

At the Commission's meeting on October 8, 2014, the Department of Fish and Wildlife (Department) made the following additional recommendations for changes relative to sport fishing regulations for the 2015 seasons: amend subsections 7.50(b)(130), 7.50(b)(133), and 8.00(a) and (b).

**Proposed changes to sections as set forth in Notice Register 2014, No. 34-Z, Z2014-0812-07, remain the same, except for the sections identified in bold in the paragraph above, and in the following Updated Informative Digest/Policy Statement Overview.**

**Updated Informative Digest/Policy Statement Overview**

**Central Coast Low Flow Closures**

**Low-flow closures for sport angling on 5 streams in Marin and Sonoma County and 12 streams on the Mendocino coast are triggered when streamflow of the Russian River at the Guerneville gauge is less than 500 cfs. The 5 streams in Marin and Sonoma County are: Gualala River, Russian Gulch Creek, Salmon Creek, Walker Creek, and Sonoma Creek. The 12 streams in Mendocino County are: Usal Creek, Cottaneva Creek, Ten Mile River, Noyo River, Big River, Albion River, Navarro River, Greenwood Creek, Elk Creek, Alder Creek, Brush Creek, and Garcia River. All of these streams are relatively small and unregulated compared to the Russian River. As a result, the 17 streams are often open to fishing when flows are low and fish are excessively vulnerable.**

**The gauge on the lower Gualala River is a better indicator for the 5 streams in Marin and Sonoma counties and the Navarro River is a better indicator of streamflow conditions in the 12 Mendocino streams than the Russian River gauge. This proposal would change the low-flow closure reference for 4 of the 5 streams in Marin and Sonoma counties to the lower Gualala River gauge. This regulatory proposal will also change the low-flow closure reference for the 12 streams in Mendocino County to the Navarro gauge. The proposed minimum flow requirement at the Gualala River gauge and at the Navarro River gauge is 150 cfs and 200 cfs, respectively.**

**The proposed regulation change will also establish a low-flow closure for the Russian River in Sonoma County. Presently, although the Russian River flow at the Guerneville gauge is used to regulate the low-flow closures on the coastal streams in Marin, Sonoma, and Mendocino County, as well as for Sonoma Creek, in Sonoma County, a low flow closure regulation for the Russian**

River has not been promulgated. Without a low-flow regulation, the Russian River is open to fishing during times when minimal flows are being released and fish are excessively vulnerable. The proposed minimum flow requirement for the Russian River is 300 cfs at the gauging station located on the main stem Russian River near Guerneville in Sonoma County.

The proposal will not include any changes to open seasons, gear, or limits.

#### Sonoma Creek

The current sport fishing regulations provide for fishing on a section Sonoma Creek from the last Saturday in April through November 15. The intent of this open season for fishing is to allow for resident trout fishing in Sugarloaf Ridge State Park. The current open area to fishing within the park includes an anadromous portion of Sonoma Creek. While spawning adult steelhead typically migrate back to sea before the open season there are conditions when adult steelhead may still be in the area and subject to angling pressure and capture. Department environmental scientists and NOAA Fisheries fishery biologists have expressed concern over fishing on adult steelhead and juveniles (listed as federally threatened) in this anadromous section of Sonoma Creek. The Department proposes to remediate this situation by restricting the fishing area to the non-anadromous portion of Sonoma Creek which is upstream of the natural barrier to anadromy, a 25-ft waterfall located within Sugar Loaf State Park.

The proposal will add approximately 0.5 mile of stream to the closed portion of Sonoma Creek but will not otherwise include any changes to fishing season, gear, or limits for the open portion of Sonoma Creek.

#### Low-Flow Restriction Time Period

Section 8.00 provides fishing restrictions (closures) for specified rivers and streams during low flow conditions to protect Chinook salmon and wild steelhead populations. Initially, the Department had proposed to extend the low-flow fishing restrictions ending date for the North Coast area (above San Francisco Bay) until April 30. However, recent data analysis shows minimal Chinook salmon presence in North Coast streams during the proposed extension period. The current 8.00(a) regulation covers the period of the year adult Chinook salmon are present, and an extension of the low-flow season will not benefit adult Chinook salmon. In addition, the level of benefit to spawning steelhead achieved by a low-flow closure extension would be minimal given zero harvest regulations already in place and the relatively few additional days that would be closed to angling. Therefore, the Department is removing its proposal to extend the low-flow closure ending date to April 30.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be at the Airtel Plaza Hotel, 7277 Valjean Avenue, Van Nuys, California, on Wednesday, December 3, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted at the address given below, or by fax at (916) 653-5040, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on November 26, 2014. All comments must be received no later than December 3, 2014 at the hearing in Van Nuys. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Karen Mitchell, Senior Environmental Scientist, Fisheries Branch, Department of Fish and Wildlife, [karen.mitchell@wildlife.ca.gov](mailto:karen.mitchell@wildlife.ca.gov), (916) 445-0826, has been designated to respond to questions on the substance of the proposed regulations** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

**Availability of Modified Text**

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

## Regulatory Language

### KEY:

Text originally proposed to be added is shown in underline format.

Text originally proposed to be repealed is shown in ~~strikeout format~~.

Text newly proposed to be added is shown in double-underline format.

Text newly proposed to be repealed is shown in ~~double-strikeout format~~.

Text originally proposed to be added and now proposed to be repealed is shown in ~~single-underline double-strikeout format~~.

### Section 1.45, Title 14, CCR, is amended as follows:

#### **§1.45. Filleting of Salmonids in Inland Waters.**

Except as otherwise required, all salmon and steelhead taken in inland anadromous waters where a sport fishing license is required, must be kept in such a condition that species and size can be determined until placed at the ~~anglers~~ angler's permanent residence, a commercial preservation facility or being prepared for immediate consumption. Also when required, the presence or absence of a healed adipose fin scar must be able to be determined until placed at the anglers permanent residence, a commercial preservation facility, or being prepared for immediate consumption.

##### (a) Exceptions:

(1) Chinook salmon taken from July 1 through December 31 in the following areas:

(A) The main stem of the American and Feather rivers.

(B) The main stem of the Sacramento River between the Deschutes Road Bridge and Tower Bridge.

##### (b) Definitions

(1) Personal residence means is defined as one's principal or ordinary home or dwelling place, as distinguished from one's temporary or transient place of residence or dwelling such as a cabin, tent, trailer house, recreational vehicle, or any hotel, motel or rooming house used during a fishing, pleasure or business trip.

(2) Commercial preservation facility is defined as any person who at their residence or place of business and for hire or compensation cleans or processes fish for another person, or any taxidermist, cold-storage facility or locker plant which for hire or other compensation processes or stores fish.

(A) Licensed fishing guides are considered a person at their place of business processing fish pursuant to this section and are required to maintain a guide trip log with client and catch information pursuant to subsection 745(e) of these regulations.

Note: Authority cited: Sections 200, 202, 205, ~~210, 219~~ and 220, Fish and Game Code. Reference: Sections 200, 202, ~~203-1, 205, 210, 215~~ and 220, Fish and Game Code.

### Section 2.09, Title 14, CCR, is amended as follows:

#### **§ 2.09. Possession of Illegal Gear.**

Except as otherwise provided, no person shall use or possess, except in his or her home, any landing gear, any nets, except standard landing-type dip nets not exceeding 36 inches in greatest dimension, diameter across the net opening and 60 inches in net length/depth, excluding handle, gaffs or spears within 100 yards of any canal, river, stream, lake or reservoir. Non-electronic underwater viewing devices may not be used for taking fish except under the provisions of Section 2.30.

Note: Authority cited: Sections 200, 202, 205 and 220, Fish and Game Code. Reference: Sections 200, 202, 205, ~~206~~ and 220, Fish and Game Code.

### Section 4.05, Title 14, CCR, is amended as follows:

#### **§ 4.05. Bait Fish Capture Methods.**

(a) Approved bait fish may be taken only by hand, with a dip net not exceeding 36 inches in greatest dimension, excluding handle, or with traps not over three feet in greatest dimension. Such bait fish may not be purchased, bartered, sold, transferred or traded; or transported alive from the location where taken. Any other species taken shall be returned to the water immediately. Traps need not be closely attended. Dip net use: A dip net must be hand held, and the motion of a dip net shall be caused only by the physical effort of the operator. A dip net may not be moved through the water by any mechanical force or motorized device.

(b) Within the area bounded by Highway 111 on the north and east and Highway 86 on the west and south, approved bait fish may be taken only with dip nets with diagonal mesh size one inch and greater,

or by traps in water greater than four feet in depth. Traps may not exceed three feet in greatest dimension. Approved bait fish may not be taken by hand within this area.

Note: Authority cited: Sections 200, 202, ~~205 and 210~~ and 205, Fish and Game Code. Reference: Sections 200, 202, ~~206~~ and 5505, Fish and Game Code.

**Section 5.00, Title 14, CCR, is amended as follows:**

**§5.00. Black Bass.**

It is unlawful to take or possess black bass except as provided below:

(Note: Some waters are closed to all fishing under Section 7.50.)

(a) General Statewide Restrictions:

(1) Lakes/Reservoirs and the Sacramento-San Joaquin Delta: The following waters, except for those listed in subsection (b) Special Regulations (below), are open to fishing all year, with a 12-inch minimum size limit and a five-fish daily bag limit: All lakes and reservoirs in the State, and the Sacramento-San Joaquin River Delta, (see Section 1.71 for definition of the Delta).

(2) Rivers/Streams and Private Ponds: Rivers, streams, canals, and lakes or ponds entirely on private lands, which are not listed in subsection (b) Special Regulations (below), are open all year with no size limit and a five-fish daily bag limit.

(b) Special Regulations: Counties and individual waters listed below are those having regulations different from the General Statewide Restrictions in subsection (a).

Area or Body of Water	Open Season	Size (total length)	Bag Limit
<b>DISTRICTS AND COUNTIES WITH SPECIAL REGULATIONS</b>			
(1) Colorado River District: All waters (Bag and size limits conform with Arizona regulations.)	All year.	13-inch minimum.	6
(2) Inyo County: all streams east of Highway 395 from the southern Inyo County line north to the junction of Highway 6 and east of Highway 6 to the Mono County line.	All year.	12-inch minimum.	5
The remaining streams of Inyo County, except those waters listed in sections 7.50(b)(82) and 7.50(b)(134).	Last Saturday in April through Nov. 15.	12-inch minimum.	5
All Lakes, Big Pine Canal, Fish Spring Canal, and Millpond.	All year.	12-inch minimum.	5
(3) Lassen County: all waters.	All year.	No size limit.	5
(4) Modoc County: all waters except Dorris and Big Sage Reservoirs (see subsection (a)(1).	All year.	No size limit.	10
(5) Mono County: all waters except for Fish Slough (see subsection (b)(16)) and those waters listed as closed to all fishing in Section 7.50.	Last Saturday in April through Nov. 15.	No size limit.	5
(6) Plumas County: all waters.	All year.	No size limit.	5
(7) Shasta County: all lakes except Britton, Shasta and Whiskeytown lakes (see subsection (a)(1) and Big	All year.	No size limit.	5

Lake (see subsection (b)(9)).

# INDIVIDUAL BODIES OF WATER WITH SPECIAL REGULATIONS

(8) Barrett Lake (San Diego County). (Also see Section 2.08)	All year.	No black bass shall be possessed.	0
(9) Big Lake (Shasta County) (Also see Section 7.00(b)(4))	Last Saturday in April through Nov. 15.	12-inch minimum	5
	Nov. 16 through last Friday in April.	No black bass shall be possessed.	0
(10) Casitas Lake (Ventura County).	All year.	12-inch minimum. No more than one over 22 inches.	5
(11) Castaic Lake (Los Angeles County).	All year.	<del>48</del> 15-inch minimum.	<del>25</del>
(12) Cuyamaca Lake (San Diego County).	All year.	No size limit. No smallmouth bass shall be possessed.	5
(13) Diamond Valley Lake, (Riverside County)	All year.	Largemouth bass 15-inch minimum No smallmouth bass shall be possessed	5 0
(14) Eastman Lake (Madera and Mariposa Cos.) (Note: See Section 7.50(b)(62) for special area closures).	All year.	22-inch minimum.	1
(15) El Capitan Reservoir (San Diego County).	All year.	<del>45</del> 12-inch minimum.	5
(16) Fish Slough (Mono County), except the fenced portions of Fish Slough within Owens Valley Native Fishes Sanctuaries and BLM Spring, which are closed to all fishing all year.	All year.	No size limit.	5
(17) Hensley Lake (Madera County).	All year.	15-inch minimum.	2
(18) Hodges Lake (San Diego County).	All year.	15-inch minimum.	5
(19) Isabella Lake (Kern County).	All year.	15-inch minimum.	2
(20) Kaweah Reservoir (Tulare County).	All year.	15-inch minimum.	2
(21) Lett's Lake (Colusa County).	All year.	No size limit.	5
(22) Perris Lake (Riverside County)	All year.	15-inch minimum.	2
(23) Plaskett Meadows lakes, upper and lower (Glenn County).	All year.	No size limit.	5
(24) Shaver Lake (Fresno County).	All year.	No size limit.	5
(25) Silverwood Lake (San Bernardino County).	All year.	15-inch minimum.	2



(26) Skinner Lake (Riverside County).	All year.	15-inch minimum.	2
(27) Success Reservoir (Tulare County).	All year.	15-inch minimum.	2
(28) Trinity Lake (Trinity County).	March 1 through May 31	12-inch minimum.	2
	June 1 through last day in Feb.	12-inch minimum.	5
(29) Trout Lake (Siskiyou County).	Only weekends and Wednesdays from the last Saturday in April through Sept. 30.	22-inch minimum. Only artificial lures may be used.	1
(30) Upper Otay Lake (San Diego County). (Also see Section 2.08).	All year.	No black bass shall be possessed.	0

**NOTE:**

Authority cited: Sections 200, 202, 205, 215 and 220, Fish and Game Code. Reference: Sections 200, ~~205 and 206~~ and 205, Fish and Game Code.

**Section 5.80, Title 14, CCR, is amended as follows:**

**§ 5.80. White Sturgeon.**

- (a) Open season: All year, except for closures listed under special regulations.
  - (b) Daily and annual bag limit: One fish per day. Three fish per year statewide.
  - (c) Size limit: No fish less than 40 inches fork length or greater than 60 inches fork length may be taken or possessed.
  - (d) Methods of take: Only one single point, single shank, barbless hook may be used on a line when taking sturgeon. The sturgeon must voluntarily take the bait or lure in its mouth. No sturgeon may be taken by trolling, snagging or by the use of firearms. Sturgeon may not be gaffed, nor shall any person use any type of firearm or snare to ~~assist in landing or killing~~ take any sturgeon. For the purposes of this section, a snare is a flexible loop made from any material that can be tightened like a noose around any part of the fish.
  - (e) Removal from water. Any sturgeon greater than 68 inches fork length may not be removed from the water and shall be released immediately.
  - (f) Report card required: Any person fishing for or taking sturgeon shall have in their possession a nontransferable Sturgeon Fishing Report Card issued by the department and shall adhere to all reporting and tagging requirements for sturgeon defined in Sections 1.74 and 5.79, Title 14, CCR.
  - (g) Special North Coast District Sturgeon Closure (Humboldt, Del Norte, Trinity and Siskiyou cos.). It is unlawful to take any sturgeon in the North Coast District at any time.
  - (h) For regulations on take and possession of sturgeon in ocean waters as defined in Section 27.00, see Sections 27.90, 27.91, and 27.95.
  - (i) Special Sierra and Valley District Sturgeon Closure from January 1 to December 31 (Shasta, Tehama, Butte and Glenn cos.).
  - (1) Sacramento River from Keswick Dam to the Highway 162 Bridge.
  - (A) It is unlawful to take any sturgeon.
  - (B) It is unlawful to use wire leaders.
  - (C) It is unlawful to use lamprey or any type of shrimp as bait.
- Note: Authority cited: Sections 200, 202, 205 and 220, Fish and Game Code. Reference: Sections 200, 205 and 206, Fish and Game Code.

Various subsections of Section 7.50(b), Title 14, CCR, are amended as follows:

Subsection (b)(8) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
8) Aptos Creek (Santa Cruz Co.) from mouth to bridge on Aptos Creek Road. Also see <u>Low-Flow Restrictions</u> , Section 8.00(c)(4).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

Subsection (b)(23) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
(23) Big Sur River (Monterey Co.). <del>Also see Section 8.00(c).</del>		
(A) Big Sur River and tributaries above the upstream end of the gorge pool at the boundary of Pfeiffer Big Sur State Park with the Ventana Wilderness Area.	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	0 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(B) Big Sur River within Pfeiffer Big Sur State Park, east of the Highway 1 bridge, to its boundary with the Ventana Wilderness Area.	Closed to fishing all year.	

Subsection (b)(29) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
(29) Butano Creek (San Mateo Co.).		

(A) Above Butano Falls.	Last Saturday in Apr.	5 trout through Nov. 15.
(B) From mouth to <del>country</del> county bridge on Pescadero-Bean Hollow Road. Also see Low-Flow Restrictions, Section 8.00(c)(2).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

Subsection (b)(35.5) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
(35.5) Calleguas Creek and tributaries (Ventura Co.).	<u>All-year-Saturday preceding Memorial Day through November 30. Only artificial lures with barbless hooks may be used.</u>	5 <u>Open to fishing for non-salmonids only. Closed to the take of trout and steelhead</u>

Subsection (b)(45) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
(45) Corralitos Creek (Santa Cruz Co.) from mouth to Browns Valley Road. Also see Low-Flow Restrictions, Section 8.00(a)(c)(5).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

Subsection (b)(50.8) of Section 7.50, Title 14, CCR, is amended as follows:

<i><b>Body of Water</b></i>	<i><b>Open Season and Special Regulations</b></i>	<i><b>Daily Bag and Possession Limit</b></i>
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(50.8) Coyote Creek (Santa Clara Co.) Also see <u>Low-Flow Restrictions, Section 8.00(c)(1).</u>	Last Saturday in April through November 15. Only artificial lures and barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
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Subsection (b)(63) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(63) Eel River (Humboldt, Lake, Mendocino and Trinity cos.). Also see <u>Section 8.00(a).</u>	<u>Low-Flow Restrictions, Section 8.00, also apply, see below for more detail.</u>	
ALL WATERS OF THE EEL RIVER DRAINAGE EXCEPT THOSE LISTED BELOW ARE CLOSED TO ALL FISHING.		
(A) Main stem.		
1. From mouth to Fulmor Road, at its paved junction with the south bank of the Eel River.	All year. Only artificial lures with barbless hooks may be used from April 1 through the Friday preceding the fourth Saturday in May. Only barbless hooks may be used from fourth Saturday in May through Mar. 31.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
2. From Fulmor Road, at its paved junction with the south bank of the Eel River, to South Fork Eel River. <u>Also see Low-Flow Restrictions, Section 8.00(a)(1).</u>	All year. Only artificial lures with barbless hooks may be used from Apr. 1 through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
3. From South Fork Eel River to Cape Horn Dam. (See also Pillsbury Lake tributaries (7.50(b)(138)).	Jan. 1 through Mar. 31 and Fourth Saturday in May through Sept. 30. Only artificial lures with barbless hooks may be used.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
	Apr. 1 through the Fourth Friday in May and Oct. 1 through Dec. 31.	Closed to all fishing
(B) Van Duzen River.		

1. Main stem and tributaries above Eaton Falls, located about 1/2 mile upstream of the mouth of the South Fork (Little Van Duzen) and 2 1/2 miles west of Dinsmore.	Last Saturday in Apr. through Nov. 15.	5
2. Main stem from its junction with the Eel River to the end of Golden Gate Drive near Bridgeville (approximately 4,000 feet upstream from the Little Golden Gate Bridge). <u>Also see Low-Flow Restrictions, Section 8.00(a)(3).</u>	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
	Apr.1 to Fourth Friday in May.	Closed to all fishing
(C) South Fork Eel River from mouth to Rattlesnake Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(2).</u>	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Sept. 30. Only barbless hooks may be used from Oct. 1 through Mar. 31.	Catch and Release of Chinook salmon 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
	Apr.1 to Fourth Friday in May.	Closed to all fishing
(D) Middle Fork Eel River.		
1. Middle Fork main stem from mouth to Bar Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(2).</u>	Jan. 1 through May 31 and July 16 through Sept. 30. At all times, only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
	Jun. 1 through July 15 and Oct. 1 through Dec. 31.	Closed to all fishing
2. Middle Fork tributaries above Indian Dick/Eel River Ranger Station Road	Last Saturday in Apr. through Nov.15. Maximum size limit: 14 inches total length.	5
3. Middle Fork and tributaries above mouth of Uhl Creek.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used.	2
4. Balm of Gilead Creek and tributaries above falls 1 1/4 miles from mouth.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used.	2
5. North Fork of Middle Fork and tributaries above mouth of Willow Creek.	Last Saturday in Apr. through Nov. 15. Maximum size limit: 14 inches total length. Only artificial lures with barbless hooks may be used.	2

**Subsection (b)(82) of Section 7.50, Title 14, CCR, is amended as follows:**

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(82) Inyo County, Southwestern Portion,	First Sat. in March through Nov. 15.	5 per day 10 in

in all waters bounded by the Inyo County line on the south and west, Independence Creek on the north ( <u>open to fishing</u> ), and Highway 395 on the east (also see Cottonwood Creek <u>and Diaz Lake Restrictions.</u> )		possession
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**Subsection (b)(97) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(97) Las <del>Gazas</del> <u>Garzas</u> Creek and tributaries above Robinson Canyon Road (Monterey Co.).	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	0

**Subsection (b)(99) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(99) Limekiln Creek and tributaries above Highway 1 (Monterey Co.). <u>Also see Low-Flow Restrictions, Section 8.00(c)(9).</u>	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

**Subsection (b)(104) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(104) Llagas Creek (Santa Clara Co.). <u>Also see Low-Flow Restrictions, Section 8.00(c)(5).</u>		
(A) From mouth to Monterey Highway Bridge.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(B) From Monterey Highway Bridge to Chesbro Dam.	Closed to all fishing all year	

Subsection (b)(107) of Section 7.50, Title 14, CCR, is amended as follows:

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(107) Mad River and tributaries (Humboldt Co.).		
(A) Mad River from the mouth to 200 yards upstream.	Jan. 1 through Mar. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(B) Mad River main stem, from 200 yards above its mouth upstream to the confluence with Cowan Creek, excluding tributaries. Also see <u>Low-Flow Restrictions</u> , Section 8.00(a)(4).	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(C) Mad River main stem, from the confluence with Cowan Creek to the confluence with Deer Creek, excluding tributaries.	Closed to all fishing all year.	
(D) Mad River main stem from the confluence with Deer Creek to Ruth Dam.	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(E) Mad River and tributaries above Ruth Dam.	Last Saturday in May through Nov. 15.	5 per day 10 in possession

Subsection (b)(130) of Section 7.50, Title 14, CCR, is amended as follows:

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(130) Navarro River and tributaries (Mendocino Co.). Also see <u>Low-Flow Restrictions</u> , Section 8.00(b)(1). Main stem below the Greenwood Road bridge.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

Subsection (b)(133) of Section 7.50, Title 14, CCR, is amended as follows:

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession</i></b>
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		<b>Limit</b>
(133) Noyo River and tributaries (Mendocino Co.). Also see <u>Low-Flow Restrictions, Section 8.00(b)(1)</u> .		
(A) Noyo River main stem from the mouth to the Georgia-Pacific logging road bridge one mile east of Highway 1.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(B) Noyo River main stem from the Georgia-Pacific logging road bridge one mile east of Highway 1 to the confluence with the South Fork Noyo River.	Fourth Saturday in May through Oct. 1. Only artificial lures with barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
(C) Noyo River main stem from the confluence with the South Fork Noyo River to the Sonoma/Mendocino Boy Scout Council Camp.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

**Subsection (b)(135) of Section 7.50, Title 14, CCR, is amended as follows:**

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(135) Pajaro River (Monterey, Santa Clara, Santa Cruz and San Benito Cos.) from mouth to Uvas Creek. Also see <u>Low-Flow Restrictions, Section 8.00(c)(5)</u> .	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

**Subsection (b)(136) of Section 7.50, Title 14, CCR, is amended as follows:**

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(136) Pescadero Creek (San Mateo Co.) from mouth to the Stage Road bridge at Pescadero. Also see <u>Low-Flow Restrictions, Section 8.00(c)(2)</u> .	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery



		trout or hatchery steelhead** in possession
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Subsection (b)(141) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(141) Pit River (Shasta and Modoc cos.).		
(A) Pit River (Modoc County) from the Hwy 395 bridge/South Fork Pit River crossing near the town of Likely downstream to the Highway 299 (Canby) bridge/Pit River crossing.	All year.	0
(A)(B) From Pit No. 3 (Britton Dam) downstream to the outlet of the Pit No. 3 Powerhouse.	Last Saturday in Apr. through Nov. 15. Minimum size limit: 18 inches total length. Only artificial lures with barbless hooks may be used.	2
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0
(B)(C) Pit River, from Pit No. 3 Powerhouse downstream to Pit No. 7 dam.	Last Saturday in Apr. through Nov. 15.	5
	Nov. 16 through the Friday preceding the last Saturday in Apr. Only artificial lures with barbless hooks may be used.	0
(C)(D) From Pit No. 7 dam downstream to Shasta Lake.	All year	5

Subsection (b)(168) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(168) San Gregorio Creek (San Mateo Co.) from the mouth to the Stage Road bridge at San Gregorio. Also see Low-Flow Restrictions, Section 8.00(c)(2).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

Subsection (b)(169) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(169) San Lorenzo River (Santa Cruz Co.) from the mouth to the Lomond Street bridge in the town of Boulder Creek. Also see Low-Flow Restrictions, Section	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead**

8.00(c)(3).		4 hatchery trout or hatchery steelhead** in possession
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Subsection (b)(173) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(173) Scott Creek (Santa Cruz Co.) from mouth to confluence with Big Creek. <u>Also see Low-Flow Restrictions, Section 8.00(c)(3).</u>	Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used	0

Subsection (b)(178) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(178) Silver King Creek and tributaries (Alpine Co.) <u>upstream of the confluence with Snodgrass Creek.</u>	<u>Closed to all fishing all year.</u>	
<del>(A) Silver King Creek and tributaries including lakes above Tamarack Lake Creek (within section 7 T7N R22E).</del>	<del>Closed to all fishing all year.</del>	
<del>(B) Silver King Creek mainstem from the confluence with Tamarack Lake Creek (within section 7 T7N R22E) downstream to the confluence with Snodgrass Creek.</del>	<del>Last Saturday in Apr. through Nov. 15.</del>	<del>10 trout per day 10 in possession</del>

Subsection (b)(180) of Section 7.50, Title 14, CCR, is amended as follows:

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(180) Smith River (Del Norte Co.) <u>Also see Section 8.00(a).</u> Yearly limits apply for entire river.	<u>Low-Flow Restrictions, Section 8.00, also apply, see below for more detail.</u>	
(A) Main stem from the mouth to confluence of Middle and South forks. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
(B) Middle Fork Smith River.		

1. from mouth to Patrick Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. above the mouth of Patrick Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.
<b>(C) South Fork Smith River.</b>		
1. from the mouth upstream approximately 1,000 feet to the County Road (George Tryon) bridge and Craigs Creek to Jones Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Apr. 30. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Apr. 30.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. from the George Tryon bridge upstream to the mouth of Craigs Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Closed to fishing all year.	
3. above the mouth of Jones Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used. length.	2 cutthroat trout minimum size limit: 10 inches total length 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.
<b>(D) North Fork Smith River.</b>		

1. from the mouth to Stony Creek. <u>Also see Low-Flow Restrictions, Section 8.00(a)(7).</u>	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Aug. 31. Only barbless hooks may be used from Sep. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession. 2 cutthroat trout minimum size limit: 10 inches total length. 1 Chinook salmon and no more than 5 wild Chinook salmon* over 22 inches per year.
2. above the mouth of Stony Creek.	Fourth Saturday in May through Oct. 31. Only artificial lures with barbless hooks may be used.	2 cutthroat trout minimum size limit: 10 inches total length. 2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.

**Subsection (181) of Section 7.50, Title 14, CCR is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(181) Sonoma Creek and tributaries (Sonoma Co.). <del>Also see Section 8.00(b).</del>		
(A) Sonoma Creek and tributaries above the <del>Adobe Canyon Road bridge</del> <u>Sonoma Creek seasonal waterfall in Sugarloaf Ridge State Park (located 0.2 miles upstream of the west end of the Canyon Trail).</u>	Last Saturday in Apr. through Nov. 15.	5
(B) Sonoma Creek and tributaries between the <del>Adobe Canyon Road bridge</del> <u>Sonoma Creek seasonal waterfall in Sugarloaf Ridge State Park (located 0.2 miles upstream of the west end of the Canyon Trail)</u> and the Highway 121 bridge. Note: Sonoma Creek below the Highway 121 Bridge is tidewater, and is regulated by regulations for the Ocean and San Francisco Bay District (see sections 1.53 and 27.00).	Closed to all fishing year.	

**Subsection (b)(183) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
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(183) Soquel Creek (Santa Cruz Co.) from mouth to confluence of East and West branch. Also see <u>Low-Flow Restrictions</u> , Section 8.00(c)(4).	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession
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**Subsection (b)(193) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(193) Ten Mile River and tributaries (Mendocino Co.). Also see Section 8.00(b)(1). Ten Mile River main stem below the confluence with the Ten Mile River North Fork, and the Ten Mile River North Fork below the confluence with Bald Hill Creek.	Fourth Saturday in May through Mar. 31. Only artificial lures with barbless hooks may be used from the fourth Saturday in May through Oct. 31. Only barbless hooks may be used from Nov. 1 through Mar. 31.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

**Subsection (b)(195.1) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(195.1) Trinity River, above Trinity Dam (Trinity County) from the confluence with Tangle Blue Creek, (Hwy. 3) downstream (south) to the mouth of Trinity Lake, approximately 13.8 miles.	<u>Last Saturday in Apr. through Nov. 15.</u>	<u>5 per day 10 in possession</u>
	Nov. 16 through the Friday preceding the last Saturday in April. Only artificial lures with barbless hooks may be used.	0

**Subsection (b)(201) of Section 7.50, Title 14, CCR, is amended as follows:**

<b><i>Body of Water</i></b>	<b><i>Open Season and Special Regulations</i></b>	<b><i>Daily Bag and Possession Limit</i></b>
(201) Uvas or Carnadero Creek (Santa Clara Co.) Also see <u>Low-Flow Restrictions</u> , Section 8.00(c)(5).		
(A) From Highway 152 Bridge to Uvas Dam.	Closed to all fishing all year	
(B) From mouth to Highway 152 Bridge.	Dec. 1 through Mar. 7, but only on Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

**Subsection (b)(203.5) of Section 7.50, Title 14, CCR, is amended as follows:**

<b>Body of Water</b>	<b>Open Season and Special Regulations</b>	<b>Daily Bag and Possession Limit</b>
(203.5) Waddell Creek (Santa Cruz Co.) from mouth to Highway 1 bridge. <u>Also see Low-Flow Restrictions, Section 8.00(c)(3).</u>	Dec. 1 through Mar. 7, but only Sat., Sun., Wed., legal holidays and opening and closing days. Only barbless hooks may be used.	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession

\* Wild Chinook salmon are those not showing a healed adipose fin clip and not showing a healed left ventral fin clip.

\*\*Hatchery trout or steelhead in anadromous waters are those showing a healed adipose fin clip (adipose fin is absent). Unless otherwise provided, all other trout and steelhead must be immediately released.

Wild trout or steelhead are those not showing a healed adipose fin clip (adipose fin is present).

Note: Authority cited: Sections 200, 202, 205, 215, 220, 240, 315 and 316.5, Fish and Game Code.

Reference: Sections 200, 202, 205, ~~206~~, 215 and 316.5, Fish and Game Code.

**Subsection (a) of Section 8.00, Title 14, CCR, is amended as follows:**

**§8.00. Low-Flow Restrictions.**

(a) Eel River, Mad River, Mattole River, Redwood Creek, Smith River and Van Duzen River. Stream closures: Special Low Flow Conditions. From September 1 for the Mad River only and October 1 for all other streams through ~~January 31~~ ~~April 30~~ January 31, any of the stream reaches listed in subsection (1) through (7) below shall be closed to all angling on Tuesday and Wednesday when the department determines that the flow on the previous Monday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (7); any of the stream reaches listed in subsections (1) through (7) below shall be closed to all angling on Thursday and Friday when the department determines that the flow on the previous Wednesday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (7); any of the stream reaches listed in subsections (1) through (7) below shall be closed to all angling from Saturday through Monday when the department determines that the flow on the previous Friday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (7). Notwithstanding this provision, the department may close or keep a stream reach closed to fishing when the minimum flow is exceeded on the scheduled flow determination day if the department is reasonably assured that the stream flow is likely to decrease below the minimum flow as specified in subsections (a)(1)-(7) of Section 8.00 before or on the next flow-determination date. In addition, the department may reopen a stream at any time during a closed period if the minimum flow as specified in subsections (a)(1)-(7) of Section 8.00 is exceeded and the department is reasonably assured that it will remain above the minimum flow until the next scheduled Monday, Wednesday, or Friday flow determination. The department shall make information available to the public by a telephone recorded message updated, as necessary, no later than 1:00 p.m. each Monday, Wednesday, and Friday as to whether any stream will be open or closed to fishing. It shall be the responsibility of the angler to use the telephone number designated in the sport fishing regulations booklet to obtain information on the status of any stream.

(1) The main stem Eel River from the paved junction of Fulmor Road with the Eel River to the South Fork Eel River.

Minimum Flow: 350 cfs at the gauging station near Scotia.

(2) The South Fork of the Eel River downstream from Rattlesnake Creek and the Middle Fork Eel River downstream from the Bar Creek.

Minimum Flow: 340 cfs at the gauging station at Miranda.

(3) Van Duzen River: The main stem Van Duzen River from its junction with the Eel River to the end of Golden Gate Drive near Bridgeville (approximately 4,000 feet upstream from the Little Golden Gate Bridge).

Minimum Flow: 150 cfs at the gauging station near Grizzly Creek Redwoods State Park.

(4) Mad River: The main stem Mad River from the Hammond Trail Railroad Trestle to Cowan Creek.

Minimum Flow: 200 cfs at the gauging station at the Highway 299 bridge.

(5) Mattole River: The main stem of the Mattole River from the mouth to Honeydew Creek.

Minimum Flow: 320 cfs at the gauging station at Petrolia.

(6) Redwood Creek: The main stem of Redwood Creek from the mouth to its confluence with Bond Creek.

Minimum Flow: 300 cfs at the gauging station near the Highway 101 bridge.

(7) Smith River: The main stem Smith River from the mouth of Rowdy Creek to the mouth of Patrick Creek (tributary of the Middle Fork Smith River); the South Fork Smith River from the mouth upstream approximately 1000 feet to the County Road (George Tyron ) bridge and Craigs Creek to its confluence with Jones Creek; and the North Fork Smith River from the mouth to its confluence with Stony Creek.

Minimum Flow: 600 cfs at the Jedediah Smith Redwoods State Park gauging station.

THE NUMBER TO CALL FOR INFORMATION IS (707) 882-3164/822-3164.

~~(b) Central Coast Streams: Stream Closures: Special Low Flow Conditions.~~

~~From October 1 through April 1, any of the stream reaches listed in subsections (1) and (2) below shall be closed to all angling for a period of one week, commencing on any Thursday, when the Department determines that the flow on the previous Wednesday morning at the designated gauging station is less than the minimum flows set forth in subsections (1) and (2). Notwithstanding this provision, the Department may immediately reopen the streams to fishing if it determines that such flows exceed the minimum flows set forth in subsections (1) and (2) and no negative impact to the resource would result. The Department shall make information available to the public by telephone recorded message, updated no later than 1:00 p.m. each Wednesday, as to whether any stream will be open or closed to fishing. It shall be the responsibility of the angler to use the telephone number designated in the sport fishing regulations booklet to obtain information on the status of any stream.~~

~~THE NUMBER TO CALL FOR INFORMATION IS (707) 944-5533.~~

~~(1) Sonoma Creek (Sonoma County), and all streams tributary to the Pacific Ocean (and its bays) in Mendocino, Sonoma, and Marin counties, except for the Russian River.~~

~~Minimum Flow: 500 cfs at the gauging station on the main stem Russian River near Guerneville (Sonoma County).~~

~~(2) The Napa River (Napa County) between Trancas Avenue in Napa and Oakville Cross Bridge near Yountville.~~

~~Minimum Flow: 15 cfs at the gauging station at the Oak Knoll Bridge on the main stem Napa River.~~

(b) Mendocino, Sonoma, and Marin County coastal streams: Stream Closures: Special Low Flow Conditions. From October 1 through April 30 as follows:

Any of the stream reaches listed in subsections (1) through (4) below shall be closed to all angling on Tuesday and Wednesday when the department determines that the flow on the previous Monday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (4).

Any of the stream reaches listed in subsections (1) through (4) below shall be closed to all angling on Thursday and Friday when the department determines that the flow on the previous Wednesday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (4).

Any of the stream reaches listed in subsections (1) through (4) below shall be closed to all angling from Saturday through Monday when the department determines that the flow on the previous Friday at any of the designated gauging stations is less than the minimum flows set forth in subsections (1) through (4).

Notwithstanding this provision, the department may close or keep a stream reach closed to fishing when the minimum flow is exceeded on the scheduled flow determination day if the department is reasonably assured that the stream flow is likely to decrease below the minimum flow as specified in subsections

(b)(1) through (4) before or on the next flow-determination date.

In addition, the department may reopen a stream at any time during a closed period if the minimum flow as specified in subsections (b)(1) through (4) is exceeded and the department is reasonably assured that it will remain above the minimum flow until the next scheduled Monday, Wednesday, or Friday flow determination.

The department shall make information available to the public by a telephone recorded message updated, as necessary, no later than 1:00 p.m. each Monday, Wednesday, and Friday as to whether any stream will be open or closed to fishing. It shall be the responsibility of the angler to use the telephone number designated in the sport fishing regulations booklet to obtain information on the status of any stream.

THE NUMBER TO CALL FOR INFORMATION IS (707) 822-3164 for Mendocino County and (707) 944-5533 for Sonoma, Marin, and Napa counties.

(1) All streams tributary to the Pacific Ocean (and its bays) in Mendocino County, except for the Russian and Gualala rivers.

Minimum Flow: 200 cfs at the USGS gauging station on the main stem Navarro River near Navarro, CA.

(2) All streams tributary to the Pacific Ocean (and its bays) in Sonoma and Marin counties, except for the

Russian River.

Minimum Flow: 150 cfs at the gauging station on the South Fork Gualala River near Sea Ranch (Sonoma County).

(3) Russian River main stem below the confluence of the East Branch Russian River (Mendocino and Sonoma counties), Laguna de Santa Rosa, and Santa Rosa Creek.

Minimum Flow: 300 cfs at the gauging station located on the main stem Russian River near Guerneville (Sonoma County).

(4) The Napa River (Napa County) between Trancas Avenue in Napa and Oakville Cross Bridge near Yountville.

Minimum Flow: 15 cfs at the gauging station at the Oak Knoll Bridge on the main stem Napa River.

*[subsection (c) unchanged]*

Note: Authority cited: Sections 200, 202, 205, 215 and 220, Fish and Game Code. Reference: Sections 200, 202, 205, ~~206~~ and 220, Fish and Game Code.

**Section 27.90, Title 14, CCR, is amended as follows:**

**§27.90. White Sturgeon.**

(a) Open season: All year.

(b) Daily and annual bag limit: One fish per day. Three fish per year statewide.

(c) Size limit: No fish less than 40 inches fork length or greater than 60 inches fork length may be taken or possessed.

(d) Methods of take: Only one single point, single shank, barbless hook may be used on a line when taking sturgeon. The sturgeon must voluntarily take the bait or lure in its mouth. No sturgeon may be taken by trolling, snagging or by the use of firearms. Sturgeon may not be gaffed, nor shall any person use any type of firearm or snare to ~~assist in landing or killing~~ take any sturgeon.

For the purposes of this section, a snare is a flexible loop made from any material that can be tightened like a noose around any part of the fish.

(e) Removal from water. Any sturgeon greater than 68 inches fork length may not be removed from the water and shall be released immediately.]

(f) Report card required: Any person fishing for or taking sturgeon shall have in their possession a nontransferable Sturgeon Fishing Report Card issued by the department and shall adhere to all reporting and tagging requirements for sturgeon defined in Sections 1.74 and 27.92, Title 14, CCR.

(g) For regulations on take and possession of sturgeon in inland waters as defined in Section 1.53, see Section 5.80 and Section 5.81.

(h) Boat limits, as defined in Subsection 27.60(c) and Section 195, are not authorized for sturgeon fishing and shall not apply to the take, possession or retention of white sturgeon.

Note: Authority cited: Sections 200, 202, 205 and 220, Fish and Game Code. Reference: Sections 200, ~~205 and 206~~ and 205, Fish and Game Code





Land Use and Public Works Committee



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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October 28, 2014

TO: Land Use & Public Works Committee

FROM: Michael Lee, Public Works Director 

SUBJ: Adopt Resolution Regarding Financial Assurance for Postclosure Maintenance and Corrective Action of the Ponderosa Landfill and Approve Associated Pledge of Revenue Agreement

### RECOMMENDATION:

Adopt resolution regarding financial assurance for postclosure maintenance and corrective action of the Ponderosa Landfill and approve associated Pledge of Revenue Agreement.

### BACKGROUND:

Yuba County owns and operated the Ponderosa Lanfill, until receiving closure certification in December 1995. The State, through CalRecycle, requires owners and operators of landfills to provide adequate financial security to demonstrate that if postclosure maintenance activities are needed at the landfill, that the financial means are available to do so. CalRecycle allows several means of demonstrating financial assurance, but for local agencies, the Pledge of Revenue agreement appears to be the simplest. It does not require the County to set aside the money in trust, but rather to pledge that the County has adequate money in the General Fund to cover the projected costs, if and when they are needed. The timeframe for demonstrating financial assurance is 30 years after landfill closure.

### DISCUSSION:

From time to time the costs associated with postclosure maintenance are updated by a consultant expert, EBA Engineering, hired by Recology on the County's behalf. The most recent cost estimate was from July 2013, which is reflected in the updated Pledge of Revenue Agreement, and is estimated at \$56,171 per year for the remaining duration of the postclosure maintenance period (ending December 2025)

CalRecycle also recently added the requirement for a pledge of revenue to cover reasonably foreseeable corrective action costs. This cost is calculated by a consultant expert, with CalRecycle reviewing and approving of the estimate. The consultant evaluates potential damage from earthquake, rainfall from the 1,000 year event, flooding, tsunami, seiche, and fire. In the case of Ponderosa Landfill, the most probable event is a seismic induced slope failure and erosion of part of the cover. The corrective action cost associated with this most-probable scenario is \$206,045.

FISCAL IMPACT:

The Pledge of Revenue Agreement requires that the County maintain adequate money in the General Fund to cover the following potential costs: \$56,171 per year for the remaining period of postclosure maintenance required by CalRecycle regulations (11 more years); \$206,045 representing the most recent reasonably foreseeable corrective action cost estimate (based on a slope failure from a seismic event). Although it is not anticipated that the County will need to expend these funds, CalRecycle requires a pledge that the County will expend the funds if and when it becomes necessary.

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

**RESOLUTION REGARDING                    )  
FINANCIAL ASSURANCE FOR                )  
POSTCLOSURE MAINTENANCE                )  
AND CORRECTIVE ACTION OF                )  
THE PONDEROSA LANDFILL                 )**

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

**WHEREAS**, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, postclosure maintenance, and corrective action activities; and

**WHEREAS**, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for financing postclosure maintenance and/or corrective action costs of a solid waste landfill;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba:

1. The County of Yuba operated the Ponderosa Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions, and requirements contained in Solid Waste Facilities Permit No. 58-AA-0002 issued by the Yuba County Environmental Health Department, serving as the Local Enforcement Agency for the California Department of Resources Recycling and Recovery (CalRecycle).
2. The County of Yuba shall establish a Pledge of Revenue to demonstrate financial responsibility for postclosure maintenance and/or corrective action of the Ponderosa Landfill in accordance with sections 22228 and 22245 of the Regulations.
3. Disbursement of funds for postclosure maintenance and/or corrective action shall be in accordance with the final plan, as approved by CalRecycle.
4. In the event CalRecycle determines that the County of Yuba has failed, or is failing, to perform postclosure maintenance and/or corrective action as required by law, CalRecycle may direct the Auditor-Controller to pay to the Public Works Director from the pledged revenues sufficient funds to ensure postclosure maintenance and/or

corrective action, who then shall be obligated to use such funds for postclosure maintenance and/or corrective action in accordance with the directives of CalRecycle.

5. The Public Works Director is directed to produce an annual report for transmittal to CalRecycle, containing, as appropriate, a revised postclosure maintenance cost estimate, prepared as specified by section 21840 of the Regulations concerning the Ponderosa Landfill.
6. The Public Works Director is directed to produce an annual report for transmittal to CalRecycle, containing, as appropriate, a revised known or reasonable foreseeable release corrective action cost estimate, prepared as specified by section 20380 of the Regulations concerning the Ponderosa Landfill.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

\_\_\_\_\_

  
\_\_\_\_\_

**PLEDGE OF REVENUE AGREEMENT  
ESTABLISHING FINANCIAL ASSURANCE FOR  
POSTCLOSURE MAINTENANCE AND CORRECTIVE ACTION COSTS  
PONDEROSA LANDFILL**

This agreement establishes a Pledge of Revenue to assure that adequate funds are available to carry out the postclosure maintenance and corrective action costs of the Ponderosa Landfill.

This agreement shall become effective immediately, and is made and entered into by and between the County of Yuba and the California Department of Resources Recycling and Recovery (CalRecycle).

**WHEREAS**, Public Resources Code sections 43500 through 43610.1 and Title 27, California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, require operators of solid waste landfills to demonstrate the availability of financial resources to conduct closure, postclosure maintenance, and corrective action activities; and

**WHEREAS**, sections 22228 and 22245 of the Regulations specify a Pledge of Revenue as an acceptable mechanism to demonstrate financial responsibility for postclosure maintenance and/or corrective action costs of a solid waste landfill; and

**WHEREAS**, the County of Yuba operated the Ponderosa Landfill, a solid waste landfill, in conformance with the findings, conditions, prohibitions, and requirements contained in Solid Waste Facilities Permit No. 58-AA-0002 issued by the Yuba County Environmental Health Department serving as the Local Enforcement Agency (LEA) for CalRecycle;

**WHEREAS**, the County of Yuba is pledging revenues from the Yuba County General Fund;

**WHEREAS**, the County of Yuba has determined that projected net revenues from the County General Fund during the remaining period of postclosure maintenance required by CalRecycle regulations and during the corrective action period shall, during each year of this period, be greater than the yearly monitoring and postclosure maintenance costs and corrective action costs contained in the most recent Cost Estimates for the Ponderosa Landfill, which have been submitted to CalRecycle in accordance with Sections 21840 and 22100-22103 of the Regulations.

**NOW, THEREFORE,** the Board of Supervisors of the County of Yuba and CalRecycle do agree as follows:

1. The County of Yuba hereby establishes a pledge of revenue to demonstrate financial responsibility for postclosure maintenance and corrective action costs of the Ponderosa Landfill in accordance with Sections 22228 and 22245 of the Regulations.
2. The County of Yuba agrees to pledge net revenues from the County General Fund as described herein.
3. The amount of the pledged revenue shall be equal to \$56,171 per year for the remaining period of postclosure maintenance required by CalRecycle regulations, representing the most recent monitoring and postclosure maintenance cost estimate for the Ponderosa Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate which is mutually agreed to by the County of Yuba and CalRecycle.
4. The amount of pledged revenue shall be equal to \$206,045 for the estimated length of the reasonably foreseeable corrective action, representing the most recent reasonably foreseeable corrective action cost estimate for the Ponderosa Landfill. It is agreed that the amount of this pledge may increase or decrease to match any adjustment to the identified cost estimate, as approved by CalRecycle, LEA, and RWQCB, as applicable.
5. If the County of Yuba ceases at any time to retain control of its ability to allocate the pledged revenue as identified herein to pay postclosure maintenance and/or corrective action costs, the County of Yuba shall notify CalRecycle and the local enforcement agency and shall obtain alternate coverage within sixty (60) days after the control of funds lapses, pursuant to Section 22245 of the Regulations.
6. In the event that CalRecycle, RWQCB, or LEA staff determine that the County of Yuba has failed, or is failing, to perform postclosure maintenance and/or corrective action as required by law, CalRecycle, RWQCB, and/or LEA staff shall confer with the County of Yuba and attempt to resolve the alleged violation. If no agreement is reached, the matter shall be presented to CalRecycle which shall give reasonable notice, hold a public hearing, and consider the testimony and documentation submitted by CalRecycle and/or LEA staff, the County of Yuba, and any interested parties, prior to making a determination in the matter. In the event CalRecycle then determines that the County of Yuba has failed, or is failing, to perform postclosure maintenance and/or corrective action as required by law, CalRecycle, may direct the Auditor-Controller to pay to the Public Works Director from the pledged revenues



sufficient funds to ensure postclosure maintenance and/or corrective action, who then shall be obligated to use such funds for postclosure maintenance and/or corrective action in accordance with the directives of CalRecycle and RWQCB.

IN WITNESS HEREOF, the parties have executed this agreement on the date as set below.

By the County this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By CalRecycle this \_\_\_\_\_ day of \_\_\_\_\_, 2014

YUBA COUNTY

\_\_\_\_\_  
CHAIR, BOARD OF SUPERVISORS

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

By \_\_\_\_\_

By  \_\_\_\_\_

DIRECTOR OF PUBLIC WORKS

\_\_\_\_\_  
Michael Lee

STATE OF CALIFORNIA  
CALRECYCLE

By \_\_\_\_\_  
Authorized CalRecycle Manager

APPROVED AS TO FORM AND PROCEDURE:

By \_\_\_\_\_  
Elliot Block, Chief Counsel

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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**TO:** Land and Public Works Committee

**FROM:** Michael G. Lee, Director of Public Works 

**SUBJECT:** Update Ordinance Code Chapter 10.30, Floodplain Management

**DATE:** October 28, 2014

### *Recommendation*

That the Board repeal and re-enact Ordinance Code Chapter 10.30 in its entirety to better address the requirements of the National Flood Insurance Program and the Community Rating System.

### *Background*

The National Flood Insurance Program (NFIP) provides flood insurance and disaster relief to property owners who live in participating communities. Participation in the NFIP is voluntary; Yuba County joined the NFIP in 1983. Participants in the NFIP have to meet certain minimum standards for construction and floodplain management, and also have to adopt a floodplain management ordinance that specifies the County's floodplain management requirements. The State of California provides a template for floodplain management ordinances; this template reflects the minimum standards required by the NFIP.

### *Discussion*

The NFIP also encourages communities to implement higher standards under the Community Rating System (CRS) program. The CRS program provides incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements by developing extra flood protection measures. A community's CRS classification determines the premium discount for policyholders. There are ten CRS classifications: Class "1" requires the most credit points and gives the greatest premium discount (45%); while Class "10" receives no discount. Yuba County is a Class "6" community, and receives a 20% discount on flood insurance premiums. The standards for achieving discounts changed in 2013, so Yuba County needs to adjust its floodplain management standards accordingly. The proposed changes clarify NFIP minimum requirements, remove the existing prohibition against having enclosed

areas below the lowest floor elevation, update references, and remove other minor inconsistencies within the chapter.

*Fiscal Impact:*

The fiscal impact of updating ordinance code chapter 10.30 is anticipated to be negligible.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE X, CHAPTER 10.30  
OF THE YUBA COUNTY ORDINANCE CODE  
BY REPEALING AND REENACTING CHAPTER 10.30 AS AMENDED  
RELATING TO FLOODPLAIN MANAGEMENT**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

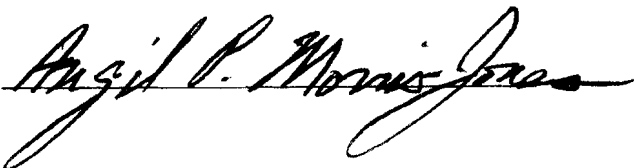
ABSTAIN:

\_\_\_\_\_  
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  
Yuba County Counsel

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 10.30 of Title X of the Yuba County Ordinance Code is hereby repealed and Chapter 10.30 is hereby reenacted as amended and set forth herein below:

Field Code Changed

**CHAPTER 10.30**

**FLOODPLAIN MANAGEMENT**

**Sections**

- 10.30.010 STATUTORY AUTHORIZATION**
- 10.30.020 FINDINGS OF FACT**
- 10.30.030 STATEMENT OF PURPOSE**
- 10.30.040 METHODS OF REDUCING FLOOD LOSSES**
- 10.30.050 DEFINITIONS**
- 10.30.060 GENERAL PROVISIONS**
- 10.30.070 ADMINISTRATION**
- 10.30.080 PROVISIONS FOR FLOOD HAZARD REDUCTION**
- 10.30.090 VARIANCE PROCEDURES**

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**10.30.010 STATUTORY AUTHORIZATION.** The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County of Yuba does hereby adopt the following floodplain management regulations.

**10.30.020 FINDINGS OF FACT.**

- (a) The flood hazard areas of Yuba County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (b) These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected

from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

**10.30.030 STATEMENT OF PURPOSE.** It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

- (a) Protect human life and health;
- (b) Minimize expenditure of public money for costly flood control projects;
- (c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) Minimize prolonged business interruptions;
- (e) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- (f) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- (g) Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- (h) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

**10.30.040 METHODS OF REDUCING FLOOD LOSSES.** In order to accomplish its purposes, this ordinance includes regulations to:

- (a) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- (b) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction, and mitigated to prevent future losses for existing structure;
- (c) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- (d) Control filling, grading, dredging, and other development which may increase flood damage; and
- (e) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or

which may increase flood hazards in other areas.

**10.30.050 DEFINITIONS.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

- (a) "A zone" - see "Special flood hazard area".
- (b) "Accessory structure" means a structure that is either:
  - i. Solely for the parking of no more than 2 cars; or
  - ii. A small, low cost shed for limited storage, less than ~~150~~450 square feet and \$~~12~~2,500 in value.
- (c) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
- (d) "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
- (e) "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
- (f) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.
- (g) "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- (h) "Area of special flood hazard" - See "Special flood hazard area."
- (i) "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.
- (j) "Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.
- (k) "Basement" means any area of the building having its floor subgrade - i.e., below ground level -



on all sides.

(l) "Building" - see "Structure".

(m) "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. For the purposes of this ordinance, the following activities shall not be considered development:

1. Normal farming activities; or
2. Residential and commercial landscape maintenance.

(n) "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

(o) "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 17, 1982.

(p) "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

(q) "Flood, flooding, or flood water" means:

- i. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
- ii. The condition resulting from flood-related erosion.

(r) "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

(s) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

(t) "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary

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and Floodway Map, and the water surface elevation of the base flood.

- (u) "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see "Flooding."
- (v) "Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.
- (w) "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
- (x) "Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.
- (y) "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.
- (z) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory Floodway."
- (aa) "Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.
- (bb) "Fraud and victimization" as related to Section 10.30.090 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the County of Yuba will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
- (cc) "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship

building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

(dd) "Governing body" is the local governing unit, i.e. county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

(ee) "Hardship" as related to Section 10.30.090 of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The County of Yuba requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

(ff) "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

(gg) "Historic structure" means any structure that is:

- i. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- ii. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- iii. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- iv. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

(hh) "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

(ii) "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

(jj) "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

i. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

1. The flood openings standard in Section 10.30.080(a)(iii)(3);
2. The anchoring standards in Section 10.30.080(a)(i);
3. The construction materials and methods standards in Section 10.30.080(a)(ii); and
4. The standards for utilities in Section 10.30.080(b).

ii. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

(kk) "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

(ll) "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(mm) "Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed.

- i. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry.
- ii. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the Floodplain Administrator, but shall not include economic or other forms of external obsolescence.

Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are

included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

(nn) "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

(oo) "New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after May 17, 1982, and includes any subsequent improvements to such structures.

(pp) "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 17, 1982.

(qq) "Normal Farming Activities" means plowing, seeding, cultivating, minor drainage, harvesting, field leveling outside defined watercourses, contouring, and planting.

(rr) "Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

(ss) "One-hundred-year flood" or "100-year flood" - see "Base flood."

(tt) "Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

(uu) "Public safety and nuisance" as related to Section 10.30.090 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

(vv) "Recreational vehicle" means a vehicle which is:

- i. Built on a single chassis;
- ii. 400 square feet or less when measured at the largest horizontal projection;

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iii. Designed to be self-propelled or permanently towable by a light-duty truck; and

iv. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(ww) "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

(~~vv~~)(xx) "Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.

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(~~ww~~)(yy) "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

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(~~xx~~)(zz) "Sheet flow area" - see "Area of shallow flooding."

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(yy)(aaa) "Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FBFM or FIRM as Zone A, AO, A1-A30, AE, A99, AR or, AH.

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(~~zz~~)(bbb) "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

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(~~aaa~~)(ccc) "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home. For the purposes of this ordinance, "walled and roofed" means that the structure has two or more rigid walls and a fully secured roof.

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(bbb)(ddd) "Substantial damage" means:

- i. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred; or
- ii. Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. This is also known as "repetitive loss."

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(eee)(eee) "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

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- i. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- ii. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

(eee)(fff) "Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

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(fff)(ggg) "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

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(ggg)(hhh) "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

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(hhh)(iii) "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

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#### 10.30.060 GENERAL PROVISIONS.

- (a) LANDS TO WHICH THIS ORDINANCE APPLIES. This ordinance shall apply to all areas of special flood hazards within the jurisdiction of Yuba County.



- (b) **BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.** The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for Yuba County, California" dated November 17, 1981 or subsequent versions currently effective, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBFM's), dated May 17, 1982 or subsequent versions currently effective, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the County of Yuba by the Floodplain Administrator. The study, FIRM's and FBFM's are on file at the Community Development and Services Agency, 915 8<sup>th</sup> Street, Marysville, CA.
- (c) **COMPLIANCE.** No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the County of Yuba from taking such lawful action as is necessary to prevent or remedy any violation.
- (d) **ABROGATION AND GREATER RESTRICTIONS.** This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (e) **INTERPRETATION.** In the interpretation and application of this ordinance, all provisions shall be:
- i. Considered as minimum requirements;
  - ii. Liberally construed in favor of the governing body; and
  - iii. Deemed neither to limit nor repeal any other powers granted under state statutes.
- (f) **WARNING AND DISCLAIMER OF LIABILITY.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Yuba County, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- (g) **SEVERABILITY.** This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.



#### 10.30.070 ADMINISTRATION.

- (a) DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR. The Community Development and Services Agency Director or designee is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accord with its provisions.
- (b) DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR. The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

i. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than 1 foot at any point within the County of Yuba nor adversely affect adjacent property owners; and
5. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

ii. Development of Substantial Improvement and Substantial Damage Procedures.

The County shall utilize FEMA publication FEMA P-758, "Substantial Improvement / Substantial Damage Desk Reference" or its successor document for identifying and administering requirements relating to substantial improvement and substantial damage. The County shall utilize FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," for identifying and administering requirements for substantial improvement and substantial damage.

iii. Review, Use and Development of Other Base Flood Data.

When base flood elevation data has not been provided by FEMA in accordance with Section 10.30.060(b), the Floodplain Administrator shall require the development permit applicant to present for review base flood elevation and floodway data from a federal or state agency, or other source, in order to administer Section 10.30.080. If a base flood elevation is not available, a base flood elevation shall be developed by the applicant using the detailed methods as described in the most current edition of FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations". The simplified methods presented in FEMA 265 may be utilized for projects less than 5 acres or 50 lots, whichever is lesser, or for development permit applications for agricultural uses. If the floodplain administrator determines that developing data to establish the base flood elevation would be excessively expensive, the floodplain administrator may at his/her discretion alternatively approve a lowest floor elevation which is five feet above the highest adjacent grade.

iv. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:

- a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
- b. Submit evidence of such notification to the Federal Emergency Management Agency; and
- c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base Flood Elevation changes due to physical alterations:

Within 6 months of information becoming available or project completion, whichever comes first, the Floodplain Administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

3. Changes in corporate boundaries:

Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

v. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Section 10.30.080(a)(iii)(1) and Section 10.30.080(d) (Lowest

floor elevation of ~~rResidential Construction structures~~);

~~2.~~ Certification required by Section 10.30.080(a)(iii)(2) (Lowest floor elevation or floodproofing of nNonresidential Construction structures);

~~2-3.~~ Certification required by Section 10.30.080(d) (Lowest floor elevation of manufactured homes).

~~3-4.~~ Certification required by Section 10.30.080(a)(iii)(3) (Flood Openings);

~~4-5.~~ Certification of elevation required by Section 10.30.080(c)(i)(3) (Subdivisions and Other Proposed Development);

~~5-6.~~ Certification required by Section 10.30.080(f)(ii) (Floodways); and

~~6-7.~~ Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

vi. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 10.30.090.

vii. Remedial Action.

Take action to remedy violations of this ordinance as specified in Section 10.30.060(c).

viii. Planning.

Assure Yuba County General Plan is consistent with floodplain management objectives contained in Chapter 10.30.

ix. Non-conversion of Enclosed ~~Enclosed~~ Areas Below the Lowest Floor.

Non-Conversion of Enclosed Areas below Lowest Floor: As a condition of receiving a building permit, owners of proposed structures with enclosed areas below the lowest floor must sign a non-conversion agreement, promising not to improve, finish, or otherwise convert the area below the lowest floor and granting the County of Yuba the right to inspect the enclosed area upon prior notice of at least 72 hours. All areas below the BFE are prohibited from being enclosed, and to ensure that the areas below the BFE shall not be enclosed, used solely for parking vehicles, limited storage, or access to the building and not be finished for use as human habitation without first becoming fully compliant with the floodplain management ordinance in effect at the time of conversion, finished for use as human habitation, the Floodplain Administrator shall:

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1. Determine which applicants for new construction and/or substantial improvements have ~~fully enclosed~~ areas below the lowest floor that are 54 (four) feet or higher;
2. Enter into a "NON-ENCLOSURECONVERSIONCONVERSION AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" or equivalent with the County of Yuba. The agreement shall be recorded with the Yuba County Recorder as a deed restriction, ~~and prohibit any building enclosures, including breakaway walls, below the BFE.~~ The ~~non-conversion~~NON-CONVERSIONENCLOSURE agreement shall be in a form acceptable to the Floodplain Administrator and County Counsel; and
3. Have the authority to inspect any area of a structure below the base flood elevation to ensure compliance upon prior notice of at least 72 hours.

(c) **DEVELOPMENT PERMIT.** A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 10.30.060. Application for a development permit shall be made on forms furnished by the County of Yuba. The applicant shall provide the following minimum information:

- i. Plans in duplicate, drawn to scale, showing:
  1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
  2. Proposed locations of water supply, sanitary sewer, and other utilities;
  3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
  4. Location of the regulatory floodway when applicable;
  5. Base flood elevation information as specified in Section 10.30.060 or Section 10.30.070(b)(iii);
  6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
  7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 10.30.080(a)(iii)(2) of this ordinance and detailed in FEMA Technical Bulletin TB 3-93.
- ii. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 10.30.080(a)(iii)(2).
- iii. For a crawl-space foundation, location and total net area of foundation openings as required in Section 10.30.080(a)(iii)(3) of this ordinance and detailed in FEMA Technical Bulletin 1-

93 and 7-93.

iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

v. All appropriate certifications listed in Section 10.30.070(b)(v) of this ordinance.

vi. For improvements and repairs to existing structures with the lowest floor below the BFE in a Special Flood Hazard Area (SFHA), applicant must provide evidence that such proposed improvements or repairs do not constitute substantial improvements or repairs to the structure prior to obtaining a building permit. For repairs to structures damaged by flood, fire, or other disasters, such evidence must be in accordance with FEMA P-758 "Substantial Improvement / Substantial Damage Desk Reference."

(d) **APPEALS.** The Board of Supervisors of Yuba County shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

Any person who wishes to appeal the decision of the Floodplain Administrator may, within ~~fifteen~~ ten (10) working days after such decision is rendered, file an appeal with the Clerk of the Board of Supervisors. The appeal shall be in writing and shall set forth the grounds upon which relief is requested. The decision of the Board of Supervisors shall be final with respect to any variance of appeal.

#### **10.30.080 PROVISIONS FOR FLOOD HAZARD REDUCTION.**

(a) **STANDARDS OF CONSTRUCTION.** In all areas of special flood hazards the following standards are required:

i. **Anchoring.**

All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. **Construction Materials and Methods.**

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas ~~below~~ less than one foot above the base flood elevation;
2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

- 4.5. If fill is placed at a site to elevate a building pad above the base flood elevation, then buildings constructed within flood hazard areas must be constructed on compacted fill in accordance with the construction specifications or at least 90 density per ASTM-D698 or equivalent, and extending at least five feet beyond the building foundation walls before dropping below the base flood elevation and shall include appropriate protection from erosion and scour. The design of the fill must be approved by a registered professional engineer.

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### iii. Elevation and Floodproofing.

1. Residential Construction. All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:
  - a. In AE, AH, A1-30 Zones, elevated one foot above the base flood elevation.
  - b. In an AO zone, elevated above the highest adjacent grade to a height one foot above the depth number specified in feet on the FIRM, or elevated at least three feet above the highest adjacent grade if no depth number is specified.
  - c. In an A zone, without BFE's specified on the FIRM (unnumbered A zone), elevated one foot above the base flood elevation, as determined under Section 10.30.070(b)(iii). If the floodplain administrator determines that developing data to establish the base flood elevation would be excessively expensive, the floodplain administrator may at his/her discretion alternatively approve a lowest floor elevation which is five feet above the highest adjacent grade.~~In an A zone, without BFE's specified on the FIRM (unnumbered A zone), elevated one foot above the base flood elevation, as determined under Section 10.30.070(b)(iii).~~

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be in the form of a National Flood Insurance Program – Elevation Certificate and shall be provided to the Floodplain Administrator.~~Such certification and verification shall be provided to the Floodplain Administrator.~~

2. Nonresidential Construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with Section

10.30.080(a)(iii)(1) or:

- a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under Section 10.30.080(a)(iii)(1), so that the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
  - c. Be certified by a registered civil engineer or architect that the standards of Sections 10.30.080(a)(iii)(2)(a&b) are satisfied. Such certification shall be provided to the Floodplain Administrator.
3. Flood Openings. All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:
- a. For non-engineered openings:
    1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    2. The bottom of all openings shall be no higher than one foot above grade;
    - 2.3. Openings must be located so that the portion of the opening intended to allow for inflow and outflow is below the BFE;
    - 3.4. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater. The measurement of the net open area must take into consideration any coverings that have solid obstructions, such as grilles, fixed louvers, or faceplates; and
    - 4.5. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or
  - b. Be certified by a registered civil engineer or architect.
4. Manufactured homes.
- a. See Section 10.30.080(d).

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iv. Garages and low cost accessory structures.

1. Attached garages.

- a. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See 10.30.080(a)(iii)(3). Areas of the garage below the BFE must be constructed with flood resistant materials. See Section 10.30.080(a)(ii).
- b. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

2. Detached garages and accessory structures.

- a. "Accessory structures" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 10.30.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:
  1. Use of the accessory structure must be limited to parking or limited storage;
  2. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;
  3. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
  4. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to at least one foot above the BFE;
  5. The accessory structure must comply with floodplain encroachment provisions in Section 10.30.080(f);
  - 5.6. The owner has first obtained a wet-floodproofing variance for the accessory structure, except that no variance is required for small, low-cost sheds; and
  - 6.7. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 10.30.080(a)(iii)(3).
- b. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 10.30.080(a).

v. Agricultural structures

1. Agricultural structures shall be elevated or dry-floodproofed to at least one foot above the BFE. Agricultural structures may be constructed such that its floor is below the BFE

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provided the owner applies for and receives a wet-floodproofing variance in accordance with Section 10.30.090.

(b) STANDARDS FOR UTILITIES.

- i. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
  1. Infiltration of flood waters into the systems; and
  2. Discharge from the systems into flood waters.
- ii. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

(c) STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.

- i. All new subdivision proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:
  1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
  2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
  3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:
    - a. Lowest floor elevation.
    - b. Pad elevation.
    - c. Lowest adjacent grade.
- ii. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- iii. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- iv. All subdivisions and other proposed development shall provide adequate drainage to reduce

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exposure to flood hazards.

(d) STANDARDS FOR MANUFACTURED HOMES.

- i. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:
  1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- ii. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 10.30.080(d)(i) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:
  1. Lowest floor of the manufactured home is at least one foot above the base flood elevation; or
  2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be in the form of a National Flood Insurance Program -- Elevation Certificate and shall be provided to the Floodplain Administrator. ~~Such certification and verification shall be provided to the Floodplain Administrator.~~

(e) STANDARDS FOR RECREATIONAL VEHICLES.

- i. All recreational vehicles placed in Zones A1-30, AH, and AE will either:
  1. Be on the site for fewer than 180 consecutive days; or
  2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

3. Meet the permit requirements of Section 10.30.070(c) of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 10.30.080(d)(i).

(f) **FLOODWAYS.** Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- i. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the County of Yuba.
- ii. Within an adopted regulatory floodway, the County of Yuba shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- iii. If Sections 10.30.080(f)(i & ii) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 10.30.080.

#### **10.30.090 VARIANCE PROCEDURE.**

- (a) **NATURE OF VARIANCES.** The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Yuba County Board of Supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

(b) CONDITIONS FOR VARIANCES.

i. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 10.30.070 and 10.30.080 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

ii. Variances to allow wet floodproofing of new or substantially improved non-residential structures may be issued for the following categories of structures:

1. Structures functionally dependent upon close proximity to water;
2. Accessory structures used solely for parking (two-car detached garages or smaller) or limited storage; and
- 4-3. Agricultural structures used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, storage of agricultural equipment, or providing temporary shelter for livestock.

iii. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of this ordinance) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

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iv. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

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v. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the Yuba County Board of Supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the Yuba County Board of Supervisors believes will both provide relief and preserve the integrity of the local ordinance.

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vi. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

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1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator

in the Office of the Yuba County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

- vi. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

(c) APPEAL BOARD GUIDELINES.

- i. In hearing requests for variances, the Yuba County Board of Supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:
  - 1. Danger that materials may be swept onto other lands to the injury of others;
  - 2. Danger of life and property due to flooding or erosion damage;
  - 3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
  - 4. Importance of the services provided by the proposed facility to the community;
  - 5. Necessity to the facility of a waterfront location, where applicable;
  - 6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - 7. Compatibility of the proposed use with existing and anticipated development;
  - 8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - 9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
  - 10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
  - 11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- ii. Variances shall only be issued upon a:
  - 1. Showing of good and sufficient cause;

2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and
  3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.
- iii. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 10.30.090(c)(i) through 10.30.090(c)(iv) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

Upon consideration of the factors of Section 10.30.090(b)(i) and the purposes of this ordinance, the Yuba County Board of Supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

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.