

BOARD OF SUPERVISORS

AMENDED AGENDA

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



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

OCTOBER 13, 2015

8:30 A.M. YUBA COUNTY WATER AGENCY

ADDENDUM TO AGENDA - ADDED TO CLOSED SESSION ITEM B.

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 Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Board of Supervisors
 1. [\(453-1015\) Appoint Mr. Raymond Lopez to the Plumas Brophy Fire Protection District to fill the remaining term ending December 2018, Pursuant to Government Code 1780\(H\).](#)
 - B. Sheriff-Coroner/Human Resources
 1. [\(454-1015\) Adopt resolution amending the Classification System-Basic Salary Schedule regarding Correctional Facility Registered Nurse effective November 1, 2015.](#)
- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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.
- V. **COUNTY DEPARTMENTS**
 - A. Board of Supervisors
 1. [\(455-1015\) Receive Yuba County Digital Law Library Annual Fiscal Year 2014 thru 2015 report.](#)
 - B. Emergency Services
 1. [\(456-1015\) Approve memorandum of understandings between Yuba County and Foothill Fire Department, Camptonville Volunteer Fire Department, Loma Rica/Browns Valley Community Services District and Dobbins/Oregon House Fire Protection District and authorize chair to execute. \(Five minutes estimate\).](#)

C. Sheriff-Coroner

1. [\(457-1015\) Adopt resolution accepting gift of \\$10,000 from Law Enforcement Management and Supervisory Association and Deputy Sheriff's Association for exercise equipment for new Sheriff Facility, and authorize cost of the remaining estimate to come from existing project funds or Capital Improvement Fund in an amount not to exceed \\$54,000. \(Ten minutes estimate\)](#)

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

- A. [\(448-1015\) Ordinance- Hold public hearing, waive reading, and adopt ordinance adding section 8.05.325 relating to incessant dog barking and enforcement procedure. \(Roll Call Vote\) \(Second Reading. Continued from October 6, 2015\) \(Five minute estimate\)](#)

[\(449-1015\) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending section 8.05.320 reducing violation to an infraction. \(Roll Call Vote\) \(Second Reading. Continued from October 6, 2015\) \(Five minute estimate\)](#)

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

VIII. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) – One Case
- B. Pending litigation pursuant to Government Code §54956.9(d)(1) – Messick vs. County of Yuba, et. al.

IX. **ADJOURN**

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

Plumas Brophy Fire Protection District

Clerk/Board of Supervisors

4514 Dairy Road, PO Box 762, Wheatland CA, 95692

October 2, 2015

TO: Yuba County Board of Supervisors

RE: Request for Board of Supervisors to fill Plumas Brophy Fire Protection District Board Vacancy by Appointment

Pursuant to Government Code section 1780, the Plumas Brophy Fire Protection District ("District") hereby requests that the Board of Supervisors fill one vacancy on the Board of Directors of the District by appointment pursuant to Government Code Section 1780(h).

The District has a three member elected board of directors. On August 31, 2015, Director Darryl Stineman, moved out of the District, thereby creating one vacancy. Director Stineman notified the Board and tendered his resignation on September 10, 2015. Director Stineman's term would have expired on December, 2016.

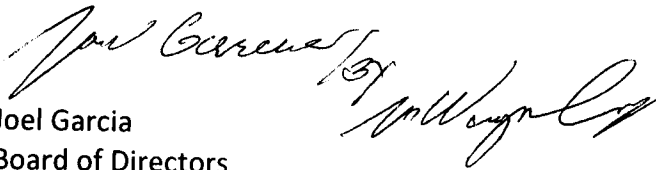
On September 9, 2015, Director Daniel Bradshaw passed away. Director Bradshaw's term would have expired on December 2018. With this sad event, the District's Board no longer has a quorum with which to transact business.

The District, therefore, respectfully requests that the Board of Supervisors, at its earliest convenience, fill the vacancy created by the resignation of Director Stineman, with a term of office expiring in December 2016 in accordance with Section 1780(h) so that the District Board will have a quorum. Upon this appointment, the District Board will consider the filling of the remaining vacancy.

The notice of vacancy /call for applications was posted on September 15, 2015. The District has received one letter of interest, which is attached.

Please contact Fire Chief Joe Waggershauer at 530-682-6990 or me at 916-947-6445 regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joel Garcia", is written over the typed name.

Joel Garcia
Board of Directors

Plumas Brophy Fire Protection District

Plumas Brophy Fire Protection District

4514 Dairy Road, PO Box 762, Wheatland CA, 95692

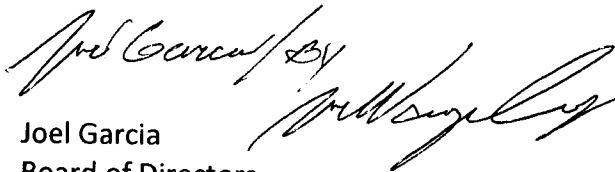
October 2, 2015

TO: Yuba County Board of Supervisors

RE: Recommendation for appointment to the Board of Directors of the Plumas Brophy Fire Protection District.

As the remaining member of the Plumas Brophy Fire Protection District Board, I recommend the appointment of Raymond Lopez to the Board for the term ending in December 2016.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joel Garcia".

Joel Garcia
Board of Directors

Plumas Brophy Fire Protection District

Raymond Lopez
6999 Eric Lane
Wheatland, Ca 95692
September 22nd 2015

Plumas Brophy Fire District
4514 Dairy Road
Wheatland, Ca 95692

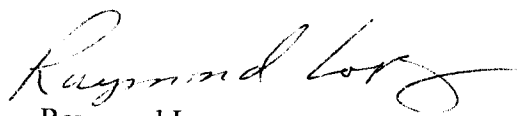
Dear Plumas Brophy Fire District:

This letter is to inform you that I would like your consideration in the appointment of the board member position for the Plumas Brophy Fire District.

I have achieved the qualifications to uphold the commitment that of a board member holds. I have spent 20+ years in the Plumas Brophy Fire Department and obtained the rank of Captain. Not only have I been a previous member of the board of directors, I have also obtained an Associate's Degree in Fire Science. Continuing my education, I attended numerous fire classes and seminars held by the Beale Air Force Base Fire Department. Aside from my commitment to the Beale Air Force Fire Station, I was also a fire inspector for 3 years and continued to be involved in the on base operations prior to my retirement.

Any consideration for this appointment would be greatly appreciated.

Sincerely,



Raymond Lopez

Home: 530-633-4058

Cell: 530-301-6828



Yuba County Sheriff's Department


(454-1015) Adopt... - 1 of 4

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: JILL ABEL, DIRECTOR OF HUMAN RESOURCES
STEVE DURFOR, SHERIFF/CORONER 

DATE: OCTOBER 13, 2015

RE: RESOLUTION AMENDING THE CLASSIFICATION SYSTEM – BASIC
SALARY/HOURLY SCHEDULE AS IT RELATES TO CORRECTIONAL
FACILITY REGISTERED NURSE

Recommendation

Adopt the attached resolution amending the Classification System – Basic Salary/Hourly Schedule as it relates to the Correctional Facility Registered Nurse effective November 1, 2015.

Background

The Classification System – Basic Salary/Hourly Schedule is periodically updated by resolution as classification studies are completed, employee contracts are finalized and for other administrative purposes.

Discussion

The Classification System – Basic Salary/Hourly Schedule has two non-supervising Registered Nurse positions, one is simply titled Registered Nurse and the other is titled Correctional Facility Registered Nurse. The Correctional Facility Registered Nurse was developed to describe the unique working conditions and clients and was originally paid 6 percent more than the general Registered Nurse position. The position is flexibly staff with either a Correctional Facility Registered Nurse or a Correctional Facility Licensed Vocational Nurse; however, over the past several years, no Registered Nurses have applied and the positions have been exclusively filled with Licensed Vocational Nurses.

Unfortunately, as salary adjustments were made for the general Registered Nurse position, the adjustments were not reflected on the salary schedule for the Correctional Facility Registered Nurse classification. This oversight was likely due to the position being vacant.

The table below shows the pay for both classifications over the past 10 years. As the chart indicates, the Correctional Facility RN position has not kept pace with the general RN position. This pay disparity has recently become an issue because one of the Correctional Facility Licensed Vocational Nurses (LVN) has been studying to get Registered Nurse certification. The LVN would like to continue employment with the jail following her certification but should be paid at least equivalent to the general Registered Nurse. The attached resolution simply brings parity to the two like positions.

	2006	2007	2008	2009	2011	2012	2013	2014	2015
RN	\$3,554	\$4,079	\$4,329	\$4,329	\$4,329	\$4,729	\$4,966	\$4,966	\$4,966
CF RN	\$3,770	\$4,079	\$4,329	\$4,329	\$4,329	\$4,329	\$4,546	\$4,546	\$4,546
Diff	\$216	\$0.00	\$0.00	\$0.00	\$0.00	-\$400	-\$420	-\$420	-\$420

Fiscal Impact

There is no fiscal impact at the time of adoption of this resolution. There will be a fiscal impact when the position is filled, but that impact is unknown since the salary will be dependent on the selected candidate.

**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 November 1, 2015.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
CFRN	Correctional Facility RN	4	4,546	26.23	N	9410

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
CFRN	Correctional Facility RN	4	4,966	28.65	N	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2015 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: _____


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YUBA COUNTY

Digital

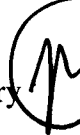
LAW LIBRARY

RECEIVED

(455-1015) Recei... - 1 of 12

Clerk/Board of Supervisors

TO: Yuba County Board of Supervisors

FROM: John Whidden, President, Yuba County Digital Law Library 

SUBJECT: Yuba County Digital Law Library Annual Report FY 2014-2015

DATE: October 13, 2015

Recommendation:

Receive Yuba County Digital Law Library's Annual Report for fiscal year 2014-2015.

Background:

California Business and Professions Code Section 6349 requires the Law Library Board of Trustees, on or before the 15th day of October of each year, to present to the Board of Supervisors of the county in which the law library is maintained a report for the preceding fiscal year ending on the 30th day of June.

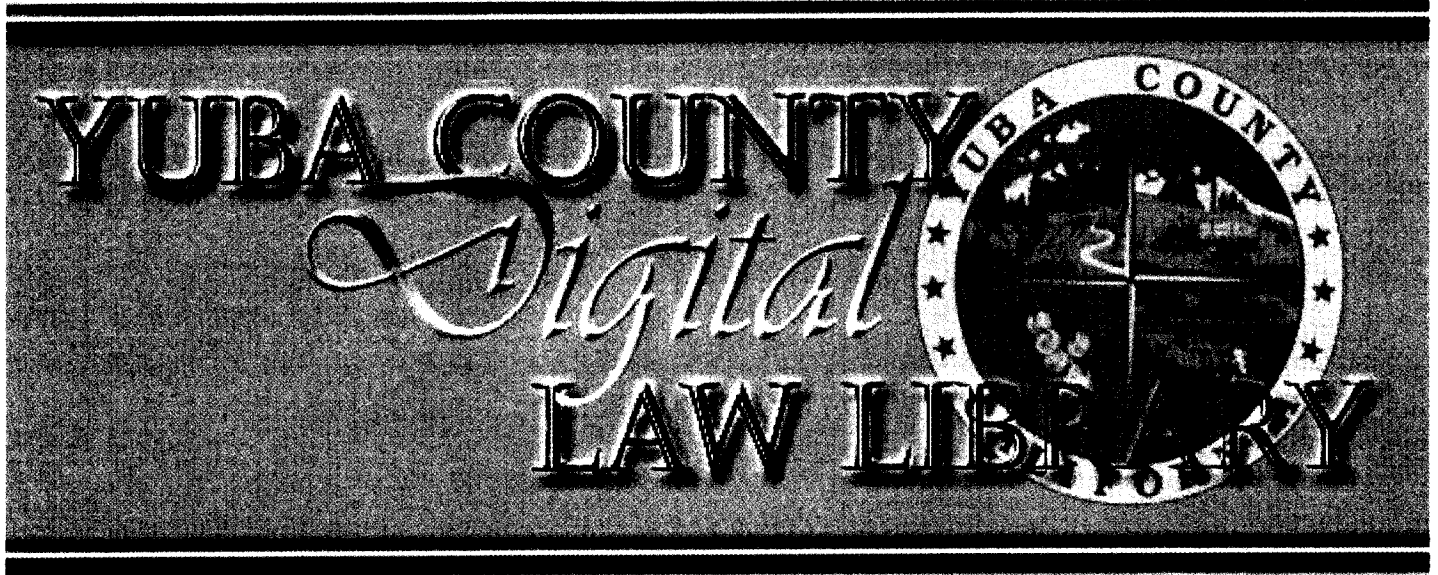
The report shall give the condition of the account, complete with financial information of receipts and expenditures, along with any other information that might be of interest.

Discussion:

The Yuba County Digital Law Library respectfully presents to the Yuba County Board of Supervisors the Law Library 2014-2015 Annual Report. This report details the events and decisions that helped to carry out the Law Library's objective to make online legal research available to the residents of the County. The report also contains the financial information for fiscal year 2014-2015.

Fiscal Impact:

None.



ANNUAL REPORT

FISCAL YEAR

2014 – 2015

INTRODUCTION

The Yuba County Digital Law Library is established under the authority of Chapter 5, Division 3, of the California Business & Professions Code, Sections 6300, et seq.

The following annual report for the fiscal year ending June 30, 2015, is prepared pursuant to the provisions of Sections 6349 and 6350 of the California Business & Professions Code.

BOARD OF LAW LIBRARY TRUSTEES

John Whidden, Esq., President

Mark Woods, Esq., Vice President

The Honorable Debra Givens

Brenda Smith, Esq.

Carl Lindmark, Esq.

Thomas Angell, Esq.

Christopher Pallone, Esq.

LAW LIBRARY SECRETARY

Erika Stedman, Legal Services Coordinator

YUBA COUNTY DIGITAL LAW LIBRARY

Summary of Fiscal Year 2014 - 2015

GOALS OF THE BOARD OF TRUSTEES

“THE OBJECTIVE OF THE YUBA COUNTY LAW LIBRARY IS TO MAKE AVAILABLE TO ALL RESIDENTS OF THE COUNTY AN INNOVATIVE ONLINE LEGAL RESEARCH DATABASE TO ASSIST IN THE PERFORMANCE OF LEGAL RESEARCH AND PRACTICE.”

- Yuba County Digital Law Library Objective
Adopted October 2009

The Yuba County Digital Law Library (hereinafter “Law Library”) recognizes that the needs of the community and the methods of conducting legal research are forever changing. The Law Library’s objective is to provide a beacon for current service and future planning.

This report highlights the events and decisions that helped the Board of Trustees carry out its objective and lay the foundation for exciting changes ahead.

LEGAL RESEARCH PROVIDERS

CEB

In October 2013, the Law Library approved renewing a one-year contract with OnLAW database, from California’s Continuing Education

of the Bar (CEB). OnLAW provides access to more than 140 of CEB's California practice guides. OnLAW's "libraries" organize the CEB guides by practice area, namely: business law; criminal law; estate planning; family law; litigation; and real property law.

The guides are complete and up-to-date online versions of CEB's print practice guides. They serve as an excellent resource for the community to conduct legal research.

WESTLAW

Westlaw provided the additional information in regards to the price change of adding a fourth location and on February 16, 2011, the Board of Trustees accepted the Westlaw offer for legal research services provided to four computers and entered into a three year contract with Westlaw. On June 10, 2014, the Board of Trustees renewed the Westlaw contract for another three years.

Westlaw provides the following content: California Core material (California Statutes Annotated; California Cases; California Court Rules-State, Federal and Local; California Attorney General Opinions; California Administrative Code; California Journals and Law Reviews and Key Cite); California Federal Material (All District Court Cases; All Supreme Court Cases; 9th Circuit Cases and USCA); California Jurisprudence; Rutter California Practice Guide; Witkin; and Miller & Starr.

ESSENTIAL FORMS

In February 2011, Martin Dean Essential Forms provided their software free of charge to be installed on all Law Library computers. Essential Forms provides every form issued by the Judicial Council, along

with additional Non-Judicial Forms. Essential Forms also provides local forms. The forms are updated every January and July.

NOLO PRESS

The e-books installed on all Law Library computers are: How to Probate an Estate in California; California Workers' Comp; Nolo's Guide to California Law; California Tenants' Rights; The California Landlord's Law Book (Rights & Responsibilities); The California Landlord's Law Book (Evictions); How to Change Your Name in California; Fight Your Ticket and Win in California; Everybody's Guide to Small Claims Court in California; Living Wills and Powers of Attorney for California; The Guardianship Book for California; Prenups for Partners; California Mechanics' Lien Kit for Homeowners; and Win Your Lawsuit (Sue in California Superior Court without a Lawyer).

COMPUTERS AND EQUIPMENT

The Yuba County Digital Law Library has the following equipment located at the following sites:

GOVERNMENT CENTER-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 2MHWNK1 in place for Public access in the lobby.
- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9P80968 in place for Public use in the lobby.

COURTHOUSE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #1MHWNK1 in Attorney's Room on the 2nd floor.
- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9919435 in Attorney Room on the 2nd floor.

YUBA COUNTY LIBRARY-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #4MHWNK1 between two Public use computers (G & H).

IN STORAGE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1
- HP Jetdirect EW2500 802.11g Printer Server, Serial number/Security ID:CNOB4C80E6
- HP LaserJet P2055dn Printer, Serial Number/Security ID: CNBJ631094

There are a total of four computers with monitors and accessories and three printers. Locks have been purchased for computers.

YUBA COUNTY DIGITAL LAW LIBRARY LOCATIONS

Computers are operational at the Yuba County Public Library, the Courthouse Attorney Room, and the Yuba County Government Center.

BOARD OF TRUSTEES AND LAW LIBRARY STAFF CHANGES

At the start of the fiscal year, the Board of Trustees consisted of the following members: Honorable Debra Givens, Brenda Smith, Mark Woods, Thomas Angell, John Whidden, and Carl Lindmark. The Law Library Secretary was Erika Stedman.

May 2015 was the last month Thomas Angell served on the Law Library Board of Trustees.

Christopher Pallone was appointed to serve on the Law Library Board of Trustees in June 2015.

FINANCES

Finances for the 2014-2015 fiscal year were submitted and reported monthly in the financial reports of the Secretary of the Board of Law Library Trustees.

Attached is the financial statement summary and detailed report for fiscal year 2014-2015.

FUTURE GOALS

The Board of Trustees looks forward to the future of the Yuba County Digital Law Library. The need for legal resources to be available to all citizens of Yuba County is imperative. With multiple locations in Marysville, the Board would like to focus on placement of computer terminals in Brownsville, Wheatland and Plumas Lake.

Additionally, in the upcoming fiscal year the Board of Trustees would like to create more advertising so that Yuba County residents are aware that these resources are available to them. Along with advertising to raise awareness of the resources available, the Board of Trustees would

like to create a website detailing all the Yuba County Digital Law Library has to offer.

Finally, the Board of Trustees look forward to offering more training similar to the CEB OnLAW training that was offered in January 2011. This would include trainings from both Westlaw and CEB OnLAW and these trainings would be offered at different areas around Yuba County.

CONCLUSION

A County Law Library is an individual's "first step" in accessing justice. The Yuba County Digital Law Library strives to serve the community by providing an easy way for the public to find assistance to guide them through their legal issues. The Law Library also strives to serve attorneys by providing access to tools to best represent their clients. The accomplishments during Fiscal Year 2014-2015 succeeded in fulfilling the objective of the Yuba County Digital Law Library. The Board of Trustees looks forward to continuing this progress in the upcoming fiscal year.

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT FOR FISCAL YEAR 2014-2015

SUMMARY:

BALANCE JULY 1, 2014	\$	154,078.48
Receipts	\$	20,681.96
SUBTOTAL	\$	174,760.44
Total Disbursements/Deductions	\$	14,267.67
BALANCE JUNE 30, 2015	\$	160,492.77

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - RECEIPTS

Court Filing Fees	\$	19,246.05
Other	\$	1,435.91
Interest		1,150.36
Disbursement Delinquent Shasta Co.		0.82
Refund from West		284.73
TOTAL RECEIPTS	\$	20,681.96

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - DISBURSEMENTS

Library Resources		\$ 9,848.62
CEB OnLaw Subscription (1 year)	\$ 1,058.33	
Westlaw (Services Provided to 4 Computers)	\$ 8,790.29	
Personnel		\$ 3,600.00
Payroll	\$ 3,600.00	
Other		\$ 819.05
New Computer	\$ 804.57	
Supplies	14.48	
TOTAL EXPENDITURES		\$ 14,267.67

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

STAFF REPORT

Date: October 13, 2015

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

Re: MOU between the County of Yuba, the Foothill Fire Department, the Camptonville Volunteer Fire Department, the Loma Rica/Browns Valley Community Services District and the Dobbins/Oregon House Fire Protection District.

Recommendation:

It is recommended that the Board of Supervisors approve an MOU between the County of Yuba, the Foothill Fire Department, the Camptonville Volunteer Fire Department, the Loma Rica/Browns Valley Community Services District and the Dobbins/Oregon House Fire Protection District regarding the Cooperative Fire Dispatch Agreement with the California Department of Forestry (Cal Fire).

Background:

For nearly 30 years the County of Yuba has supported the five foothill fire districts by entering into the Cooperative Fire Dispatch Agreement with Cal Fire for the purpose of providing dispatch services within the sphere of influence of the five fire districts at no cost to the districts. The County of Yuba is currently under a three year contract with Cal Fire to provide these services. Historically there has been no agreement between the fire districts and the County of Yuba outlining the aforementioned services.

Discussion:

The County Administrator and Emergency Services staff has met with the five fire districts to discuss the need for a written agreement. All parties agreed that such an agreement was necessary. Emergency Services staff drafted this MOU and has received signed MOUs from the Foothill Fire Department, the Camptonville Volunteer Fire Department, the Loma Rica/Browns Valley Community Services District and the Dobbins/Oregon House Fire Protection District. Per the Smartsville Fire Chief, the Smartsville Fire Protection District will not sign the MOU as drafted. No specifics as to why were provided to staff.

Committee:

No committee action was taken.

Fiscal Impact:

The County of Yuba is currently in the second year of a three year contract with Cal Fire for the dispatch services in question. The total contract is not to exceed \$180,739.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL FIRE DEPARTMENT
AND
THE COUNTY OF YUBA**

This Memorandum of Understanding (MOU) is effective February 1, 2015, by and between the Foothill Fire Department (hereinafter "the District") and the County of Yuba (hereinafter "County") for the purpose of memorializing the County's commitment to maintaining emergency dispatch system services for the benefit of County residents.

RECITALS

WHEREAS, the County has historically provided funds and other resources and has paid for emergency dispatch services for all unincorporated areas of the County, to include the District; and

WHEREAS, dispatch services for the District as well as the Foothill districts have been provided by the California Department of Forestry and Fire Protection through its Cal Fire Yuba, Placer, Nevada Unit's Emergency Communication Center; and

WHEREAS, emergency dispatch services have been provided to other County residents through the Yuba County Sheriff's Office; and

WHEREAS, the County desires to have a Memorandum of Understanding formally recognizing it as having authority to contract with the California Department of Forestry and Fire Protection on behalf of the District.

NOW, THEREFORE, the District and the County mutually agree as follows:

1. DESIGNATED REPRESENTATIVES

The Chairperson or his/her designee of the Foothill Fire Department Board of Directors is authorized representative of the District. The Chairperson of the County Board of Supervisors or his/her designee is the representative of the County. Changes in designated Representatives' shall occur only by advance written notice to the other party.

2. OBLIGATIONS

The County is hereby authorized to contract with the California Department of Forestry and Fire Protection so as to pay for and provide for the maintenance of efficient consolidated emergency dispatch services for the benefit of all of its County residents (including those who reside within the District).

3. GENERAL PROVISIONS

- A. This MOU may be terminated by either party upon 180 days advance written notice to the designated representative as stated in Section 1 of this MOU.
- B. It is understood that this MOU shall become null and void should dissolution of the District occur.
- C. This MOU does not supersede, modify or change any prior agreements, discussions, commitments, representations, written, oral or otherwise between the parties hereto and is solely for the purpose of memorializing the relationship between the County and District so as to confirm that the County may contract directly with the California Department of Forestry and Fire Protection on behalf of the District. The termination of this MOU shall have no affect whatsoever on prior agreements, discussions, commitments, representations or agreements whether oral, written or otherwise.

4. NOTICES:

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

Notices shall be addressed as follows:

(456-1015) Appro... - 5 of 14

If to the District:

Fire Chief
Foothill Fire Dept
16796 Willow Glen Rd
Brownsville, CA 95919

If to the County:


County Administrator
Director of OES
County of Yuba
915 8th Street, Suite 115
Marysville CA 95901

With a copy to:

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

IN WITNESS WHEREOF, this MOU has been executed as follows:

APPROVAL

 Chief/Manager

BY Eldon B. Beunker
Foothill Fire District

4-13-15
Date

APPROVAL

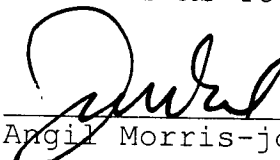
By _____,
Chairman
Yuba County Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Angil Morris-jones

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CAMPTONVILLE FIRE DEPARTMENT
AND
THE COUNTY OF YUBA**

This Memorandum of Understanding (MOU) is effective February 1, 2015, by and between the Camptonville Fire Department (hereinafter "the District") and the County of Yuba (hereinafter "County") for the purpose of memorializing the County's commitment to maintaining emergency dispatch system services for the benefit of County residents.

RECITALS

WHEREAS, the County has historically provided funds and other resources and has paid for emergency dispatch services for all unincorporated areas of the County, to include the District; and

WHEREAS, dispatch services for the District as well as the Foothill districts have been provided by the California Department of Forestry and Fire Protection through its Cal Fire Yuba, Placer, Nevada Unit's Emergency Communication Center; and

WHEREAS, emergency dispatch services have been provided to other County residents through the Yuba County Sheriff's Office; and

WHEREAS, the County desires to have a Memorandum of Understanding formally recognizing it as having authority to contract with the California Department of Forestry and Fire Protection on behalf of the District.

NOW, THEREFORE, the District and the County mutually agree as follows:

1. DESIGNATED REPRESENTATIVES

The Chairperson or his/her designee of the Camptonville Fire Department Board of Directors is authorized representative of the Camptonville Fire Department. The Chairperson of the County Board of Supervisors or his/her designee is the representative of the County. Changes in designated Representatives' shall occur only by advance written notice to the other party.

2. OBLIGATIONS

The County is hereby authorized to contract with the California Department of Forestry and Fire Protection so as to pay for and provide for the maintenance of efficient consolidated emergency dispatch services for the benefit of all of its County residents (including those who reside within the District).

3. GENERAL PROVISIONS

- A. This MOU may be terminated by either party upon 180 days advance written notice to the designated representative as stated in Section 1 of this MOU.
- B. It is understood that this MOU shall become null and void should dissolution of the Camptonville Fire Department occur.
- C. This MOU does not supersede, modify or change any prior agreements, discussions, commitments, representations, written, oral or otherwise between the parties hereto and is solely for the purpose of memorializing the relationship between the County and District so as to confirm that the County may contract directly with the California Department of Forestry and Fire Protection on behalf of the District. The termination of this MOU shall have no affect whatsoever on prior agreements, discussions, commitments, representations or agreements whether oral, written or otherwise.

4. NOTICES:

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

Notices shall be addressed as follows:

(456-1015) Appro... - 8 of 14

If to the District:

Camptonville Fire Department
PO BOX 37
Camptonville, CA 95922

If to the County:

County Administrator
Director of OES
County of Yuba
915 8th Street, Suite 115
Marysville CA 95901

With a copy to:

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

IN WITNESS WHEREOF, this MOU has been executed as follows:

APPROVAL

BY 
Camptonville Fire Dept

3/16/15.
Date

APPROVAL


By _____,
Chairman
Yuba County Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Angia Morris-jones

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LOMA RICA/BROWNS VALLEY COMMUNITY SERVICES DISTRICT
AND
THE COUNTY OF YUBA**

This Memorandum of Understanding (MOU) is effective February 1, 2015, by and between the Loma Rica/Browns Valley Community Services District (hereinafter "the District") and the County of Yuba (hereinafter "County") for the purpose of memorializing the County's obligations and commitment to maintaining emergency dispatch system services for the benefit of County residents.

RECITALS

WHEREAS, the County has historically provided funds and other resources and has paid for emergency dispatch services for all unincorporated areas of the County, to include the District; and

WHEREAS, dispatch services for the District as well as the Foothill districts have been provided by the California Department of Forestry and Fire Protection through its Cal Fire Yuba, Placer, Nevada Unit's Emergency Communication Center; and

WHEREAS, emergency dispatch services have been provided to other County residents through the Yuba County Sheriff's Office; and

WHEREAS, the County desires to have a Memorandum of Understanding formally recognizing it as having authority to contract with the California Department of Forestry and Fire Protection on behalf of the District.

NOW, THEREFORE, the District and the County mutually agree as follows:

1. DESIGNATED REPRESENTATIVES

The Chairperson or his/her designee of the LRBV CSD Board of Directors is authorized representative of the LRBV CSD. The Chairperson of the County Board of Supervisors or his/her designee is the representative of the County. Changes in designated Representatives' shall occur only by advance written notice to the other party.

2. OBLIGATIONS

The County is hereby authorized to contract with the California Department of Forestry and Fire Protection so as to pay for and provide for the maintenance of efficient consolidated emergency dispatch services for the benefit of all of its County residents (including those who reside within the District).

3. GENERAL PROVISIONS

- A. This MOU may be terminated by either party upon 180 days advance written notice to the designated representative as stated in Section 1 of this MOU.
- B. It is understood that this MOU shall become null and void should dissolution of the LRBV CSD occur.
- C. This MOU does not supersede, modify or change any prior agreements, discussions, commitments, representations, written, oral or otherwise between the parties hereto and is solely for the purpose of memorializing the relationship between the County and District so as to confirm that the County may contract directly with the California Department of Forestry and Fire Protection on behalf of the District. The termination of this MOU shall have no affect whatsoever on prior agreements, discussions, commitments, representations or agreements whether oral, written or otherwise.

4. NOTICES:

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

Notices shall be addressed as follows:

(456-1015) Appro... - 11 of 14

If to the District:

Loma Rica Browns Valley CSD
Jacqueline Poggi, General Manager
11485 Loma Rica Rd
Marysville CA 95901

If to the County:

County Administrator
Director of OES
County of Yuba
915 8th Street, Suite 115
Marysville CA 95901

With a copy to:

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

IN WITNESS WHEREOF, this MOU has been executed as follows:

APPROVAL

BY Cathy Kattuah
Cathy Kattuah, Chairman of the Board
Loma Rica/Browns Valley CSD

10-24-2014
Date

APPROVAL

By _____,
Chairman
Yuba County Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

[Signature]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DOBBINS / OREGON HOUSE FIRE DIST
AND
THE COUNTY OF YUBA**

This Memorandum of Understanding (MOU) is effective February 1, 2015, by and between the Dobbins / Oregon House fire Dist (hereinafter "the District") and the County of Yuba (hereinafter "County") for the purpose of memorializing the County's commitment to maintaining emergency dispatch system services for the benefit of County residents.

RECITALS

WHEREAS, the County has historically provided funds and other resources and has paid for emergency dispatch services for all unincorporated areas of the County, to include the District; and

WHEREAS, dispatch services for the District as well as the Foothill districts have been provided by the California Department of Forestry and Fire Protection through its Cal Fire Yuba, Placer, Nevada Unit's Emergency Communication Center; and

WHEREAS, emergency dispatch services have been provided to other County residents through the Yuba County Sheriff's Office; and

WHEREAS, the County desires to have a Memorandum of Understanding formally recognizing it as having authority to contract with the California Department of Forestry and Fire Protection on behalf of the District.

NOW, THEREFORE, the District and the County mutually agree as follows:

1. DESIGNATED REPRESENTATIVES

The Chairperson or his/her designee of the Dobbins / Oregon House Fire Dist Board of Directors is authorized representative of the District. The Chairperson of the County Board of Supervisors or his/her designee is the representative of the County. Changes in designated Representatives' shall occur only by advance written notice to the other party.

2. OBLIGATIONS

The County is hereby authorized to contract with the California Department of Forestry and Fire Protection so as to pay for and provide for the maintenance of efficient consolidated emergency dispatch services for the benefit of all of its County residents (including those who reside within the District).

3. GENERAL PROVISIONS

- A. This MOU may be terminated by either party upon 180 days advance written notice to the designated representative as stated in Section 1 of this MOU.
- B. It is understood that this MOU shall become null and void should dissolution of the District occur.
- C. This MOU does not supersede, modify or change any prior agreements, discussions, commitments, representations, written, oral or otherwise between the parties hereto and is solely for the purpose of memorializing the relationship between the County and District so as to confirm that the County may contract directly with the California Department of Forestry and Fire Protection on behalf of the District. The termination of this MOU shall have no affect whatsoever on prior agreements, discussions, commitments, representations or agreements whether oral, written or otherwise.

4. NOTICES:

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

Notices shall be addressed as follows:

(456-1015) Appro... - 14 of 14

If to the District:

Clerk of the Board
Dobbins / Oregon House
PO BOX 164
Oregon House, CA 95962

If to the County:

County Administrator
Director of OES
County of Yuba
915 8th Street, Suite 115
Marysville CA 95901

With a copy to:

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

IN WITNESS WHEREOF, this MOU has been executed as follows:

APPROVAL

BY  Pete Hammon
Dobbins / Oregon House Fire Dist

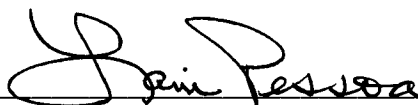
2-26-15
Date

APPROVAL

By _____,
Chairman
Yuba County Board of Supervisors

Date

ATTEST:


Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Angil Morris-jones



Yuba County Sheriff's Department

(457-1015) Adopt... - 1 of 6

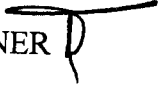
Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

TO: YUBA COUNTY BOARD OF SUPERVISORS

CC: ROBERT BENDORF, COUNTY ADMINISTRATOR

FROM: STEVE DURFOR, SHERIFF/CORONER 

DATE: OCTOBER 13, 2015

RE: EXERCISE EQUIPMENT FOR THE SHERIFF'S DEPARTMENT, YUBA STREET FACILITY

Recommendation

The Board of Supervisors accept a gift of \$10,000 from the Law Enforcement Management and Supervisory Assn (MSA) and the Deputy Sheriff's Assn (DSA) to support the acquisition of exercise equipment for the new Sheriff facility and to approve the cost of the remaining estimate to come from within existing project funds, or if needed, the Capital Improvement Fund, in an amount not to exceed \$54,000.

Background

As anticipated with the design of the new Sheriff's Facility on Yuba Street, space is included to include a fitness room. Sheriff's Department Command Staff and members of the MSA and the DSA have been working together to identify and properly outfit the fitness room. Both member organizations have generously volunteered to participate in contributing to help fund the acquisition of appropriate exercise equipment for the facility.

Discussion

Staying in good physical condition is important for first responders.. A fitness room has been incorporated into the design of the facility located adjacent to the showers and locker rooms to facilitate ongoing physical conditioning. These groups, working together, have identified a broad spectrum of equipment including weights, cardio, treadmills, etc. to meet the diverse conditioning needs of the entire department.

To purchase the equipment and have it received timely, Board approval of the staff recommended actions will allow staff to move forward. The Sheriff's Department has

negotiated a vendor contract for the equipment that is within the Purchasing Agent's authority. A list of items to be purchased is attached.

Fiscal Impact

The total anticipated cost of equipment will be \$63,952.89. The remaining balance due after the contribution of the bargaining units will be first funded through the project if any unallocated funds remain. If no project funds remain, staff is requesting your Board's approval to transfer funds from the Capital Improvement Fund, Fund 200.

Opti-Fit International**PO Box 6716****Folsom, CA 95763****888-601-4350 Toll Free 866-274-3488 Fax****opti-fit.com****Estimate**

Date	Estimate #
7/20/2015	15-968

Name / Address
Yuba County Sheriff's Department Ron Johnson 215 5th St. #150 Marysville, CA 95901

Ship To
Yuba County Sheriff's Department Ron Johnson 215 5th St. #150 Marysville, CA 95901

Lead Time	Terms	Rep	Frame / Upholstery	P.O. Number
3-4 Weeks	50% Deposit / ...	EK	Silver/Black	

Item	Description	Qty	Unit Price	Total
T3x	CARDIO			
E3x.	MATRIX - T3x Treadmill- AC110 (MSRP = \$6,995)	3	3,995.00	11,985.00T
U3x.	MATRIX - E3x Elliptical (MSRP = \$5,995)	2	3,595.00	7,190.00T
Matrix 3 Series.	MATRIX - U3x Upright Cycle (MSRP = \$3,295)	1	1,977.00	1,977.00T
	WARRANTY = 7-Years Motor, 3-Years Parts, 3-Years Labor		0.00	0.00T
G3MSFT3.	STRENGTH			
MG-A47N.	MATRIX - Aura - Functional Trainer 300# (MSRP = \$5,890)	1	4,712.00	4,712.00T
	MATRIX - Magnum Series - Power Rack 8' (No Spotter Stands) (MSRP = \$2,900)	2	1,995.00	3,990.00T
OPT36-6	MATRIX - Dual Sided Fat/Straight Chin Bar, (MSRP = \$690)	1	552.00	552.00T
OPT31	MATRIX - Battle Rope Attachment - MG-A47	1	87.00	87.00T
OPT29	MATRIX - Docking Kit Magnum Power Rack w/o Platform	2	40.00	80.00T
OPT13.	MATRIX - Magnum Land Mine Attachment (MSRP = \$260)	1	160.00	160.00T
OPT3R.	MATRIX - Magnum Series-Reverse Dip Bars	1	292.00	292.00T
MG-A695.	MATRIX - Magnum Series - Flat-to-Incline Bench w/ Horizontal Adjustment (MSRP = \$1,150)	2	920.00	1,840.00T
MG-A85*.	MATRIX - Magnum Series - Multi-Adjustable Bench (MSRP = \$1,050)	2	840.00	1,680.00T
MG-A61*.	MATRIX - Magnum Series - Adjustable Decline Bench (MSRP = \$875)	1	700.00	700.00T
MG-A87*.	MATRIX - Magnum Series - Utility Bench (MSRP = \$600)	1	480.00	480.00T
MG-A93*.	MATRIX - Magnum Series - Back Extension Bench (MSRP = \$875)	1	700.00	700.00T
MG-A84*.	MATRIX - Magnum Series - 2-Tier Dumbbell Rack w/ Saddles (10 pr.) (MSRP = \$915)	2	732.00	1,464.00T
MG-A71.	MATRIX - Magnum Series - Standing Arm Curl (MSRP = \$975)	1	780.00	780.00T
MG-A51.	MATRIX - Magnum Series - Plate Loaded-Leg Press (MSRP = \$3,750)	1	2,995.00	2,995.00T
HD-3200.	HOIST - Lat Pulldown / Mid Row (MSRP = \$2,999)	1	2,199.00	2,199.00T
HD-3400.	HOIST - Leg Extension / Leg Curl (MSRP = \$2,999)	1	2,199.00	2,199.00T
CP-KB-3T-15.	HAMPTON - Kettle Bell Club Pack - 15 piece set w/ one 3T-FLT rack - (5# - 100#) one of each	1	1,353.80	1,353.80T
DPU-5-50.	HAMPTON - Set Includes: 10 pair of dumbbells (5 - 50 in 5# increments)	1	1,155.00	1,155.00T

Estimate valid for 30 days. Typographical errors subject to correction. Fed ID# 45-4551652

"Terms and Conditions of sale which appear on purchaser's document (including purchase orders) and which are inconsistent with these terms shall be voided. Opti-Fit, Inc. may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to Opti-Fit, Inc. credit approval."

Signature _____

Date _____

Subtotal**Sales Tax (7.5%)****Total**



(457-1015) Adopt... - 4 of 6

Opti-Fit International

PO Box 6716

Folsom, CA 95763

888-601-4350 Toll Free 866-274-3488 Fax

opti-fit.com

Estimate

Date	Estimate #
7/20/2015	15-968

Name / Address
Yuba County Sheriff's Department Ron Johnson 215 5th St. #150 Marysville, CA 95901

Ship To
Yuba County Sheriff's Department Ron Johnson 215 5th St. #150 Marysville, CA 95901

Lead Time	Terms	Rep	Frame / Upholstery	P.O. Number
3-4 Weeks	50% Deposit / ...	EK	Silver/Black	

Item	Description	Qty	Unit Price	Total
DPU-55-100.	HAMPTON - Set Includes: 10 pair of dumbbells (55 - 100 in 5# increments)	1	3,255.00	3,255.00T
LJC.	HAMPTON - Lock-Jaw Collar (2") - 1 pair	4	52.00	208.00T
RBP-45.	HAMPTON - 45# Rubber Bumper Plate - Precision Milled Cast Iron (Red)	8	91.00	728.00T
RBP-35.	HAMPTON - 35# Rubber Bumper Plate - Precision Milled Cast Iron (Blue)	4	84.00	336.00T
RBP-25.	HAMPTON - 25# Rubber Bumper Plate - Precision Milled Cast Iron (Yellow)	6	70.00	420.00T
RBP-10.	HAMPTON - 10# Solid Rubber Bumper Plate (Green)	10	70.00	700.00T
RBP-5.	HAMPTON - 5# Solid Rubber Bumper Plate (Black)	6	35.00	210.00T
HOG-R-2.5.	HAMPTON - Rubber Grip 2.5 lb Encased Rubber Coated International Plate	4	0.00	0.00T
IB-35CE.	HAMPTON - "Tri-Trap" Int'l Bar w/ Bearings & Urethane Grips	1	0.00	0.00T
IB-49CE.	HAMPTON - Int'l Bearing Curl Bar w/ Hard Chrome - 28 mm	2	0.00	0.00T
HM-BZB-20KG	OPTI-FIT - 20 kg Black Zinc Bar, Clear Zinc Sleeves	2	0.00	0.00T
XM-100-NUR30	UFG - 30'x1.5" Battle Rope with Protective Sleeve	1	0.00	0.00T
TRXCLUB3.	TRX - Commercial Suspension Trainer (rubber handles, locking carabiner)	2	0.00	0.00T
72-10850-2BB.	BOSU - Basic / With Pump	2	0.00	0.00T
	Subtotal			54,427.80
PMA-Quarterly.	3-Year Quarterly Preventative Maintenance Agreement (\$2100 Value)		0.00	0.00
Delivery & Installat...	Delivery and Installation of equipment (normal delivery conditions)		2,587.00	2,587.00
Freight / Shipping.	Freight / Shipping		2,856.00	2,856.00

Estimate valid for 30 days. Typographical errors subject to correction. Fed ID# 45-4551652

"Terms and Conditions of sale which appear on purchaser's document (including purchase orders) and which are inconsistent with these terms shall be voided. Opti-Fit, Inc. may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to Opti-Fit, Inc. credit approval."

Signature _____

Date _____

Subtotal	\$59,870.80
Sales Tax (7.5%)	\$4,082.09
Total	\$63,952.89

A RESOLUTION OF THE BOARD)	RESOLUTION NO.
OF SUPERVISORS ACCEPTING A)	
GIFT OF \$10,000 PURSUANT TO)	
THEIR POWERS UNDER THE)	
GOVERNMENT CODE §25355 FOR)	
THE PURPOSE OF SUPPORTING A)	
PORTION OF THE ACQUISITION)	
COST OF EXERCISE EQUIPMENT)	
FOR THE NEW SHERIFF FACILITY)	
AND AUTHORIZING THE REMAINING)	
COST ESTIMATE TO BE PAID FROM)	
WITHIN THE EXISTING PROJECT)	
FUNDS, IN AN AMOUNT NOT TO)	
EXCEED \$54,000.)	

WHEREAS, the remaining estimated cost for purchasing the exercise equipment is recommended to come from within existing project funds or if needed, the Capital Improvement Fund, in an amount not to exceed \$54,000.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Yuba, acting pursuant to their powers under the Government Code §25355 hereby accepts the gift of \$10,000 from the Law Enforcement Management and Supervisory Association (MSA) and the Deputy Sheriff's Association (DSA) for the specific purpose of supporting a portion of the acquisition cost of exercise equipment for the new Yuba County Sheriff's Facility.

BE IT FUTHER RESOLVED AND ORDERED that the Board of Supervisors of the County of Yuba hereby authorizes that the remaining estimated cost for purchasing the exercise equipment for the new Sheriff's Facility to be paid out of funds within the existing project budget or the Capital Improvement Fund, in an amount not to exceed \$54,000.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, held on the _____ day of _____, 2015, by the following vote:

AYES:

NOES:

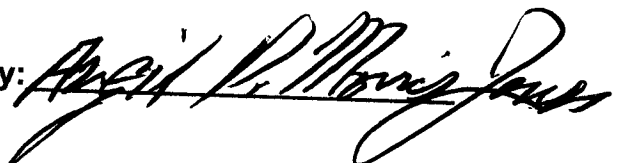
ABSENT:

Mary Jane Griego, Board Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

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

By: 

OFFICE OF YUBA COUNTY COUNSEL

(448-1015) Ordin... - 1 of 8



TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel

DATE: October 6, 2015

SUBJECT: Public Hearing to Adopt Animal Noise Ordinances re Dog Barking

Recommendation:

On behalf of the Animal Care Services Division of the Yuba County Sheriff's Department it is recommended that the Board of Supervisors adopt the two (2) attached Ordinances which would add to and amend sections of Chapter 8.05 of Title VIII of the Yuba County Code.

Background and Discussion:

At the September 1, 2015 Board of Supervisors' Meeting, the Board received an oral report from Capt. Long regarding various Dog Barking Ordinances that are used by different counties and cities in California. Capt. Long gave the Board an overview of possible amendments to the County's Animal Noise Ordinance. Capt. Long's stated, during his presentation, what he had learned from his research and review of the ordinances that were easier to enforce and had proven to be more effective.

The Board gave Capt. Long direction, with the assistance of County Counsel, to return in October with the ordinances that he recommended as amendments to the Yuba County Ordinance Code.

A summary of each of the two recommended proposed ordinances are as follows:

- (1) An ordinance which would add Section 8.05.325 defining an incessant dog barking as a violation and establishing an enforcement procedure for the breach of the peace; and
- (2) An ordinance which would amend Section 8.05.320 by reducing the violation from a misdemeanor to an infraction, which will make it easier to enforce.

Fiscal Impact: None

Committee Action: None, as the ordinances were drafted at the Board's direction.

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ORDINANCE NO. _____

**ADDING SECTION 8.05.325 OF CHAPTER 8.05 TO TITLE
VIII OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO BARKING DOGS**

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 _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

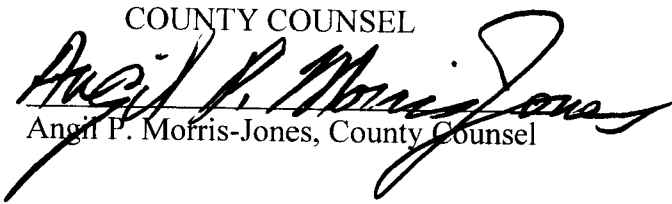
ABSTAIN:

Chairman of the Board of
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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


Angil P. Morris-Jones, County Counsel

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

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 8.05.325 of Chapter 8.05 to Title VIII of the Yuba County Ordinance Code is hereby added to read as set forth below:

8.05.325. Barking Dogs

(a) Definition.

"Barking dog" means a dog that barks, bays, cries, howls or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking for ten (10) minutes or more in any one hour period, or intermittent barking for ten (10) minutes or more during any one hour period. A dog shall not be deemed a "barking dog" for purpose of this section if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is teased or provoked by someone other than the owner.

(b) Applicability.

- (1) This section is applicable in the unincorporated areas of Yuba County.
- (2) This section makes any violation of keeping, maintaining, or permitting a barking dog an infraction subject to a fine.
- (3) This section establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of civil fines for barking dog violations pursuant to Government Code section 53069.4 and the County's plenary police power.

- (4) The issuance of an infraction citation under this section is solely at the County's discretion and is one option the County has to address barking dog violations. By adopting this section, the County does not intend to limit its discretion to utilize any other remedy, civil or criminal, including public nuisance remedies.
- (5) The purpose of this section is to encourage voluntary and complete compliance with the provisions of this section and to eliminate nuisances for the protection and benefit of the entire community.
- (6) This section does not apply to dogs that are assisting the owner or responsible person in charge of livestock or ranch operations in the herding or guarding of such livestock or ranch operations.

(c) Barking dog complaint procedure.

- (1) A barking dog complaint is initiated by a complaint filed online or by mail on the forms provided by Animal Care Services.
 - (i) Upon filing of an initial complaint, an Animal Care Services officer will make a personal visit with the dog owner or responsible person to offer information about a dog violation and infraction fine and to provide educational materials and information on dog training courses and trainers.
 - (ii) From the day of the visit, the dog owner or responsible person is allowed ten (10) days to remedy the barking violation.
- (2) If after ten (10) days from the day of the visit the barking violation continues, the original complainant must file a second complaint by mail on forms provided by the department.
 - (i) Upon second complaint, the original complainant must sign a sworn affidavit, under penalty of perjury, that the dog barking is violating the county ordinance.
 - (ii) An Animal Care Services officer will then make a second visit with the dog owner or responsible person and may issue an infraction citation for the barking dog violation.

(d) Barking dog citation—General.

- (1) Any Animal Care Services officer has the authority to issue an infraction citation to any responsible person for a barking dog violation that the Animal Care Services officer did not see or hear occur but is based on a complaint, signed under penalty of perjury by the persons who have been disturbed by the barking dog.
 - (i) A responsible person to whom an infraction citation is issued shall be liable for and shall pay to the County the fine or fines described in the barking dog citation when due.

- (ii) Where the responsible person is a minor under the age of eighteen (18) years, the minor's parents or legal guardian shall be liable for and held responsible for payment of their minor child's citation fines and/or late penalties.
 - (iii) In any case, the responsible person (by his/her parents when the responsible person is under the age of eighteen (18)) shall have the right to contest the infraction citation in court.
- (2) Each day a barking dog violation exists beyond the initial ten (10) calendar day period allowed for correction, shall be a separate violation and be subject to a separate citation and fine. A barking dog civil citation may include a violation for one (1) or more days on which a violation exists, and for violation of one (1) or more code sections.

(e) Barking dog citation—Contents.

Each barking dog citation shall contain the following information:

- (1) Dates on which the complaints established the barking dog violation(s).
- (2) Name of the responsible person for the barking dog violation(s) (if known).
- (3) Address where the barking dog violation(s) occurred.
- (4) The code section(s) violated.
- (5) Whether the violation(s) were established by complainants.
- (6) Amount of the fine for the violation(s) and procedure to pay the fine to avoid a late payment penalty.
- (7) Designation of prior citations issued for the same code violation(s), if known by the Animal Care Services officer.
- (8) Notification of the procedure for requesting a hearing where the infraction may be contested, including the date by which such request must be made.
- (9) A notice that a barking dog violation is a nuisance and that collection of unpaid fines and/or penalties can result in additional fines and penalties.
- (10) Signature of the Animal Care Services officer who issued the barking dog infraction fine.
- (11) Date upon which the barking dog infraction fine was issued.
- (12) Proof of service to be completed by the Animal Care Services officer indicating whether citation was issued by personal service, by mail, or by posting in a conspicuous place on the property where the barking dog violation occurred.
- (13) A self-addressed envelope in which the violator can mail the infraction fine to the department if the citation is not contested.

- (14) Any other information deemed necessary by the department for enforcement or collection purposes.

(f) Service of barking dog citation.

A barking dog citation may be served as follows:

- (1) An Animal Care Services officer may personally serve the barking dog citation on the responsible person. The responsible person shall be requested to sign a copy of the citation showing his or her receipt of the citation and notice of the responsible person's right to a court trial. Signing the citation shall not constitute an admission of guilt. A refusal to sign does not invalidate service of the citation.
- (2) An Animal Care Services officer may mail the infraction citation by certified mail, return receipt requested, if the property owner and/or occupier's name is known but the violator is not present when personal service is attempted. The citation shall be mailed to the address where the barking dog violation occurred.
- (3) An Animal Care Services officer may post a copy of the barking dog citation in a conspicuous place on the property where the barking dog violation occurred if the property owner and/or occupier's name is unknown. In this event, the citation shall also be mailed by certified mail, return receipt requested to the owner of the property where the barking dog violation occurred as reflected on the County's property tax rolls. A copy of the citation shall also be mailed within twenty-four (24) hours of posting the citation addressed to "Resident" at the address where the barking dog violation occurred.

(g) Amount of barking dog civil fines.

Violations of this section shall be an infraction. Fines for violating the provisions of this section shall be progressively increased based on the number of violations occurring within the same twelve-month period as follows:

First violation	\$100.00
Second violation in 12 months	\$200.00

Third and each subsequent violation in 12 months	\$500.00
Barking Dog Infraction Fines	

(h) Payment of barking dog infraction fines.

- (1) After receiving a barking dog violation citation, a violator may respond by either of the following methods:
 - (i) The violator may choose to correct the barking dog violation and pay the barking dog citation fine without contesting the fine in court. In that event, payment of the citation fine must be made to the Yuba County Superior Court prior to the date contained in the citation by which the responsible party must request a court trial to contest the fine.
 - (ii) A violator may choose to request court trial by the date contained in the citation. In that event, the fine is due and payable to the court at the conclusion of the trial if the judge upholds the barking dog citation.
 - (A) The judge may allow the violator an additional period of time in which to pay the fine if the judge finds that such additional time for payment is necessary.
- (2) Fines for barking dog violations must be received by the court within fifteen (15) days of the date they are due as specified in subparagraph (a)(1) or (a)(2) above.
- (3) The issuance of a barking dog citation and/or payment of a fine shall not bar the county from taking any other enforcement action regarding a barking dog violation that is not corrected, including issuing additional barking dog citations and/or criminal complaints.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

ORDINANCE NO. _____

AMENDING
SECTION 8.05.320 OF CHAPTER 8.05 TO TITLE VIII
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO ANIMAL NOISE

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 _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

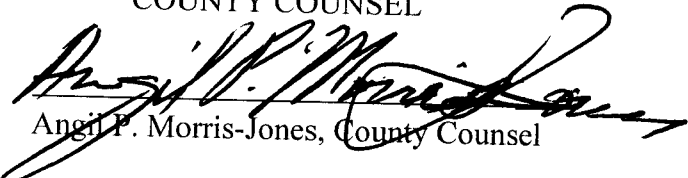
ABSTAIN:

Chairman of the Board of
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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


Angil P. Morris-Jones, County Counsel

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

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 8.05.320 of Chapter 8.05 to Title VIII of the Yuba County Ordinance Code is hereby amended to read as set forth below:

8.05.320. - Animal Noise.

It is unlawful for any person having custody or control of animal to allow, permit or cause the animal to utter any frequent or continuous noise of an irritating, harsh, loud, or raucous nature that disturbs the peace and quiet of any person. Violation of this Section is an infraction.

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.



COUNTY OF YUBA SHERIFF'S DEPARTMENT

ANIMAL CARE SERVICES

CITIZEN COMPLAINT FORM (Print Clearly)

Steven Durfor
SHERIFF CORONER
SHERIFF'S
DEPARTMENT

(449-1015) Ordin... - 3 of 4

MAILING ADDRESS:
Yuba County Sheriff Animal Care Services
5245 Feather River Blvd.
Olivehurst, CA 95961

TELEPHONE: (530) 741-6478

WEBSITE:
www.sheriff.co.yuba.ca.us

Date of Event:

Time of Event:

☐ AM ☐ PM

COMPLAINANT (REPORTING PARTY) INFORMATION

Your Information

COMPLAINANT'S LAST NAME	FIRST NAME	MIDDLE NAME	
PHYSICAL ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (If Different)	CITY	STATE	ZIP CODE
TELEPHONE NUMBERS			
Home () Other ()			

OWNER INFORMATION of PROBLEM ANIMAL(S)

OWNER'S LAST NAME	FIRST NAME	PHONE NUMBER	
ADDRESS OF ANIMAL(S)	CITY	STATE	ZIP CODE

Problem Animal(s) Description: DESCRIPTION OF ANIMAL(S) - TYPE, COLOR, BREED, SEX, NAME

Description of the dog barking incident

*Please include time, date, and duration of the dog barking

Were there any other witnesses? (Provide name, address, and phone numbers)

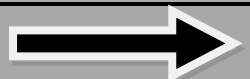
Have you spoken with the owner of the dog? ☐ Yes ☐ No

What other actions have you taken to address the issue?

Describe what happened on the back of this page

Please Use Other Side

MUST SIGN ON BACK



Mail this form to:
Yuba County Animal Care Services
5245 Feather River Blvd.
Olivehurst, CA 95961

For Office Use Only:

Activity # A____ - _____

Scanned ☐ INT_____

What happened? Describe with as much detail as possible. Include any comments made by the party/person Use ONE form for each incident

(449-1015) Ordin... - 4 of 4

Was Sheriff Department contacted about/during this event? ☐ YES ☐ NO

☐ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and I am willing to testify if legal proceedings should be required.

DATE:

SIGNATURE: