

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 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 27, 2015

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 Abe
- 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. [\(475-1015\) Appoint Rick Brown and Dave Gothrow as Reclamation District 784 Trustees for a four year term ending November 2019.](#)
 2. [\(476-1015\) Appoint Nicholas Iacopi and James Hill to the Board of Directors of Ramirez Water District for four year terms ending November 2019.](#)
 - B. Clerk of the Board of Supervisors
 1. [\(477-1015\) Approve meeting minutes of October 13, 2015.](#)
 - C. Community Development and Services
 1. [\(478-1015\) Approve contract change orders for State Route 70/Feather River Boulevard Interchange project and authorize Director of Public Works to sign change orders.](#)
 - D. Clerk Recorder/Elections
 1. [\(479-1015\) Adopt resolution appointing members in lieu of election to the Board of Directors for Special Districts pursuant to Elections Code §10515.](#)
 - E. Health and Human Services
 1. [\(480-1015\) Adopt resolution approving Memorandum of Understanding with Sutter-Yuba Mental Health and any amendments thereto regarding the exchange of confidential information and authorize Chair to execute.](#)
 - F. Human Resources/County Administrator

1. [\(481-1015\) Adopt resolutions amending the Basic Salary Schedule and Department Allocation Schedule as it relates to the Deputy County Administrator position effective October 1, 2015. \(Finance and Administration Committee recommends approval\)](#)
- 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. Sheriff-Coroner/Administrative Services
 1. [\(482-1015\) Approve agreement with Motorola Solutions, Inc. for a simulcast radio system for Yuba County Sheriff and authorize Chair to execute. \(Ten minute estimate\).](#)
- VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.
 - A. [\(483-1015\) Public Hearing - Hold public hearing and adopt resolution amending drainage impact fees for Reclamation District 784 and approving Fee Nexus Study for Basin C-2. \(Roll Call Vote\) \(Ten minute estimate\)](#)
- 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. Personnel pursuant to Government Code §54957 – Department Head Evaluation/Health Officer
 - B. Personnel pursuant to Government Code §54957 – Department Head Evaluation/Agriculture Commissioner
- IX. **1:30 P.M. 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. [1:30 P.M. \(484-1015\) Public Hearing - Hold public hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \\$15,599.79 and the recording of a lien regarding Vacant Lot on Sun Avenue, Linda, Mohammad A. Khan and Lucy Salva. \(Roll Call Vote\) \(30 minutes estimate\)](#)
 - B. [1:30 P.M. \(485-1015\) Public Hearing - Hold public hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \\$ 18,409.05 and the recording of a lien regarding 5919 Park Court, Linda, CA 95901, Diego Araujo Jr. \(Roll Call Vote\) \(30 minutes estimate\)](#)
- X. **ADJOURN**

10/30/15 - 8:30 A.M. TRI-COUNTY OVERSIGHT COMMITTEE

Government Center, Wheatland Room

915 8th Street, Marysville, CA 95901

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.

THIS PAGE INTENTIONALLY LEFT BLANK

475-1015



Yuba County, California

September 21, 2015

RECEIVED

SEP 23 2015

Clerk/Board of Supervisors

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

Re: Election of Trustees

Gentle Persons,

The terms of (2) Trustees of Reclamation District 784 expire this year. On July 31, 2015, I caused to be published in the Appeal Democrat, the necessary notice calling for nomination petitions for the office of Trustee of Reclamation District 784. The deadline for receiving said nominating petitions was 4:00pm, on September 11, 2015.

The notice published in the Appeal Democrat and the Territorial Dispatch also stated that appointment to each office will be made in the event that the number of nomination petitions received does not exceed the number of positions available, or if there are no or an insufficient number of nomination petitions received, and a petition for an election is not filed with the District by September 11, 2015.

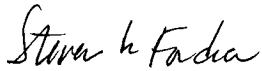
Two nomination petitions were received for the (2) positions that expire this year and in accordance with the provisions of the Reclamation District Act, no election will be necessary.

Since the number of nomination petitions received is the same as the number of positions available, and a petition for an election has not been received, this letter serves as a request, pursuant to Water Code sections 50740, 50741, and 50742, that at your next regular meeting or as soon thereafter as this matter can be placed on the agenda, the Yuba County Board of Supervisors appoint Mr. Rick Brown and Mr. Dave Gothrow as a Reclamation District 784 Trustee to serve for a period of (4) years until 2019. In accordance with Water Code section 50741, the District will publish notice that the general district election for this year has been canceled.

Once appointed, these Trustees will assume office at the December 2015 Reclamation district 784 Board Meeting.

Your assistance in this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Steven L. Fordice".

Steven L. Fordice, Secretary of the Board
Reclamation District 784
1594 Broadway Street,
Arboga, CA 95961



400 Capitol Mall, 27th Floor
Sacramento, CA 95814

T | 916.321.4500
F | 916.321.4555

(476-1015) Appoi... - 1 of 2

Scott A. Morris
smorris@kmtg.com

September 30, 2015

RECEIVED

OCT 01 2015

VIA FACSIMILE AND U.S. MAIL

Clerk/Board of Supervisors

Ms. Donna Stottlemeyer
Clerk of the Board
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901
Facsimile: (530) 749-7353

Re: Request for Appointments to the Ramirez Water District Board of Directors (Elections
Code section 10515)

Dear Ms. Stottlemeyer:

I serve as General Counsel to the Ramirez Water District ("Ramirez"), which is primarily located within Yuba County. Enclosed is a "Certificate of Facts" certifying that as of 5:00 p.m. on the 83rd day before the November 18, 2015 scheduled election, the number of candidates for Ramirez Directors did not exceed the number required to be elected Director. Thus, Ramirez respectfully requests that, the Board of Supervisors for Yuba County at a regular or special meeting held prior to Monday, November 30, 2015 appoint to office those persons set forth in the enclosed Certificate of Facts.

I appreciate your assistance in this matter. Please do not hesitate to contact me if you have any questions or require any additional information.

Respectfully submitted,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation


SCOTT A. MORRIS

SAM

Enclosure

cc: Ramirez Water District
Nicholas Iacopi
James Hill

CERTIFICATION PURSUANT TO ELECTIONS CODE SECTION 10515

Election Date: November 18, 2015
District: Ramirez Water District
Officer Conducting Election: Scott A. Morris, General Counsel

As the officer conducting the election for the above district, I hereby certify that, by 5 p.m. on the 83rd day prior to the day fixed for the general district election, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division. I further certify that no petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the division, requesting that the general district election be held has been presented to me.

✓ I therefore request that the Board of Supervisors, at a regular or special meeting held prior to Monday, November 30, 2015, appoint to the office or offices the person or persons who filed declarations of candidacy, as follows:

No. of Full Terms 2 Until November, 2019

Name: Nicholas Iacopi
Address: 6204 County Road 53
Willows, CA 95988

Name: James Hill
Address: P. O. Box 1588
Monterey, CA 93942

September 30, 2015
Date

Scott A. Morris
Signature

The County of Yuba

BOARD OF SUPERVISORS



OCTOBER 13, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, in special session, commencing at 9:30 a.m. within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Supervisor Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Rachel Ferris. Chair Griego presided.

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

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

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). Supervisor Abe requested term date changed to December, 2016. Approved as amended.

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. Adopted Resolution No. 2015-105, which is on file in Yuba County Resolution Book No. 46.

IV. PUBLIC COMMUNICATIONS: None.

V. COUNTY DEPARTMENTS

A. Board of Supervisors

- 1. (455-1015) Receive Yuba County Digital Law Library Annual Fiscal Year 2014 thru 2015 report. Deputy County Counsel John Whidden recapped membership and current activities including a collaboration with Yuba Community College for a terminal and new computer at that location. Mr. Whidden responded to Board inquiries.

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). Emergency Operations Manager Scott Bryan recapped consolidated dispatch agreements signed by four of the Fire Districts, advising Smartsville Fire Protection District opted to not participate.

Following Board discussion County Administrators office was directed to follow up with Smartsville Fire Protection District and report to the Board in thirty days.

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

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) Sheriff Durfor recapped gift amount received, funds for remaining balance, and responded to Board inquiries.

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

Adopted Resolution No. 2015-106, which is on file in Yuba County Resolution Book No. 46.

VI. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- 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)

The Chair opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
MOVED: Andrew Vasquez SECOND: Randy Fletcher
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1549 which is on file in Yuba County Ordinance Book No. 24.

- B. (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)

The Chair opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
MOVED: Andrew Vasquez SECOND: Randy Fletcher
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1550, which is on file in Yuba County Ordinance Book No. 24.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Nicoletti:

- Tsi Aikem Return of the Salmon ceremony
- Activities of the Homeless ad hoc committee

Supervisor Fletcher:

- UC Davis Field Station tour October 7, 2015
- Toured the Kulu Village at Sycamore Ranch Park
- Public meeting in Loma Rica

Supervisor Griego:

- Memorial Adjournment: Mr. Wayne "Smitty" Smith
- Beale meeting with Olivehurst Public Utilities District regarding wastewater
- SACOG Board meeting Thursday, October 15, 2015

County Counsel Angil Morris-Jones: Naturalization Ceremony 10:00 a.m. Friday October 16, 2015 at Veterans Memorial, Yuba City

County Administrator Robert Bendorf: Employee Recognition Picnic

VIII. CLOSED SESSION The Board retired into closed session at 10:00 a.m. and returned at 11:10 a.m. with all members present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) – One Case By unanimous vote authority and direction was provided.
- B. Pending litigation pursuant to Government Code §54956.9(d)(1) – Messick vs. County of Yuba, et. al. By unanimous vote County Counsel was authorized and directed to seek appellate review to the Third District Court of Appeals on the Judges incorrect ruling in the Messick Case in that the decision is wrong under the law on several grounds.

IX. ADJOURN: 11:11 a.m. in memory of Mr. Wayne "Smitty" Smith.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

THIS PAGE INTENTIONALLY LEFT BLANK

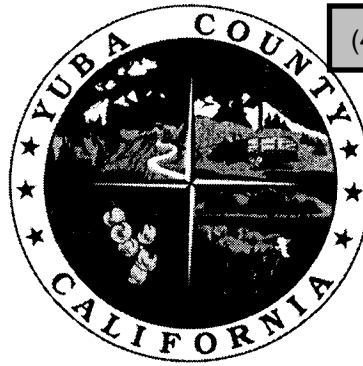
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



478-1015
(478-1015) Appro... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

October 27, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Contract Change Orders for the SR 70 / Feather River Blvd. Interchange Project

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the Contract Change Orders (CCOs) for the SR 70 / Feather River Blvd (FRB) Interchange Project and authorize the Public Works Director to sign the change orders for payment.

BACKGROUND:

Yuba County is completing the interchange at SR 70 and Feather River Blvd. Construction of the project is underway and as is standard with almost all projects change orders are written for additional work as required. Work for these change orders include modifications to curb ramps and pedestrian facilities to meet current ADA standards, extra work required to stay in compliance with the NPDES permit and the Storm Water Pollution Prevention Plan (SWPPP), guard rail extensions, decreased AC and AB removal, price adjustment for AC, and drainage, irrigation and fence work.

DISCUSSION:

Field Orders have been given to the Contractor to perform necessary additional work to complete the project as detailed in the CCOs below:

CCO No. 4: Additional ADA Ramp Work	\$ 1,000.00
CCO No. 7: Additional work to comply with the SWPPP	\$ 100,000.00
CCO No. 11: Guard Rail Extension, Decrease Remove Base and Surfacing and Cold Plane AC Item, Ext. Drainage System #14	\$ 1,129.00
CCO No. 12: AC Payment Adjustment	\$ (-156,788.40)
CCO No. 13: Drainage and Irrigation Work, Additional Fence	\$ 50,125.70
TOTAL:	\$ (-4,533.70)

The cost savings will be split approximately in the following percentages:

Plumas Lake Specific Plan (PLSP)	48%
RSTP Funding	26%
Trade Corridor Improvement Funds (TCIF)	26%

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The approximate cost for each funding source will be PLSP (\$-2,176.18), RSTP (\$-1,178.76) and TCIF (\$-1,178.76).

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba



(479-1015) Adopt... - 1 of 12

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854

Ms. Terry A. Hansen

DATE: October 27, 2015

TO: Board of Supervisors
Yuba County

FROM: Terry A. Hansen, Clerk / Recorder

SUBJECT: Appointments to Fill Vacant Offices

RECOMMENDATION:

Appoint individuals as indicated to fill vacancies pursuant to elections Code §10515.

BACKGROUND AND DISCUSSION:

Elections Code Section 10515 provides for a request that the Board of Supervisors, "at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held."

Attachments:

Resolution to Appoint Individuals to Special District Boards
Certificate of Facts and Request to Fill Vacant Office (5)
Resolution from Special Districts with Recommendations

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

**APPOINT MEMBERS IN LIEU OF)
ELECTION TO THE BOARD OF)
DIRECTORS FOR SPECIAL)
DISTRICTS)**

RESOLUTION NO. _____

WHEREAS, the County Clerk of the County of Yuba has determined the number of candidates for the office of director of the specified districts does not exceed the number of seats to be filled at the forthcoming district election on November 3, 2015; and

WHEREAS, Declarations of Candidacy were filed by the following persons for the district and term set forth below:

District 10/Hallwood Community Services District

Candidate	Term
Joseph Serger	4 Yrs
Peter Hall	4 Yrs

Dobbins-Oregon House Fire Protection District

Candidate	Term
Michael Lee	4 Yrs
Lloyd Appleby	4 Yrs

Camptonville Community Services District

Candidate	Term
Charlotte Jokerst	4 Yrs
Richard Dickard	4 Yrs

WHEREAS, no candidate filed a Declaration of Candidacy for one seat on the Dobbins Oregon House Fire Protection District Governing Board. The district has adopted Resolution 2015-08 dated September 24, 2015 which is attached as Exhibit A, recommending Greg Holman to be appointed to a 4 year term;

WHEREAS, no candidate filed a Declaration of Candidacy for the vacant seat on the Smartsville Fire Protection District Governing Board. The district has adopted Resolution 2015-10 dated September 10, 2015 which is attached as Exhibit B, recommending Kenneth W. Ries to be appointed to a 4 year term;

WHEREAS, no candidate filed a Declaration of Candidacy for one seat on the Camptonville Community Services District Governing Board. The district has adopted Resolution 2015-30 dated October 9, 2015 which is attached as Exhibit C, recommending Wendy Tinnel to be appointed to a 4 year term; and

WHEREAS, no petition has been filed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division, if elected by division, requesting that the district election be held; and

WHEREAS, in this event, Elections Code Section 10515 provides for a request that the Board of Supervisors, “at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.”; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba that the persons listed below are hereby appointed for the terms set forth as director of the specified districts to serve in such capacities from noon on December 4, 2015 until the expiration of the term.

District	Candidate	Term
District 10/Hallwood Community Services District	Joseph Serger	4 Yrs
District 10/Hallwood Community Services District	Peter Hall	4 Yrs
Dobbins-Oregon House Fire Protection District	Michael Lee	4 Yrs
Dobbins-Oregon House Fire Protection District	Lloyd Appleby	4 Yrs
Dobbins-Oregon House Fire Protection District	Greg Holman	4 Yrs
Camptonville Community Services District	Charlotte Jokerst	4 Yrs

Camptonville Community Services District
Camptonville Community Services District
Smartsville Fire Protection District

Richard Dickard 4 Yrs
Wendy Tinnel 4 Yrs
Kenneth W. Ries 4 Yrs

PASSED AND ADOPTED this _____ day of _____, 2015,
by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE DOBBINS/OREGON HOUSE
FIRE PROTECTION DISTRICT TO RECOMMEND AN INDIVIDUAL FOR APPOINTMENT TO THE
BOARD OF DIRECTORS BY THE YUBA COUNTY BOARD OF SUPERVISORS**

Resolution Number: 2015-08

WHEREAS, during the candidate filing period for the November 3, 2015 election for the Board of Directors of the Dobbins/Oregon House Fire Protection District (Board), no candidate filed a declaration of candidacy for the seat with a term ending December 4, 2015; and

WHEREAS, Election Code section 10515 provides that if no person files a declaration of candidacy for an office, the supervising authority, such as the county board of supervisors, must appoint a person to the office; and

WHEREAS, the person appointed by the county board of supervisors must be qualified for that office as of the date when the election would have been held; and

WHEREAS, the Yuba County Registrar of Voters has requested that the Board provide a recommendation to the Yuba County Board of Supervisors regarding whom it should appoint to fill the seat for which no declaration of candidacy was filed;

NOW, THEREFORE, the Board of the Dobbins/Oregon House fire Protection District does resolve as follows:

Section 1. The Board hereby recommends that the Yuba County Board of Supervisors appoint Greg Holman whose address is 9170 Marysville Road, P.O. Box 1119, Oregon House, CA 95962 to the seat on the Board with a term ending December 2019.

PASSED AND ADOPTED THIS 24th day of September 2015, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

FILED

SEP 28 2015

TERRY A. HANSEN, Clerk
BY Anthony Stumacher
Deputy Clerk

I, Lani Pessoa, Clerk of the Board of the Dobbins/Oregon House Fire Protection District, do hereby certify that the foregoing Resolution was voted upon and approved by a majority vote of the Board of the District, on the 24th day of September, 2015; and I further certify the compliance with the laws of the District.

Lani Pessoa
Clerk of the Board

SEP 29 2015

RESOLUTION 2015-10

BY TERRY A. HANSEN, Clerk
[Signature] Deputy Clerk

RESOLUTION OF THE BOARD OF DIRECTORS
SMARTSVILLE FIRE PROTECTION DISTRICT, COUNTY OF YUBA
TO FILL THE VACANT DIRECTOR POSITION

WHEREAS, by the Board of Directors of the Smartsville Fire Protection District of the County of Yuba, State of California, one (1) member of the Board of Directors of the Smartsville Fire Protection District is up for re-election.

BE IT RESOLVED, that the Board of Directors of the Smartsville Fire Protection District does resolve to recommend to the Yuba County Board of Supervisors to appoint the following Director for the terms of the office indicated:

Name	Term
Kenneth W. Ries	Four -Year Term from December 1, 2015 To November 30, 2019.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Smartsville Fire Protection District, County of Yuba, State of California, on this day 10th day of September 2015, by the following vote:

Ayes: Director Ries and Director Center

Noes: X

Absent: Director Switt

APPROVED:

BY: [Signature]
Charles Center Chairperson

ATTEST:

[Signature]
Clerk to the Board

Resolution No. 2015-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMPTONVILLE COMMUNITY SERVICES DISTRICT. TO APPOINT 1 MEMBERS TO THE BOARD OF DIRECTORS.

WHEREAS, one (1) member of the Board of Directors of the Camptonville Community Services District did not file notice for re-election in a timely manner.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Camptonville Community Services District does resolve to recommend to the Yuba County Board of Supervisors to appoint the following Director for the terms of office indicated:

- Wendy Tinnel – 4 years (2019)

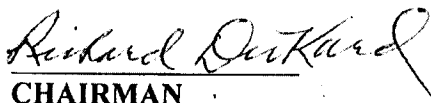
PASSED AND ADOPTED at a meeting of the Board of Directors held on October 9, by the following vote:

AYES: 3

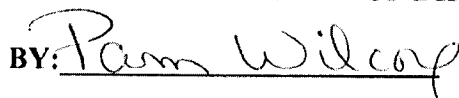
NOES: 0

ABSTAIN: 0

ABSENT: 2


CHAIRMAN

ATTEST:
CLERK OF THE BOARD OF DIRECTORS:

BY: 

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANCY
PURSUANT TO ELECTION CODE §10515**

(479-1015) Adopt... - 8 of 12

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 3, 2015**, the date fixed by Law for the general district election for the office of Director of the **District 10-Hallwood Community Services** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Peter J. Hall	2239 Walnut Ave, Marysville, CA 95901	4 years
Joseph Serger	801 Boyer Rd, Marysville, CA 95901	4 years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/09/2015

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Ashley Stuttmeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANCY
PURSUANT TO ELECTION CODE §10515**

(479-1015) Adopt... - 9 of 12

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 3, 2015**, the date fixed by Law for the general district election for the office of Director of the **Dobbins-Oregon House Fire Protection** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Michael Lee	13835 Yuba Nevada Rd, Dobbins, CA 95935	4 years
Lloyd James Appleby	9708 Yuba Ranch Way, Oregon House, CA 95962	4 years

And ☒ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term
Greg Holman	PO Box 1119, Oregon House, CA 95962	4 years

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/09/2015

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Ashley Sommerer Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VA
PURSUANT TO ELECTION CODE §10515**

(479-1015) Adopt... - 10 of 12

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 3, 2015** the date fixed by Law for the general district election for the office of Director of the **Camptonville Community Services** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Charlotte Jokerst	15347 Cleveland Ave, Camptonville, CA 95922	4 years
Richard Dickard	13747 Moonshine Rd, Camptonville, CA 95922	4 years

And ☒ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term
Wendy Tinnel	13150 Camptonville, Rd, Camptonville, CA 95922	4 years

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/09/2015

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Shelly Stummeyer Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VA
PURSUANT TO ELECTION CODE §10515**

(479-1015) Adopt... - 11 of 12

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 3, 2015**, the date fixed by Law for the general district election for the office of Director of the **River Highlands CSD** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☒ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☐ The person or persons who have filed declarations of candidacy:

Name	Address	Term

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

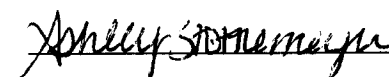
Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/09/2015

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By:  Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VA
PURSUANT TO ELECTION CODE §10515**

(479-1015) Adopt... - 12 of 12

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 3, 2015**, the date fixed by Law for the general district election for the office of Director of the **Smartsville Fire Protection (District)** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☒ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☐ The person or persons who have filed declarations of candidacy:

Name	Address	Term

And ☒ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

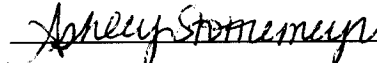
Name	Address	Term
Kenneth W. Ries	8062 Creek Way, Smartsville, CA 95977	4 years

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/09/2015

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By:  Deputy

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



(480-1015) Adopt... - 1 of 30

480-1015

Dr. Nichole Quick, MD, MF
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Tony Roach, Program Manager
Health & Human Services Department

DATE: October 27, 2015

SUBJECT: Resolution Authorizing the Chair to Execute the Memorandum of Understanding with Sutter-Yuba Mental Health and any Amendments thereto

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Resolution authorizing the Chair to enter into and execute the Memorandum of Understanding (MOU) between Yuba County, on behalf of its Health and Human Services Department (YCHHSD), and Sutter-Yuba Mental Health for the exchange of confidential information.

BACKGROUND: Sutter-Yuba Mental Health Services provides mental health services to assist children and their families in maintaining relationships conducive with healthy emotional development. YCHHSD plays a critical role in coordinating care for, and facilitating delivery of, health and education services to foster youth. YCHHSD must be able to disclose relevant information about foster youth and their families to appropriate parties. Disclosures by YCHHSD are limited by state laws that protect the confidentiality of child welfare files generally and by federal and state laws that protect the confidentiality and privilege of certain medical, mental health, substance abuse, and education information housed within those files.

DISCUSSION: YCHHSD would like to enter into a MOU with Sutter-Yuba Mental Health to exchange confidential information in the provision of intensive services to children/youth who are members of the Katie A. Subclass and their families including, but not limited to, Mental Health Wraparound Services, those services as set forth in the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC)," and/or other mental health services as deemed medically necessary.

COMMITTEE: The Human Services Committee was bypassed as this is request with no General Fund impact.

FISCAL IMPACT: Approval of this MOU with Sutter-Yuba Mental Health will not impact County General Funds.

THIS PAGE INTENTIONALLY LEFT BLANK

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

**RESOLUTION AUTHORIZING THE
CHAIR OF THE YUBA COUNTY
BOARD OF SUPERVISORS TO
EXECUTE THE MEMORANDUM OF
UNDERSTANDING WITH SUTTER-
YUBA MENTAL HEALTH FOR THE
EXCHANGE OF CONFIDENTIAL
INFORMATION**

)
)
)
)
)
)
)
)
)
)

RESOLUTION NO. _____

WHEREAS, Yuba County Health and Human Services Department, Child Welfare Services, (YCHHSD), is responsible for administering public assistance programs implemented pursuant to Welfare and Institutions Code Section 16500 et sec.; and

WHEREAS, YCHHSD plays a critical role in coordinating care for, and facilitating delivery of, health and education services to foster youth. YCHHSD must be able to disclose relevant information about foster youth and their families to appropriate parties. Disclosures by YCHHSD are limited by state laws that protect the confidentiality of child welfare files generally and by federal and state laws that protect the confidentiality and privilege of certain medical, mental health, substance abuse, and education information housed within those files; and

WHEREAS, Sutter-Yuba Mental Health Services provides mental health services to assist children and their families in maintaining relationships conducive with healthy emotional development; and

WHEREAS, YCHHSD would like to enter into a Memorandum of Understanding with Sutter-Yuba Mental Health to exchange confidential information in the provision of intensive services to children/youth who are members of the Katie A. Subclass and their families including, but not limited to, Mental Health Wraparound Services, those services as set forth in the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC)," and/or other mental health services as deemed medically necessary.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that the Chair of the Board of Supervisors is hereby authorized, upon review and approval of County Counsel, to enter into and execute the Memorandum of Understanding with Sutter-Yuba Mental Health for the exchange of confidential information and to execute any amendments to the MOU and documents as may be required by the MOU. A copy of said MOU 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 _____, 2015, by the following vote:

AYES:

NOES:

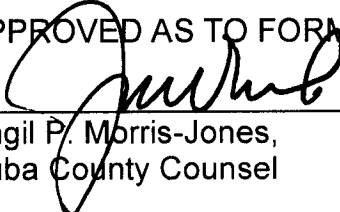
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil P. Morris-Jones,
Yuba County Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of September 1, 2015, by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the exchange of confidential information necessary for the provision of public assistance services and intensive services to children/youth and their families including youth who are members of the Katie A. Subclass, the Mental Health Wraparound Services, and those services as set forth in the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC)," and/or other mental health services as deemed medically necessary.

This MOU does not apply to the provision and coordination of YCHHSD Public Health related services.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Department operated under a Joint Powers Agreement between Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for administering public assistance programs implemented pursuant to Welfare and Institutions Code Section 16500 *et seq.*;
- d. MENTAL HEALTH provides mental health services to assist children and their families in maintaining relationships conducive with healthy emotional development; and
- e. YCHHSD has a need for mental health services to assist children and their families involved in public assistance programs including the child welfare system.

NOW, THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

This MOU shall be effective when all parties have signed and shall remain in full force and effect until terminated in accordance with Provision 7, TERMINATION.

2. DESIGNATED REPRESENTATIVES

Jennifer Vasquez is the authorized representative of County and will administer this Agreement for YCHHSD. Tony Hobson is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. EXCHANGE OF CONFIDENTIAL INFORMATION

3.1. MENTAL HEALTH and YCHHSD:

- a. Agree that the preferred method for releasing and exchanging confidential information with each other is through a signed authorization for release of information from the parent(s) or guardian(s) of the child(ren);

In some instances, the minor can be the individual to consent to his or her own medical care and could provide a signed authorization for release of information if and when the minor meets certain requirements set forth in the applicable program/service regulation or law (e.g. Family Code §6922(a) or §6924 or Health & Safety Code §124260).

- b. Will discuss issues of privacy and confidentiality with the child/youth and family and obtain and review all necessary consent and authorization for release of information forms when feasible;
- c. Will work collaboratively to develop a plan with the child/youth and family to address unmet needs (goals, roles, strategies, resources and timeframes) for coordinated implementation of supports and services for child/youth, family and caregivers;
- d. May share information with members of multidisciplinary personnel team (MDT) authorized by Sections 18951 and 18961.7 of the Welfare and Institutions Code without a court order when the members are persons who are trained in the prevention, identification, management,

or treatment of child abuse or neglect cases and/or who are qualified to provide a broad range of services related to child abuse or neglect;

SYMHS members of a MDT may share information related to an individual's mental health treatment with other members of a MDT without the individual's authorization [V & I Code § 5328(l)], except that information contained in psychotherapy notes, as defined at 45 CFR 164.501, may not be shared without a patient's authorization;

Statutes limit how MDT team members may use and re-disclose information once shared and addresses whether team members can share information that may be protected by additional confidentiality and privilege laws. [45 CFR 164.500 et seq., 42 CFR Part 2, Civil Code § 56 et seq., WIC §§ 830, 5328 et seq., 18951 and 18961.7.];

Psychotherapy notes which are defined at 45 CFR 164.501 and are afforded extra protection under HIPPA Privacy Rule do not include the progress notes that would be part of a mental health client's medical record; and

- e. Will disclose/exchange information and protect such information received from each other following applicable Federal, State, and local laws and regulations and the provisions as set forth in Section 4, Confidentiality, below.
- f. There will be no sharing of substance use disorder treatment program records and information pertaining to drug and/or alcohol treatment at an MDT without patient consent or a direct and specific Court order compliant with the provisions of 42 CFR 2.61 et seq.

3.2. MENTAL HEALTH:

- a. Will disclose medical information to YCHHSD pursuant to a signed authorization. The authorization must include the elements required under the HIPAA Privacy Rule [45 CFR 164.508]; and
- b. May disclose medical and mental health information protected by the Lanterman-Petris-Short Act (LPS), without obtaining a signed authorization, to a YCHHSD social worker who is legally authorized to have custody or care of a minor for the purpose of coordinating the minor's health care services and medical treatment, mental health services, or services for developmental disabilities. [WIC, § 5328.04];

Exception: Psychotherapy notes or information related to treatment to which the minor consented or could have consented on his or her own behalf may not be disclosed. [WIC, §§ 5328.04(f) and (h)].

3.3. YCHHSD:

- a. Will not further disclose or re-release minor's mental health information disclosed under WIC § 5328.04 unless the disclosure is for the purpose of coordinating health care services and the disclosure is authorized by law. [Civ. Code §§ 56.103(e)(1), 56.13; WIC, § 5328.04(b)];
- b. May allow MENTAL HEALTH to inspect but not receive copies of information in the child welfare file pursuant to WIC § 827(a)(1)(L); and
- c. Will, within Children's Services, strive to incorporate a standard detention order that the parent(s) are on notice that medical and/or mental health decisions and release of medical information may be made in their absence by the YCHHSD social worker. The order will appoint the YCHHSD social worker as the personal representative of the minor and act on the minor's behalf for the purpose of inspecting, obtaining copies of, and authorizing a healthcare provider to disclose any medical records and information pertaining to the minor.
 - Such detention order shall only be used in the event of an emergency and before signing on behalf of the minor, the Children's Services social worker will document at least three (3) attempts to contact the parent(s) and document each effort. If the social worker signs the release on behalf of the minor, the social worker will provide a copy of the juvenile court order demonstrating they are authorized to release the information on the minor's behalf to MENTAL HEALTH.

4. CONFIDENTIALITY

All exchanged information by each party and use and disclosure of such information under this MOU shall be in strict conformation with all applicable Federal, State and/or local laws and regulations relating to confidentiality including, but not limited to, the California Confidentiality of Medical Information Act (California Civil Code Section 56 *et seq.*), Welfare and Institutions Code Sections 5328 *et seq.*, 10850 and 14100.2, Health and Safety Code Sections 11977 and 11812.22, California Code of Regulations Section 51009, and 42 Code of Federal Regulations Section 2.1 *et seq.*, the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000, the California Department of Health Services Medi-Cal Eligibility Manual, Section 2H, and the Medi-Cal Data Privacy and Security Agreement

between the California Department of Health Care Services and the County of Yuba (identified in Exhibit A) to assure that all applications and records concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed or used for any purpose not directly connected with administration of the program.

Each party shall inform all of its employees of the applicable confidentiality laws and regulations and that any person knowingly and intentionally violating such laws and regulations may be guilty of a misdemeanor.

Each party is responsible for monitoring its compliance with all State and Federal statutes and regulations regarding confidentiality. Each party shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program/services or other uses authorized by law that are not in conflict with requirements of confidentiality.

Except as otherwise provided in this MOU, each party may use or disclose protected health information (PHI) and/or personally identifiable information (PII) to perform functions, activities or services for or on behalf of each party, as specified in this MOU, provided that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and associated regulations at 45 CFR Parts 160, 162, and 164. The uses and disclosures of PHI may not be more expansive than those applicable to each party, as the "Covered Entity" under the Privacy Rule, except as authorized for management, administrative or legal responsibilities of each party.

Neither party shall use or further disclose PHI and/or PII other than as permitted or required by this MOU, or as required by law.

Each party shall implement administrative, physical and technical safeguards that are reasonable and appropriately protect the confidentiality, integrity and availability of PHI/PII that is disclosed or received by the other party.

Each party shall ensure that any agent, including a subcontractor to whom each party provides PHI/PII, or to whom each party provides PHI/PII which is disclosed or received by the other party, is allowable by law and that the agent/subcontractor agrees to the same restrictions and conditions that apply to each party with respect to such information.

Each party shall make internal records related to the use, disclosure, and privacy protection of PHI received from each other available to each other or to the Secretary of the United States Department of Health and Human Services for purposes of

investigating or auditing compliance with HIPAA or other laws or regulations, in a time and manner designated by each party.

The parties agree to take such action as is necessary to amend this MOU as necessary for each party to comply with Federal, State and/or local laws and regulations relating to confidentiality and privacy and security rules.

Each party shall mitigate, to the extent practicable, any harmful effect that is known to each other of a use or disclosure of PHI/PII by each party in violation of the requirements of this MOU or Federal, State, or local confidentiality laws or regulations.

5. DATA SECURITY

Confidential Client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

Each party shall inform the other in writing within five (5) working days of any security incident of which each party becomes aware. It is understood that if the security breach incident is not corrected within sixty (60) days of the written notification, each party acknowledges that each Director or designee may terminate this MOU in accordance with Section 1 – Term.

Each party is responsible to immediately notify each other of any breaches or potential breaches of security related to each party's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes each other's data internally or externally.

In the event of a breach of security related to confidential client information provided to each other, each party will manage the response to the incident, however, each party may be responsible to issue any notification to affected individuals as required by law or as deemed necessary by each party's discretion. Each party will be responsible for all costs incurred as a result of providing the required notification.

6. GENERAL PROVISIONS

6.1. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.

6.2. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services for a period of

seven (7) years upon termination/expiration of this MOU. Therefore, the parties agree to retain such records for the recited seven (7) year period.

- 6.3. MENTAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- 6.4. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- 6.5. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- 6.6. MENTAL HEALTH warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.
- 6.7. YCHHSD shall defend, indemnify, and hold harmless MENTAL HEALTH, its elected and appointed councils, boards, commissions, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of YCHHSD in the performance of services rendered under this agreement by YCHHSD, or any of YCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees. MENTAL HEALTH shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, commissions, officers, agents and from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of MENTAL HEALTH in the performance of

services rendered under this agreement by MENTAL HEALTH, or any of MENTAL HEALTH's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

- 6.8. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

7. TERMINATION

Notwithstanding any other provision of this MOU, this MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

///

///

///

///

8. 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:

If to YCHHSD:

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

With a copy to:

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

If to MENTAL HEALTH:

Tony Hobson, Ph.D.
Assistant Director
Sutter-Yuba Mental Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992

With a copy to:

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

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

YUBA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Chair

Date: _____

INSURANCE PROVISIONS APPROVED




Jill Abel,
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



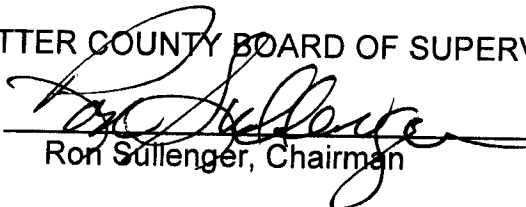
Angil F. Morris-Jones
County Counsel

SUTTER-YUBA MENTAL HEALTH

By: 
Tony Hobson, Ph.D., Assistant Director
Human Services – Mental Health


Date: 9-17-15

SUTTER COUNTY BOARD OF SUPERVISORS

By: 
Ron Sullenger, Chairman

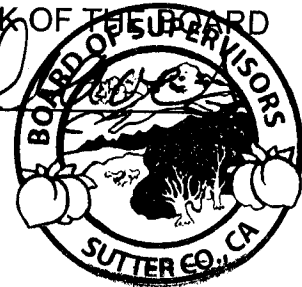
Date: 9-29-15

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: 

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD





336-13

GREEMENT NO.: 13-58

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN
the California Department of Health Care Services and the
County of Yuba, Health and Human Services Department**

PREAMBLE

The Department of Health Care Services (DHCS) and the County of Yuba, Health and Human Services Department (County Department) enter into this Medi-Cal Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the County of Yuba, Health and Human Services Department workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether physical, electronic, or in spoken work or recording.
3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing job functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be

used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's SAWS Consortium, or a contractor, subcontractor or vendor of the County.

AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may use Medi-Cal PII only to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
- C. Access to Medi-Cal PII shall be restricted to only County Workers, who need the Medi-Cal PII to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers, who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department agrees to advise County Workers, who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII, including;
1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter, provide ongoing refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII at least annually;
 2. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
 3. Retain the most recent training records for a period of three years after completion of the training.
- B. **Employee Discipline.** Apply appropriate sanctions against workforce members, who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** Ensure that all County Workers, who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and the most recent version shall be retained for a period of three years.
- D. **Background Check.** Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees, who are authorized to bypass significant technical and operational security controls. The County Department shall retain each County Worker's most recent background check documentation for a period of three years.

III. **MANAGEMENT OVERSIGHT AND MONITORING**

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

AGREEMENT NO. 13-58

- B. Ensure ongoing management oversight including periodic self-assessments and random sampling of work activity by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. DHS shall provide the County Department with information on the Medi-Cal Eligibility Data System (MEDS) usage anomalies for investigation and follow-up.
- C. Ensure these management oversight and monitoring activities are performed by County Workers, whose job functions are separate from those, who use or disclose Medi-Cal PII as part of their routine duties.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this agreement.
- B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. The County Department shall ensure these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Issue County Workers, who assist in the administration of Medi-Cal identification badges and require County Workers to wear these badges at the County Department facilities where Medi-Cal PII is stored or used.
- C. Ensure each physical location, where Medi-Cal PII is used or stored, has procedures and controls that ensure an individual, who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- D. Ensure there are security guards or a monitored alarm system with or without security cameras 24 hours a day, seven days a week at the County

AGREEMENT NO.: 13-58

Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

- E. Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII have perimeter security and access controls that limit access to only authorized Information Technology (IT) staff. Visitors to the data center area must be escorted by authorized IT staff at all times.
- F. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
- G. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop encryption.** All workstations and laptops, which store Medi-Cal PII either directly or temporarily, must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

AGREEMENT NO: 13-58

- F. **Patch Management.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **User Access.** Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to Social Security Administration (SSA) data, MEDS, and over the process of issuing and maintaining access control numbers and passwords.
- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.
- J. **System Timeout.** The system providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** All systems providing access to Medi-Cal PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- L. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process, initiates a request for Medi-Cal PII,

or alters Medi-Cal PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Medi-Cal PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.

- M. **Access Controls.** The system providing access to Medi-Cal PII must use role based access controls for all user authentications, enforcing the principle of least privilege.
- N. **Transmission encryption.** All data transmissions of Medi-Cal PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and E-Mail.
- O. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by a comprehensive intrusion detection and prevention solution.

VII. AUDIT CONTROLS

- A. **System Security Review.** The County Department must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Medi-Cal PII must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Medi-Cal PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. **Emergency Mode Operation Plan.** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup Plan.** The County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.

IX. PAPER DOCUMENT CONTROLS

- A. **Supervision of Data.** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Medi-Cal PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Medi-Cal PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of DHCS.
- E. **Faxing.** Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

- F. **Mailing.** Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this PSA, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

- A. **Initial Notice to DHCS.** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Medi-Cal PII in electronic media or in any other media if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the SSA. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "County Use" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>
Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

AGREEMENT NO. 13-58

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. **Investigation and Investigative Report.** To immediately investigate a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, within 72 hours of the discovery, the County Department shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
- C. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten working days of the discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- D. **Notification of Individuals.** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Manager, the DHCS Privacy Officer and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns

notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

- E. Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. DHCS Contact Information.** To direct communications to the above referenced DHCS staff the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
Program Integrity and Security Unit Policy Operations Branch Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Telephone: (916) 552-9200	Privacy Officer c/o: Office of HIPAA Compliance DHCS Privacy Office, MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office, MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated into this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

XII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this PSA into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and DHCS Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this PSA may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this PSA as may be needed by developments in federal and state laws and regulations. DHCS may terminate this PSA upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this PSA when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This PSA shall terminate three years after the date it is executed, unless the parties agree in writing to extend its term. All provisions of this PSA that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the PSA, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated

AGREEMENT NO.: 13-58

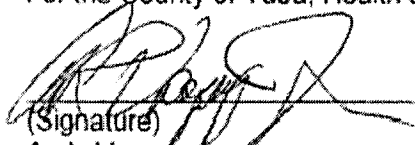
immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PHI and PCI in accordance with Section VI.I, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PCI is destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.


The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Yuba, Health and Human Services Department,


(Signature)
Andy Vasquez,

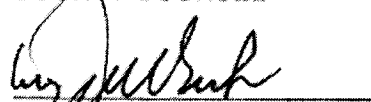
August 27, 2013
(Date)
Chairman
Yuba County Board of Supervisors

For the Department of Health Care Services,

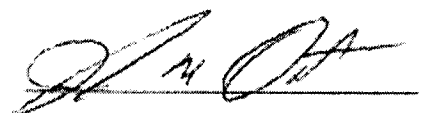

(Signature)
Toby Douglas

9/13/13
(Date)
Director

APPROVED AS TO FORM:
COUNTY COUNSEL


Angela Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:
INFORMATION TECHNOLOGY


JOSEPH OATES, MANAGER
(Name and Title)

AGREEMENT NO. 13-58

Exhibit A: Agreement between SSA and CHHS, and Agreement between SSA and DHCS with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the SSA." These are sensitive documents that are provided separately to the County's privacy and security office.

THIS PAGE INTENTIONALLY LEFT BLANK



HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
Robert Bendorf, County Administrator
DATE: October 27, 2015
SUBJECT: Amend the County's Basic Salary Schedule & Department Allocation Schedule

RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the County Administrator's Office.

BACKGROUND

In 2008, there was a County-wide classification study for all administrative and accounting positions. Following this class study, the Administrative Analyst position allocated to the County Administrator's Office was re-titled to Management Analyst. Since 2008, the County has experienced significant budget deficits which have impacted all departments including the County Administrator's Office. In 2009, the Deputy County Administrator – Emergency Services resigned and in 2010, the Assistant County Administrator retired and the County Administrator elected to not fund either position. The County Administrator and a single Management Analyst position have been absorbing the higher level administration workload for the last five years.

DISCUSSION

It is common for classification issues to arise after a few years of staff reductions as certain high level administrative and operational functions do not simply go away. The workload is often spread among the remaining positions. For that reason, Human Resources hired an independent consultant to conduct a classification study of the Management Analyst position to ensure it was appropriately classified and compensated.

The consultant found the level, scope and criticality of the County-wide budgetary and financial functions performed by the incumbent to be at a level equivalent to a Deputy County Administrator in the surrounding counties. The incumbent works independently in addressing budget and day-to-day operational issues brought to the County Administrator's Office. It is recommended that the Board establish a new classification of Deputy County Administrator and that the incumbent be reclassified to it.

Based upon the consultant's analysis, it is recommended that the Deputy County Administrator position be compensated with a base salary of \$7,292 per month. The consultant's analysis relied upon the current structure of the County Administrator's Office, the County's internal compensation structure and labor market comparisons from the surrounding counties.

COMMITTEE

This item was presented to the Finance and Administration Committee and comes to you with a recommendation to approve.

FISCAL IMPACT

The estimated fiscal impact for the current year is approximately \$37,075.

**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 October 1, 2015.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
DCAD	Deputy County Administrator	8	7,292	42.07	E	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:  _____

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 effective October 1, 2015 as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
County Administrator	Deputy County Administrator	1

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:

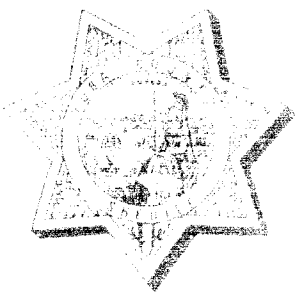
CHAIRMAN

ATTEST: Donna Stottmeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

482-1015
(482-1015) Appro... - 1 of 22

TO: BOARD OF SUPERVISORS

FROM: STEVE DURFOR, SHERIFF / CORONER
DOUG MCCOY, DIRECTOR, ADMINISTRATIVE SERVICES

DATE: OCTOBER 27, 2014

RE: RADIO SYSTEM UPGRADE

Recommendation

Approve the agreement with Motorola Solutions, Inc. to implement a simulcast radio system for the Yuba County Sheriff; and authorize the Chair to execute the agreement.

Background

In late July, our offices provided an update to your Board on the Yuba Street Sheriff's Office project. A key component of that presentation was a discussion of the issues we are facing with radio coverage and how we had identified some potential solutions. At that time, we agreed to return to your Board with details.

Discussion

The project team has been working with Motorola Solutions, Inc. to look at how we can maximize the implementation of our radio tower and how that can improve officer safety in the field. We commissioned an engineering study with Motorola of our county to look at how we can increase radio coverage and improve safety.

The result of this study is that by using the tower we are already installing, and changing the antennas we plan to install on it, we can significantly improve our radio coverage across our County and have a huge impact on increasing radio communication capability in the field for our officers. This is achieved by implementing a simulcast system which will allow concurrent broadcast of Sheriff Dispatch radio across nearly the entire County and will also reach hand-held radios in most of the County. This will be a significant improvement over the current system.

The total cost for this effort is comprised of costs from several vendors; Motorola for the overall design and equipment designed to integrate all the component parts, and some of the component parts coming from vendors including the installation of other antennas, microwave dishes, and the supporting infrastructure. We have identified a number of funding sources for these costs but several are still 'in flux.' The challenge however is, due to some very long lead times to complete the effort, we must authorize this agreement and initiated the work prior to the final financing determination.

Fiscal Impact

The Sheriff's Office has been planning the enhancement of their radio communications since discussions of a new Sheriff's Facility began in 2007. Through the County's Terrorism Task Force, the Sheriff's Office has solicited Department of Homeland Security (DHS) funding toward the radio enhancement effort for the past eight years. The overall cost to implement this communications system is \$724,226 of which \$407,727 (primarily DHS funds) has already been identified. The separate tower project has already been budgeted as part of the facility budget.

We are confident some portion of the allocated budget contingency for the Sheriff project can cover some of the remaining cost from the project, however, given that we are still under construction it is too soon to tell just how much. We also believe we have a very strong chance that an additional Homeland Security grant will cover a significant part of the simulcast project, although we won't know that outcome for another month or two.

Whether we qualify for the grant, and whether we have money left in the project budget, our last resort would be to use capital improvement funds from the County's #200 capital improvement fund.

Below is a matrix of the costs and the *potential* funding sources we have identified. We have every confidence we can cover these costs from one or more of these identified sources. The CAO's has also given his support to proceed.

Vendor / Work Description	Costs	Funded	Pending Funding	Remaining to be funded
Motorola Solutions; Simulcast System	\$281,579		\$140,789 DHS Grant application filed, waiting for response	\$140,790 (if DHS funding approved) \$281,579 (w/o DHS funding)
Aviat Networks; microwave link to Oregon Peak	\$130,322	\$80,000 DHS funding \$50,322 identified project funding		-0-
Aviat Networks; microwave link to Sutter Buttes	\$153,007	\$153,007 DHS grant funding		-0-
Microwave studies and equipment	\$124,318	\$124,318 DHS grant funding		
Additional engineering costs	35,000			35,000
Total	\$724,226	\$407,727	\$140,789	\$175,790 w/ pending DHS Grant funding \$316,579 w/o pending DHS Grant funding

As the chart illustrates, the remaining radio project costs for which we have not received spending authority is primarily the Motorola Solutions piece with additional funding needed for required engineering. If we are successful in obtaining the DHS grant, the outstanding total funds needed to cover the cost is \$175,790. If we are unsuccessful in our DHS grant application, the outstanding balance is \$316,579. Again, there may be project savings that can be applied to this project, but it is too early to know.

Committee Action

This items was not taken to committee as it follows direction provided by the full Board at the July 23, 2015 meeting.

THIS PAGE INTENTIONALLY LEFT BLANK

CONTRACTUAL DOCUMENTATION

COPY

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Yuba County enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated June 16 2015
C-2	"Equipment List" dated June 16 2015
C-3	"Statement of Work" dated June 16 2015
C-4	"Acceptance Test Plan" or "ATP" dated June 16, 2015
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.



2.4. "Contract Price" means the price for the System, excluding applicable sales or charges. (482-1015) Appro... - 6 of 22

2.5. "Effective Date" means that date upon which the last Party executes this Agreement.

2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.10. "Non-Motorola Software" means Software that another party owns.

2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the

Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the

option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year (the "Option Period"). Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 281,579.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: _____

The city which is the ultimate destination where the Equipment will be delivered to Customer is: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known): _____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

(482-1015) Appro... - 9 of 22

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance.



Therefore, Customer will not commence Beneficial Use before System Acceptance with written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are provided by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional



Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc. Customer
Attn: Tammie Massirer Attn: _____

fax: _____ fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Yuba County ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software

Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

(482-1015) Appro... - 19 of 22

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.



13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



System Acceptance Certificate**Customer Name:** _____**Project Name:** _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

October 27, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: RECLAMATION DISTRICT 784 DRAINAGE NEXUS STUDY AND IMPACT FEES

RECOMMENDATION:

Approve the Reclamation District 784 Drainage Impact Fee Nexus Study (Nexus Study) for Basin C-2, and adopt the attached resolution amending the RD 784 Development Impact Fees.

BACKGROUND:

In 2013 your Board adopted the 784 District-wide drainage nexus study and accompanying impact fee resolution. The County currently collects impact fees on the District's behalf.

Economic & Planning Systems, Inc. (EPS) prepared a supplemental drainage impact fee nexus study for Reclamation District 784's Basin C-2. Basin C-2 is bound by the Yuba River Levee on the north, Hammonton-Smartsville Road on the east and south, and the Union Pacific Railroad tracks on the west. The RD 784 Board has already adopted the supplemental Nexus Study for Basin C-2, and approved a resolution setting C-2 drainage impact fees. The District has requested that the Board of Supervisors adopt the attached resolution implementing the County collecting Basin C-2 drainage impact fees on the District's behalf.

DISCUSSION:

The nexus study was prepared by EPS and distributes the costs for needed drainage infrastructure within Basin C-2 to development within the Basin based on proposed land use (e.g. residential, commercial, etc.). It should be noted that the proposed impact fees are additive to the existing Basin C impact fee, meaning development within Basin C-2 will pay the Basin C fee as well as the C-2 fee.

Since the District does not have authority to collect land development impact fees, it is requesting that the County collect the fees on its behalf. The County will be responsible for collecting the fees,

maintaining an accounting of the fees, and distributing the fees to RD 784 as needed or required. The County will not be directly involved with RD 784's drainage improvements.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is an amendment to an existing nexus study and impact fee program previously approved by your board.

FISCAL IMPACT:

The County will retain a portion of the fees to cover administrative costs associated with the fee collection. The total administrative fee is 4% of the gross collections, with 3% going to RD 784 and the County retaining 1%.

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

**A RESOLUTION AMENDING)
DRAINAGE IMPACT FEES FOR)
RECLAMATION DISTRICT 784 BY)
ADDING DRAINAGE IMPACT FEES)
FOR DRAINAGE BASIN C-2)**

RESOLUTION NO. _____

WHEREAS, Reclamation District 784 ("RD 784") is the agency with jurisdiction over drainage facility operation and maintenance within portions of the County of Yuba ("County");

WHEREAS, the County has designated land uses that allow urban development such as residential, commercial and industrial uses within the boundaries of RD 784, and said development requires improvement of existing drainage facilities, the construction of additional drainage facilities, the expansion of existing equipment, and the upgrade of other resources within RD 784;

WHEREAS, RD 784 has adopted a Drainage Master Plan ("Master Plan") which identifies three separate drainage basins within the boundaries of RD 784, Drainage Basins A, B, and C, and which also generally specifies the drainage improvements required for new development and implements RD 784's goals, policies, and objectives for ensuring RD 784's drainage facilities are sufficient to accommodate existing and new development;

WHEREAS, consistent with these authorities, RD 784 caused to be prepared a study justifying the various drainage fees necessary to allow new development within the County;

WHEREAS, on July 23, 2013, the County adopted Resolution 2013-76, which Resolution adopted drainage impact fees for RD 784 for Drainage Basins A, B, and C;

WHEREAS, the aforementioned resolution, as well as the Mitigation Fee Act, require the District from time to time to evaluate the conditions within Drainage Basin C to ensure that the Drainage Impact Fees fairly allocate the costs of drainage improvements and new drainage facilities required for new development;

WHEREAS, the Master Plan identifies that a subarea of Basin C, “Drainage Basin C-2,” bounded by the Yuba River Levee on the north, Hammonton-Smartsville Road on the east and south, and the Union Pacific Railroad tracks on the west will benefit from additional drainage facilities that do not benefit the other developments in Drainage Basin C;

WHEREAS, these drainage improvements benefitting Basin C-2 development were not included in the previous studies or the impact fees for Drainage Basin C;

WHEREAS, in order to implement RD 784’s goals and policies and the requirements of the Master Plan and Engineer’s Report and to comply with the requirements of the Mitigation Fee Act (Government Code Sections 66000 et seq.), RD 784 caused EPS to prepare a report entitled “Basin C-2 Drainage Impact Fee Nexus Study,” dated May 4, 2015, (“2015 Nexus Study”);

WHEREAS, the Engineer’s Report, the 2015 Nexus Study, the proposed Drainage Impact Fees for Drainage Basin C-2, and supporting documents have been on file in RD 784’s Office and available for public inspection, and on RD 784’s website since at least May 20, 2015;

WHEREAS, RD 784 publicly noticed that the Board would consider approving and adopting the 2015 Nexus Study during its June 2, 2015 meeting by publishing notice in the Appeal Democrat on May 19, and 26, 2015, posting notice on RD 784’s website on May 19, 2015, and by sending notice to each landowner that would be affected by the Drainage Impact Fees within Basin C-2; and

WHEREAS, RD 784 held a hearing on June 2, 2015, during which hearing it considered all oral and written comments made regarding the 2015 Nexus Study; and

WHEREAS, after consideration of all comments, RD 784 approved the 2015 Nexus Study without any changes and instructed RD 784 staff to prepare final adoption documents; and

WHEREAS, RD 784, prior to the adoption of Drainage Impacts Fees for Basin C-2, held at least one public meeting, noticed in accordance with California law, at which oral and written presentations were permitted; and

WHEREAS, RD 784 has considered the Engineer’s Report, the 2015 Nexus Study, the proposed Drainage Impact Fees for Drainage Basin C-2, and all presentations submitted;

WHEREAS, on July 7, 2015, RD 784 adopted the Drainage Impact Fees for Drainage Basin C-2 based upon the approved Engineer’s Report and the 2015 Nexus Study, thereby authorizing Drainage Impact Fees to be collected in conjunction with a grading permit, building permit, or final subdivision map that causes additional drainage runoff to enter into RD 784’s drainage facilities;

WHEREAS, the County is the agency exercising land use authority within the boundaries of RD 784;

WHEREAS, RD 784 has requested that the County, as a condition of issuance of a grading permit, building permit or final subdivision map that causes additional drainage runoff to enter into RD 784's drainage facilities to collect and transmit to RD 784 the applicable Drainage Impact Fees;

WHEREAS, the Board of Supervisors, prior to the adoption of this Resolution and the Drainage Impact Fees indicated herein, held at least one public meeting, noticed and conducted in accordance with applicable law, at which oral and written presentations were permitted; and

WHEREAS, the Board of Supervisors has considered the Master Plan, the 2015 Nexus Study, and all oral and written presentations submitted.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba;

Section 1. Purpose and Findings.

- A. Purpose: In order to implement the goals, policies and objectives of RD 784 and comply with the requirements of the Mitigation Fee Act (Gov. Code, § 66000 et seq.), RD 784 has caused to be prepared the Master Plan, the original Nexus Study, and the 2015 Nexus Study as a supplement thereto. The 2015 Nexus Study adds to the original Nexus Study which was previously approved by the County in Resolution 2013-76, and in no way is meant to replace the original Nexus Study. The 2015 Nexus Study, and therefore the Drainage Basin Fees for Basin C-2, is merely a supplement to the original Nexus Study and the Drainage Basin Fees for Basin C-2 are meant to be applied as if they had originally been included in the original Nexus Study. In total, these studies and reports set forth the drainage facilities, equipment and other resources required to accommodate the needs created by new development within RD 784. Due to RD 784's Master Plan being a plan to accommodate new development allowed under the County's adopted General Plan, RD 784 has ensured that preparation of the Master Plan is in conformance with the goals, policies, and actions of the 2030 General Plan and in particular those goals, policies and actions related to drainage such as the policies and actions contained in Goal CD15. The Master Plan, the original Nexus Study, and the 2015 Nexus Study also delineate the drainage improvements within three primary drainage sheds and three sub-basins within those primary drainage sheds, all within the boundaries of RD 784, referenced herein as Drainage Basin A, Drainage Basin A-1, Drainage Basin B, Drainage Basin C, Drainage Basin C-1, and the newly created Drainage Basin C-2.
- B. Findings: The Board of Supervisors finds and determines:
 - 1. The facilities set forth in the Master Plan are representative of the facilities and equipment required to accommodate new development within the RD 784 boundaries.

2. The 2015 Nexus Study and related information, including the basis upon which the fees are calculated, have been available to the public at the RD 784 office and website, as well as the Community Development Department, for a period of at least 14 days.
3. RD 784 has ensured that the Master Plan and the 2015 Nexus Study are consistent with the County's General Plan in particular with Goal CD15.
4. In establishing the fees described in the following Sections, the Board of Supervisors has found the fees to be consistent with the Master Plan and the 2015 Nexus Study, and pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the County's housing needs as established in the Housing Element of the General Plan.
5. The Board of Supervisors further finds that the 2015 Nexus Study adequately identifies and describes various required determinations, including:
 - a. The purposes of the fees;
 - b. The uses to which the fees will be put;
 - c. A reasonable relationship between the fees' uses and the types of development projects on which the fees are imposed;
 - d. A reasonable relationship between the need for the public facilities and types of development projects on which the fees are imposed; and
 - e. A reasonable relationship between the amounts of the fees and the costs of the public facilities or portions of public facilities attributable to the development upon which the fees are imposed.

These findings and determinations are incorporated by reference into this resolution.

Section 2. Levy of Fees.

- A. Establishment of Drainage Impact Fees: RD 784 Drainage Impact Fees for Drainage Basin C-2 are hereby established for the purpose of paying for the drainage infrastructure improvements required for new development within RD 784. The Drainage Impact Fees shall be paid as indicated in Section 3 below. The revenues raised from the Drainage Impact Fees shall be held, maintained, and accounted for by the County and shall be used by RD 784 in accordance with Section 66013 of the Government Code.
- B. Amount of Drainage Impact Fees. The amounts for the Drainage Impact Fees within RD 784 shall be as follows:
 1. Drainage Impact Fees in Drainage Basin C-2 shall be as set forth and described in Attachment 1 hereto, which is incorporated herein by this reference.

- C. Use of Proceeds: RD 784 shall use the proceeds from Drainage Impact Fees for Drainage Basin C-2 on drainage infrastructure improvements within RD 784's Basin C-2 in a manner consistent with the goals, intent, and purposes of the Master Plan and the 2015 Nexus Study. RD 784 may use the funds when collected or wait until a sufficient balance is accrued for a project. When RD 784 has identified a project for which the funds are to be used, RD784 shall request the amount for the project from the County, and the County shall transfer the amount to RD 784.

Section 3. Collection of Drainage Impact Fees.

- A. Payment of Drainage Impact Fees: Drainage Impact Fees for Drainage Basin C-2 are due and payable as follows:
1. When a new development causes an increase in the drainage runoff entering RD 784's drainage facilities, Drainage Impact Fees are due prior to the County's issuance of the grading permit, building permit, or recordation of a final subdivision map whichever occurs first.
 2. If Drainage Impact Fees have not previously been paid on a developed parcel, and additional development that increases drainage runoff entering RD 784's drainage facilities is proposed, Drainage Impact Fees are due and payable for the increase portion only prior to issuance of a building permit or grading permit by the County.
- B. Coordination with RD 784: The County shall collect Drainage Impact Fees for Drainage Basin C-2 on all new development within Drainage Basin C-2 that increases drainage runoff entering RD 784's drainage facilities, except as specifically exempted herein. The County shall not issue a permit that increases drainage runoff entering RD 784's drainage facilities as determined by RD 784, until it has received verification from RD 784 that the applicable Drainage Impact Fee amount is correct.

Section 4. Credits.

A developer may request a credit against the applicable Drainage Impact Fees for improvements constructed and accepted by RD 784. Credits will only be given for improvements that would have otherwise been constructed with Drainage Impact Fees and in no case shall the credit exceed the actual verified costs of the improvements or the amounts estimated in the Master Plan and 2015 Nexus Study, whichever is the lesser. Any request for a credit shall be in writing on such forms as may be developed and certified by RD 784. At the time that the Drainage Impact Fees are due and payable, the developer shall submit said forms, completed and certified by RD 784's District Engineer to the County. The County shall then reduce the applicable Drainage Impact Fees due by the approved Drainage Impact Fee Credit as specified on the RD 784 forms. Credits shall be administered and accounted for by RD 784 and shall not be the responsibility of the County. Administration of credits shall be consistent with the principles set forth in the Master Plan and 2015 Nexus Study.

Section 5. Exemptions.

- A. Agricultural Land: Land in agriculture is exempt from Drainage Impact Fees. At the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and Drainage Impact Fees shall be paid as described herein.
- B. Replacement/Reconstruction:
 - 1. Any structure replaced or reconstructed on the same parcel within two years of a structure being demolished, damaged or destroyed for any reason shall be exempt from Drainage Impact Fees. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building (s) replaced or reconstructed exceeds the total documented footprint of the building (s) replaced or reconstructed, the excess is subject to Drainage Impact Fees.
- C. Administration of Exemptions: No exemptions shall be given except as specified herein. The County shall make all determinations regarding exemptions.

Section 6. Inter-fund Borrowing:

RD 784 Drainage Impact Fees shall not be used for inter-fund borrowing by the County and the County shall not loan from other funds to the RD 784 Drainage Impact Fee Account.

Section 7. Effective Date.

This Resolution and the Drainage Impact Fees imposed pursuant to this Resolution shall not go into effect until sixty (60) days after the date of adoption by the Board of Supervisors.

Section 8. Annual Adjustment.

An annual adjustment to account for construction cost escalations shall be applied to all Drainage Impact Fees, including Drainage Basin C-2, in the manner and time specified herein:

- A. At the end of each fiscal year, the County Administrator or designee shall report his or her finding on the annual escalation of construction costs for the prior twelve (12) months through May and the Drainage Impact Fees shall be adjusted accordingly.
- B. The basis for this annual adjustment shall be the percentage increase in the average of the San Francisco and 20-Cities Construction Cost Index (CCI) as published by Engineering News Record, for the period ending May of the previous fiscal year, or other similar construction cost index.
- C. The Board of Supervisors shall cause to be posted in the Community Development & Services Agency (CSDA) the annual adjustment in fees as specified in this section.

Section 9. Referrals and Appeals.

The CDSA Director may refer any determination or approval required by this Resolution to the Board of Supervisors.

Any person not satisfied with the decision of the CDSA Director or his/her designee may within ten calendar days appeal in writing to the Board of Supervisors in accordance with Chapter 2.25 of the Yuba County Code. The Board of Supervisors may adopt a fee schedule for considering appeals.

Section 10. Severability.

If any provision, clause, sentence, or paragraph of this Resolution or the imposition of any fee authorized by this Resolution in its application to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provisions or application of fees. To this end the provisions of the Resolution are declared to be severable.

Section 11. Adoption.

PASSED AND ADOPTED this _____ day of _____
2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: Donna Stottlemeyer
Clerk of the Board

By: _____

Mary Jane Griego, Chair

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel

By:  _____

**Reclamation District 784 Drainage Impact Fees
Drainage Basin C-2
Attachment 1**

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN C [2] (All Development)				
Residential Land Uses				
Low Density Residential	\$14,328	\$430	\$143	\$14,902
Medium Density Residential	\$17,911	\$537	\$179	\$18,627
MDR/HDR	\$21,492	\$645	\$215	\$22,351
High Density Residential	\$23,284	\$699	\$233	\$24,214
Nonresidential Land Uses				
Business Park	\$32,239	\$967	\$322	\$33,528
Commercial	\$32,239	\$967	\$322	\$33,528
Industrial	\$28,656	\$860	\$287	\$29,802
Public/Other Land Uses				
School	\$19,701	\$591	\$197	\$20,489
Other	\$28,656	\$860	\$287	\$29,802
DRAINAGE BASIN C-2 SURCHARGE				
Residential Land Uses				
Low Density Residential	\$6,237	\$187	\$62	\$6,486
Medium Density Residential	\$7,796	\$234	\$78	\$8,108
MDR/HDR	\$9,355	\$281	\$94	\$9,729
High Density Residential	\$10,134	\$304	\$101	\$10,540
Nonresidential Land Uses				
Business Park	\$14,032	\$421	\$140	\$14,594
Commercial	\$14,032	\$421	\$140	\$14,594
Industrial	\$12,473	\$374	\$125	\$12,972
Public/Other Land Uses				
School	\$8,575	\$257	\$86	\$8,918
Other	\$12,473	\$374	\$125	\$12,972
TOTAL DRAINAGE BASIN C-2 FEE				
Residential Land Uses				
Low Density Residential	\$20,565	\$617	\$206	\$21,388
Medium Density Residential	\$25,706	\$771	\$257	\$26,735
MDR/HDR	\$30,847	\$925	\$308	\$32,080
High Density Residential	\$33,418	\$1,003	\$334	\$34,754
Nonresidential Land Uses				
Business Park	\$46,271	\$1,388	\$463	\$48,122
Commercial	\$46,271	\$1,388	\$463	\$48,122
Industrial	\$41,130	\$1,234	\$411	\$42,774
Public/Other Land Uses				
School	\$28,276	\$848	\$283	\$29,408
Other	\$41,130	\$1,234	\$411	\$42,774

[1] Refer to Table 5 for Costs per Acre.

[2] From 2011 RD 784 Drainage Impact Fee Nexus Study, with updated rates from EPS' 2014 Technical Memorandum entitled, "Inflation Adjusted RD 784 Drainage Impact Fees."

Basin C-2 Drainage Impact Fee Nexus Study

The Economics of Land Use



Prepared for:

Reclamation District 784

Prepared by:

Economic & Planning Systems, Inc. (EPS)

March 23, 2015

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

EPS #132069

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

Table of Contents

1.	INTRODUCTION AND EXECUTIVE SUMMARY	1
	Introduction and Background	1
	RD 784 Drainage Impact Fee Program	1
	Purpose of the Drainage Fee Program Nexus Study	2
	Supporting Documents	2
	Drainage Fee Methodology Summary	3
	Authority	3
	Drainage Fee Program Implementation and Administration	5
	Organization of Report	6
2.	LAND USES	7
	Drainage Fee Program Land Uses	7
3.	DRAINAGE FEE PROGRAM FACILITIES, COST ESTIMATES, AND COST ALLOCATION METHODOLOGY... 9	
	Drainage Basin C-2 Facilities and Costs	9
	Drainage Fee Methodology	9
	Cost Allocation and Fee Calculation Methodology	9
	Basin C-2 Fee	10
4.	NEXUS FINDINGS	14
	Authority	14
	Summary of Nexus Findings	14
5.	DRAINAGE FEE PROGRAM IMPLEMENTATION	16
	Implementing Ordinances/Resolutions	16
	Timing of Drainage Fee Payment	16
	Drainage Fee Program Payment Collection and Administration.....	17
	Drainage Fee Program Exemptions.....	17
	Drainage Fee Program Reimbursements and Credits.....	19
	Drainage Fee Program Adjustments and Updates	21
	Five-Year Review	22

Appendices:

- Appendix A: Reclamation District No. 784 Drainage Basin C-2 Zone of Benefit Report
- Appendix B: Inflation Adjusted Reclamation District 784 Drainage Impact Fees Technical Memorandum
- Appendix C: RD784 Basin C-2 Drainage Impact Fee Certification (Example)

List of Map and Tables

Map 1	Drainage Basin C-2	2
Table 1	Summary of Drainage Impact Fees—Basin C and Basin C-2.....	4
Table 2	Summary of Basin C-2 Land Uses.....	8
Table 3	Summary of Basin C-2 Drainage Costs.....	11
Table 4	Basin C-2 Cost Allocation	12
Table 5	Summary of Drainage Basin C and Basin C-2 Cost per Acre.....	13

1. INTRODUCTION AND EXECUTIVE SUMMARY

Introduction and Background

This report serves as the nexus study for the Reclamation District 784 (RD 784) Basin C-2 Drainage Fee Program. This fee program includes drainage fees for Basin C-2, which contains approximately 272 gross acres. This report includes current estimates of costs, land uses, and other fee program information required to determine the nexus between required drainage infrastructure and new development that will benefit from such facilities and related costs.

As described herein, the Basin C-2 Drainage Fee Program will be adopted by RD 784, and subsequently by Yuba County (County) on behalf of RD 784, pursuant to the provisions set forth in the Mitigation Fee Act found in Government Code Section 66000 et. seq.

Economic & Planning Systems, Inc. (EPS) prepared this nexus study, along with major input from MHM, Inc. (MHM), RD 784 staff, and legal counsel to RD 784.

RD 784 Drainage Impact Fee Program

In 2011, EPS completed, and RD 784 adopted, an updated Drainage Impact Fee Nexus Study (2011 Nexus Study) which established a drainage impact fee program for the following drainage basins and sub-basins in RD 784:

- Drainage Basin A
- Drainage Basin A-1
- Drainage Basin B
- Drainage Basin C
- Drainage Basin C-1

The 2011 Nexus Study established drainage fees for each of the above basins and sub-basins and established the Basin C Advance Funding Charge, which ensures accelerated completion of the regional detention basin at Ella Road and Pump Station No. 10. All Basin C development is subject to the Basin C Advance Funding Charge.

In 2013, EPS updated the 2011 Nexus Study through the completion of Addenda 1 and 2, which provided updated tables and text to replace specific text and tables in response to certain changes and updates to planned development and updated implementation policies.

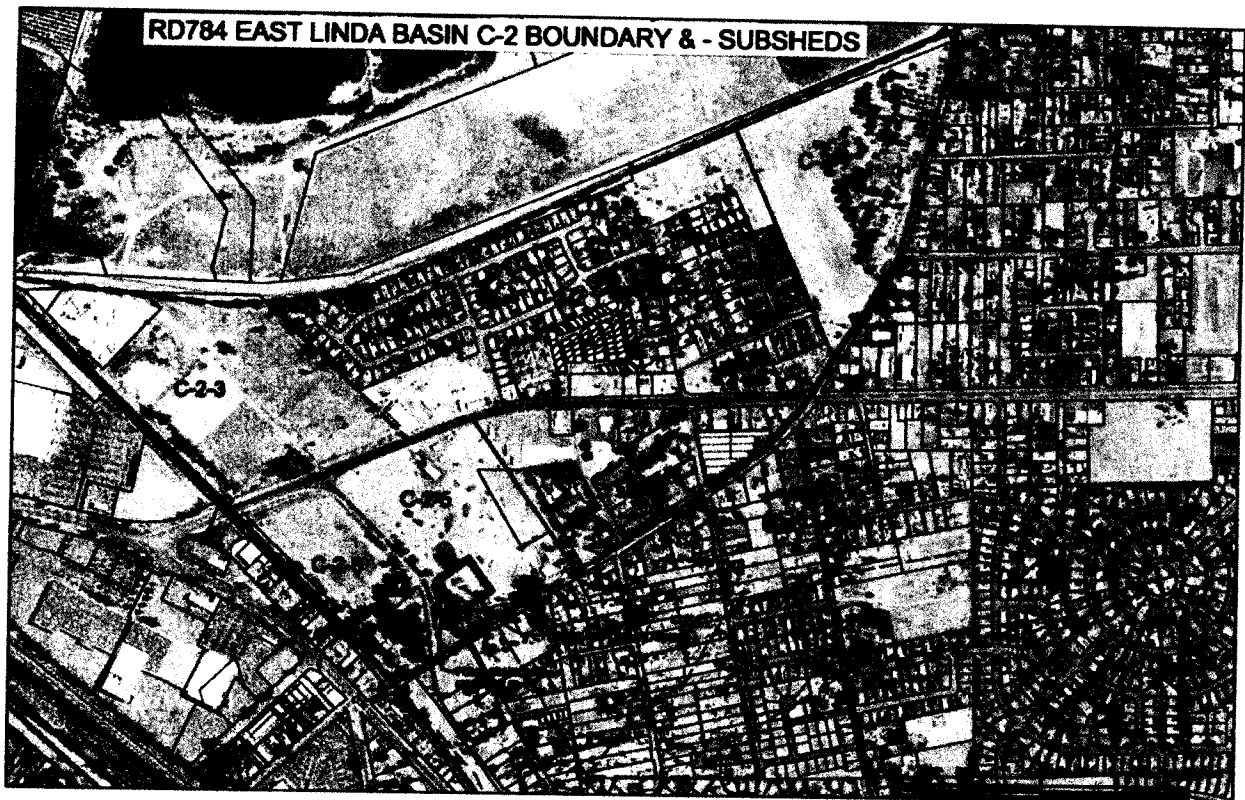
This document establishes additional obligations for development in Drainage Basin C-2, a subbasin of Drainage Basin C. The obligations set forth in this Nexus Study are in addition to the obligations set forth in the 2011 Nexus Study, as updated in 2013, namely the Drainage Basin C development impact fee and the Drainage Basin C Advance Funding Charge.

Drainage Basin C-2

Drainage Basin C-2 is a subset of land uses in Basin C. **Map 1** shows the boundaries of Drainage Basin C-2, which contains approximately 272 gross acres and is bounded by the Yuba River

Levee on the north, Hammonton-Smartsville Road on the east and south, and the Union Pacific Railroad tracks on the west.

Map 1 Drainage Basin C-2



All new development in Basin C-2 will be subject to the existing baseline Drainage Basin C fee, the associated Drainage Basin C Advance Funding Charge, and the fee established in this Basin C-2 Drainage Fee Program. The Drainage Basin C-2 fee will pay the cost of the permanent drainage basin and other improvements that only benefits those land uses identified in Drainage Basin C-2 and are needed to serve new development.

Purpose of the Drainage Fee Program Nexus Study

The purpose of this nexus study is to document the required nexus findings for RD 784 to establish drainage fees for Drainage Basin C-2. This nexus study documents the maximum justifiable fees that could be collected by RD 784 and describes implementation and administration of the Basin C-2 Drainage Fee Program. As described herein, the Basin C-2 Drainage Fee Program will be updated periodically to reflect changes in costs, land uses, and other fee program information over time. The implementation chapter of this document addresses how the Basin C-2 Drainage Fee Program will be administered and updated.

Supporting Documents

This nexus study relies on information contained in documents previously produced by or for RD 784. MHM produced the Reclamation District No. 784 Drainage Basin C-2 Zone of Benefit

Report, an Engineer's Report that provides the information for facilities and associated costs necessary for Basin C-2 to provide adequate drainage service for future development. The Engineer's Report is provided in **Appendix A**. In addition, this report relies on drainage fees for Basin C provided by EPS's Technical Memorandum entitled "Inflation Adjusted RD 784 Drainage Impact Fees," produced in March 2015. This Technical Memorandum is provided in **Appendix B** of this report.

Drainage Fee Methodology Summary

The Basin C-2 drainage fee has been calculated by allocating the drainage facility costs necessitated by new development to the land uses remaining to be developed in Basin C-2. This Basin C-2 Drainage Fee Program methodology was established to fully fund the necessary drainage system improvements and related costs required to serve new development in Drainage Basin C-2. Under this methodology, the drainage facilities and costs remaining to be incurred are allocated to the land uses remaining to be developed based on the proportional benefit conferred to each land use category, as determined by impervious surface area use factors.

Table 1 shows the drainage fees for each land use type for Basin C-2. It is important to note that Basin C-2 is a subbasin of RD 784 Basin C. Future development in Basin C-2 must pay Basin C drainage fees in addition to Basin C-2 fees, unless otherwise noted. **Table 1** therefore identifies the current Basin C fees, as well as the Basin C-2 surcharge.

Authority

This study serves as the basis for requiring development impact fees under Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et. seq.). This section of the Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.

Required Nexus Findings

- ✓ Identify the purpose of the fee.
- ✓ Identify how the fee is to be used.
- ✓ Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- ✓ Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- ✓ Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Table 1
Reclamation District 784
Drainage Basin C-2 Impact Fee Nexus Study
Summary of Drainage Impact Fees - Basin C and Basin C-2 (2015\$)

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN C [2] (All Development)				
Residential Land Uses				
Low Density Residential	\$14,328	\$430	\$143	\$14,902
Medium Density Residential	\$17,911	\$537	\$179	\$18,627
MDR/HDR	\$21,492	\$645	\$215	\$22,351
High Density Residential	\$23,284	\$699	\$233	\$24,214
Nonresidential Land Uses				
Business Park	\$32,239	\$967	\$322	\$33,528
Commercial	\$32,239	\$967	\$322	\$33,528
Industrial	\$28,656	\$860	\$287	\$29,802
Public/Other Land Uses				
School	\$19,701	\$591	\$197	\$20,489
Other	\$28,656	\$860	\$287	\$29,802
DRAINAGE BASIN C-2 SURCHARGE				
Residential Land Uses				
Low Density Residential	\$6,237	\$187	\$62	\$6,486
Medium Density Residential	\$7,796	\$234	\$78	\$8,108
MDR/HDR	\$9,355	\$281	\$94	\$9,729
High Density Residential	\$10,134	\$304	\$101	\$10,540
Nonresidential Land Uses				
Business Park	\$14,032	\$421	\$140	\$14,594
Commercial	\$14,032	\$421	\$140	\$14,594
Industrial	\$12,473	\$374	\$125	\$12,972
Public/Other Land Uses				
School	\$8,575	\$257	\$86	\$8,918
Other	\$12,473	\$374	\$125	\$12,972
TOTAL DRAINAGE BASIN C-2 FEE				
Residential Land Uses				
Low Density Residential	\$20,565	\$617	\$206	\$21,388
Medium Density Residential	\$25,706	\$771	\$257	\$26,735
MDR/HDR	\$30,847	\$925	\$308	\$32,080
High Density Residential	\$33,418	\$1,003	\$334	\$34,754
Nonresidential Land Uses				
Business Park	\$46,271	\$1,388	\$463	\$48,122
Commercial	\$46,271	\$1,388	\$463	\$48,122
Industrial	\$41,130	\$1,234	\$411	\$42,774
Public/Other Land Uses				
School	\$28,276	\$848	\$283	\$29,408
Other	\$41,130	\$1,234	\$411	\$42,774

total fee sum

[1] Refer to Table 5 for Costs per Acre.

[2] From 2011 RD 784 Drainage Impact Fee Nexus Study, with updated rates from EPS' 2014 Technical Memorandum entitled, "Inflation Adjusted RD 784 Drainage Impact Fees."

Drainage Fee Program Implementation and Administration

Implementation

The Basin C-2 Drainage Fee Program presented in this report is based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. The cost estimates presented in this report are in constant 2015 dollars. After the fees presented in this report are established, RD 784 will conduct periodic reviews of infrastructure improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, RD 784 may make necessary adjustments to the Basin C-2 Drainage Fee Program through subsequent fee program adjustments. As costs, land uses, and other fee program information changes over time, the Basin C-2 Drainage Fee Program will be updated to account for these changes.

Following RD 784 action to implement this drainage fee, this fee would be adopted by the County through one or more ordinances establishing and authorizing collection of the fee. The fee will be effective 60 days following the County's final action on the ordinance authorizing the fee.

Administration

The County will collect the drainage impact fee on behalf of RD 784 and will track the amount collected for Basin C-2. As the agency collecting the fee, the County will maintain records of fee amounts paid (e.g., fee-paying party, property, etc.). The County shall not transfer or disburse any funds from the impact fee account(s) unless directed to do so by RD 784.

Before making payment to the County, any applicant who will be paying drainage impact fees shall obtain a written estimate from RD 784 of the fees that shall be payable. The applicant will be required to deliver a copy of the RD 784 fee documentation paperwork to the County with payment of the impact fees. An example of this form is included as **Appendix C** to this document.

RD 784 will maintain records of all impact fee payments received. In its role as fee program administrator, tasks required of RD 784 may include these:

- Coordinating with the County on fee payment amounts and fee program accounting.
- Preparing fee credit/reimbursement agreements for RD 784 Board and County consideration.
- Tracking all Basin C-2 Drainage Fee Program payments and assignment of fee credits/reimbursements.
- Tracking cash reimbursements paid and payable to property owners or developers who are owed cash reimbursements.
- Monitoring fee program account balances and obligations of the Basin C-2 Drainage Fee Program.

Organization of Report

This Basin C-2 Drainage Fee Program Nexus Study is organized into the following chapters:

- **Chapter 1** summarizes the proposed Basin C-2 Drainage Fee Program.
- **Chapter 2** identifies the land uses that would be subject to the Basin C-2 Drainage Fee Program.
- **Chapter 3** describes the drainage facilities and other costs included in the Basin C-2 Drainage Fee Program, and the nexus study methodology used to determine the fee for Basin C-2.
- **Chapter 4** summarizes the nexus findings for the Basin C-2 Drainage Fee Program.
- **Chapter 5** describes Basin C-2 Drainage Fee Program implementation and administration.

In addition, this nexus study includes the following appendices:

- **Appendix A** is the Drainage Basin C-2 Zone of Benefit Report, produced by MHM.
- **Appendix B** is the Inflation Adjusted RD 784 Drainage Impact Fees Technical Memorandum that provides current drainage fee rates for Basin C.
- **Appendix C** is an example RD 784 fee payment certification form.

2. LAND USES

There are approximately 272 developable acres in Basin C-2. This total excludes areas for schools and major roads, as well as parks and open space areas. As development has proceeded in Basin C-2, only a subset of the buildout total is remaining to be developed. This Basin C-2 Drainage Fee Program calculates approximately 120 total remaining developable acres that would be subject to the fee.

Drainage Fee Program Land Uses

MHM compiled the land use data used for this drainage fee. **Table 2** shows the buildout and remaining land uses in Basin C-2. The land use categories shown are based on County development zoning classifications and RD 784 existing Drainage Fee Program categories. With this drainage fee, parcels planned for major roads, parks, and open space are not allocated costs and, therefore, would not be subject to the drainage fee.

Table 2
Reclamation District 784
Drainage Basin C-2 Impact Fee Nexus Study
Summary of Basin C-2 Land Uses

Land Use Category	Basin C-2	
	Buildout Acres	Remaining Acres
Residential Land Uses		
Low Density Residential	8.6	8.6
Medium Density Residential	27.4	23.9
Medium/ High Density Residential	0.0	0.0
High Density Residential	37.8	37.7
Subtotal Residential Land Uses	73.7	70.2
Nonresidential Land Uses		
Business Park	0.0	0.0
Commercial	25.7	17.1
Industrial	36.8	27.6
Subtotal Nonresidential Land Uses	62.5	44.6
Public/ Other Land Uses		
School	0.0	0.0
Open Space	0.0	0.0
Park	0.0	0.0
Major Roads	0.0	0.0
RD 784	0.0	0.0
Other	135.8	5.2
Subtotal Public/ Other Land Uses	135.8	5.2
Total	272.0	120.0

land use

Source: MHM Incorporated and EPS.

3. DRAINAGE FEE PROGRAM FACILITIES, COST ESTIMATES, AND COST ALLOCATION METHODOLOGY

This chapter describes the facilities, costs, and nexus study methodology used in the Basin C-2 Drainage Fee Program. The nexus study methodology describes how the required facility costs were allocated proportionally to benefitting land uses. The Basin C-2 Drainage Fee Program will apply to the 120 remaining developable acres in Basin C-2.

Drainage Basin C-2 Facilities and Costs

The Basin C-2 Drainage Fee Program facilities and cost estimates are based on information contained in the RD 784 Drainage Basin C-2 Zone of Benefit Report (**Appendix A**), prepared by MHM. The cost estimates are based on planning-level engineer's cost estimates, prepared in 2015.

The RD 784 Drainage Basin C-2 Zone of Benefit Report included a pump station, backup generator, force main, new detention basin, and outfall pipes that benefit only the land uses in Basin C-2 and are necessary to accommodate any further development in the sub-basin. The estimated storm drainage facilities and related costs are approximately \$1.3 million. Because new development in the sub-basin cannot proceed without these improvements, the entire \$1.3 million in costs (**Table 3**) is included in this nexus study and used as the basis to calculate the Basin C-2 cost.

Drainage Fee Methodology

The RD 784 Basin C-2 Drainage Fee has been calculated by allocating the costs of drainage facility capital improvements necessitated by new development to the land uses remaining to be developed in Basin C-2. This Basin C-2 Drainage Fee Program methodology was determined to fully fund the necessary drainage system improvements and related costs and results in the lowest cost to remaining development. Under this methodology, the drainage facilities and costs remaining to be incurred are allocated to the land uses remaining to be developed, based on the proportional benefit conferred to each land use category, as determined by impervious surface area use factors.

Cost Allocation and Fee Calculation Methodology

Basin C-2 drainage facilities costs were allocated to remaining land uses using the following steps:

1. Determine the remaining land uses that will benefit from the drainage facility improvements and related costs (discussed in **Chapter 2**).
2. Determine the infrastructure costs needed to serve remaining development (identified by MHM and discussed above).

3. Determine the cost of infrastructure to be funded by the Basin C-2 Drainage Fee Program after accounting for other funding sources, such as existing fee program account balances and outside funding sources (e.g., grants, other agency funding, etc., if applicable) (described in **this chapter**).
4. Determine the proportionate impact and the appropriate share of costs attributable to each land use type:
 - a. Apply the appropriate allocation factor to the anticipated land uses to determine the total number of Equivalent Dwelling Units (EDUs). Impervious surface area factors were used as the appropriate allocation factors. Existing RD 784 impervious surface area factors were retained for the Basin C-2 Drainage Fee Program (see **Table 4**).
 - b. Determine the percentage of total EDUs by land use category (**Table 4**).
 - c. Multiply the percentage of EDUs by land use category by the remaining drainage facility cost (**Table 4**).
 - d. Divide the allocated cost by land use type by the number of acres by land use type to determine the justifiable cost per acre for residential and nonresidential land use categories.
 - e. Allocated costs for land uses with no remaining developable acres were calculated based on the land uses' impervious surface area factors.
5. Add administrative costs to derive the maximum justifiable fee per acre of residential and nonresidential land. **Table 1** in **Chapter 1** shows the total cost plus administrative costs to derive the maximum justifiable fees.

Basin C-2 Fee

All land uses will be subject to the Basin C drainage fee and the Basin C-2 fee, as long as it is applicable. As shown in **Table 5**, this subset of land uses will pay the Basin C fee plus an incremental amount applicable only to Basin C-2 land uses.

Note that Basin C-2 development also will be subject to the Basin C Advance Funding Charge, the provisions of which are set forth in the 2011 Nexus Study, as updated in 2013.

Table 3
Reclamation District 784
Drainage Basin C-2 Impact Fee Nexus Study
Summary of Basin C-2 Drainage Costs (2015\$)

Item	Basin C-2 Permanent Facilities	Contingency	Design & Construction Engineering	Total
		20%	15%	
Basin C-2 Improvements				
Schedule A (Pump station, pump, motor, and electrical work)	\$477,650	\$95,530	\$71,648	\$644,828
Schedule B (Back up generator)	\$85,000	\$17,000	\$12,750	\$114,750
Schedule C (Force main & culvert)	\$165,100	\$33,020	\$24,765	\$222,885
Schedule D (Pond improvements)	\$209,000	\$41,800	\$31,350	\$282,150
Subtotal Improvements	\$936,750	\$187,350	\$140,513	\$1,264,613
County Fees				\$10,000
Total (Rounded)	\$940,000	\$190,000	\$140,000	\$1,270,000

C-2 costs

Source: MHM Incorporated.

Table 4
Reclamation District 784
Drainage Basin C-2 Impact Fee Nexus Study
Basin C-2 Cost Allocation (2015\$)

Land Use Category	Gross Developable Acres Remaining		Runoff Factor by Land Use	Total Drainage Units	% of Total Drainage Units	Distribution	Allocated Cost per Gross Developable Acre
	[1]	[2]					
<i>Formula</i>	<i>A</i>	<i>B</i>	$C = A * B$	$D = C /$ <i>Total Drainage Units</i>	$E = D * \text{Total Cost}$	$F = E / A$	
Residential Land Uses							
Low Density Residential	8.6	0.40	3.4	4.2%	\$53,447	\$6,237	
Medium Density Residential	23.9	0.50	12.0	14.7%	\$186,474	\$7,796	
Medium/ High Density Residential	0.0	0.60	0.0	0.0%	\$0	\$9,355	
High Density Residential	37.7	0.65	24.5	30.1%	\$381,663	\$10,134	
Subtotal Residential Land Uses	70.2		39.9	48.9%	\$621,584		
Nonresidential Land Uses							
Business Park	0.0	0.90	0.0	0.0%	\$0	\$14,032	
Commercial	17.1	0.90	15.4	18.9%	\$239,671	\$14,032	
Industrial	27.6	0.80	22.0	27.1%	\$343,760	\$12,473	
Subtotal Nonresidential Land Uses	44.6		37.4	45.9%	\$583,431		
Public/ Other Land Uses							
School	0.0	0.55	0.0	0.0%	\$0	\$8,575	
Other	5.2	0.80	4.2	5.1%	\$64,985	\$12,473	
Subtotal Public/ Other Land Uses	5.2		4.2	5.1%	\$64,985		
Total All Land Uses	120.0		81.5	100.0%	\$1,270,000		

Source: MHM Incorporated.

[1] See Table 2 (Land Use Table).

[2] Runoff factors by land use provided by MHM Incorporated.

[3] See Table 3 for cost detail.

[4] Cost allocation per acre for Medium/High Density Residential, Business Park, and School estimated using the ratios for runoff factors by respective land use.

cost alloc

Table 5
Reclamation District 784
Drainage Basin C-2 Impact Fee Nexus Study
Summary of Drainage Basin C and Basin C-2 Cost per Acre (2015\$)

Land Use Category	Allocated Costs per Gross Developable Acre		
	Drainage Basin C	C-2 Cost	Total
		Permanent Facilities	Drainage Basin C-2
	[1]	[2]	[3]
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A + B</i>
Residential Land Uses			
Low Density Residential	\$14,328	\$6,237	\$20,565
Medium Density Residential	\$17,911	\$7,796	\$25,706
Medium/ High Density Residential	\$21,492	\$9,355	\$30,847
High Density Residential	\$23,284	\$10,134	\$33,418
Nonresidential Land Uses			
Business Park	\$32,239	\$14,032	\$46,271
Commercial	\$32,239	\$14,032	\$46,271
Industrial	\$28,656	\$12,473	\$41,130
Public/ Other Land Uses			
School	\$19,701	\$8,575	\$28,276
Open Space	\$0	\$0	\$0
Park	\$0	\$0	\$0
Other	\$28,656	\$12,473	\$41,130

total alloc

Source: Inflation Adjusted RD 784 Drainage Impact Fees, 2014; EPS.

- [1] Drainage Basin C includes all development in Drainage Basin C and Drainage Basin C-2.
 [2] Drainage Basin C-2 costs are calculated based on added facilities from new development.
 [3] Includes costs allocated to Drainage Basin C as well as additional costs allocated only to Drainage Basin C-2.

4. NEXUS FINDINGS

Authority

This report has been prepared to establish the RD 784 Basin C-2 Fee Program in accordance with the procedural guidelines established in AB1600, which is codified in California Government Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."¹ Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Summary of Nexus Findings

The development impact fee to be collected for each land use is calculated based on the proportionate share of the total facility use that each land use represents. With this approach, the following findings are made regarding the RD 784 Basin C-2 Drainage Fee Program.

Purpose of Fee

The storm drainage fee developed through this nexus study would fund storm drainage improvements necessary to serve new residential and nonresidential development in Basin C-2 based on RD 784's design standards for such facilities.

Use of Fees

The Basin C-2 Drainage Fee Program will be used to design and develop required improvements or expansions to storm drainage facilities to accommodate demands from new development in RD 784 Basin C-2.

¹ *Public Needs & Private Dollars*; (July 1993), William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Relationship between Use of Fees and Type of Development

Development of new residential, office, commercial, and other land uses in Basin C-2 will generate additional demand for storm drainage collection and conveyance capacity. Additional facilities will be required for RD 784 to maintain adequate level of service standards for new development in Basin C-2.

Relationship between Need for Facility and Type of Project

Each new residential and nonresidential development project will increase impervious surface area and thereby will add to the incremental need for storm drainage collection and conveyance capacity, and each new project will benefit from the new capacity in proportion to their estimated use for such facilities.

Relationship between Amount of Fees and Cost of Facility or Portion of Facility Attributed to Development on which Fee is Imposed

Construction of the storm drainage facilities will serve new development in Basin C-2. The cost of these improvements to be funded by new development are allocated to each benefiting land use using a cost allocation method (EDU) that measures the relative benefit for each land use. The costs were allocated using impervious surface area factors measured as storm drainage runoff coefficients per acre for residential and nonresidential development. The result is a maximum justifiable fee for each acre of new development that reflects the relative impact of a given land use type on the storm drainage system.

5. *DRAINAGE FEE PROGRAM IMPLEMENTATION*

The Basin C-2 Drainage Fee Program presented in this report represents the maximum justifiable fee that can be collected from new development. The drainage fees are based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. As costs, land uses, and other fee program information changes over time, the Basin C-2 Drainage Fee Program will be updated to account for these changes. For example, if RD 784 successfully obtains grant funding for one or more drainage facility items, the Basin C-2 Drainage Fee Program would need to be modified to reflect the grant funding offset.

The cost estimates presented in this report are in constant 2015 dollars. As described in more detail below, the Basin C-2 Drainage Fee Program will include provisions for automatic annual adjustments for cost inflation.

After the Basin C-2 Drainage Fee Program presented in this report is established, RD 784 will conduct periodic reviews of infrastructure improvement costs and other assumptions used as the basis of this nexus study. Based on these reviews, RD 784 may make necessary adjustments to the Basin C-2 Drainage Fee Program through subsequent fee program adjustments. Each of the fee program implementation policies and procedures identified in this nexus study shall become effective when the updated fees become effective. RD 784 will not apply any of the implementation policies and procedures on a retroactive basis.

Implementing Ordinances/Resolutions

To enact the updated fees, RD 784 will adopt one or more resolutions or ordinances establishing and authorizing collection of the established fee program. After that action, RD 784 will request that the County collect the drainage fees on behalf of the district.

To collect the fees, the County will also have to adopt one or more ordinances establishing and authorizing collection of the fees. The fees will be effective 60 days following the County's final action on the ordinance(s) authorizing the fees.

Timing of Drainage Fee Payment

The drainage impact fees will be collected from new development before the time when the impervious surface area created in a project is connected to the storm drainage system. This would typically occur before approval for improvement plans for infrastructure related to a development project; however, it could be as early as grading permit in some circumstances. Property owners and land developers are responsible for coordinating with RD 784 to ensure that drainage impact fees are paid when required, but in no case shall that payment occur later than before the issuance of a final map for a development or project.

Drainage Fee Program Payment Collection and Administration

The County will collect the drainage impact fees on behalf of RD 784 and will track amounts collected for Basin C-2. As the agency collecting the fee, the County will maintain records of fee amounts paid (e.g., fee-paying party, property, total fee). The County will make such records available to RD 784 upon their request and will prepare at least annually a report of the funds on deposit for Basin C-2, the sources of those funds, and any disbursements made during the year. Finally, the County shall not transfer or disburse any funds from the impact fee account(s) unless directed to do so by RD 784.

Before making payment to the County, any applicant who will be paying drainage impact fees shall obtain a written certificate from RD 784 quantifying the fees that shall be payable. The applicant will be required to deliver a copy of the RD 784 fee documentation paperwork to the County with payment of the impact fees. The County should not authorize receipt of any drainage impact fee payments unless presented with an accompanying RD 784 certificate. An example of this form is included as **Appendix C** to this document.

RD 784 will maintain records of all impact fee payments. In its role as fee program administrator, tasks required of RD 784 may include these:

- Coordinating with the County on fee payment amounts and fee program accounting.
- Preparing fee credit/reimbursement agreements for RD 784 Board and County consideration.
- Tracking all Basin C-2 Drainage Fee Program payments and assignment of fee credits/reimbursements.
- Tracking cash reimbursements paid and payable to property owners or developers who are owed cash reimbursements.
- Monitoring fee program account balances and obligations of the Basin C-2 Drainage Fee Program.

Drainage Fee Program Exemptions

Exemptions from the Fee

The Basin C-2 Drainage Fee Program may be reduced under certain circumstances. Any exemptions or reductions in fees will be based on RD 784's independent analysis and review of the subject property. All determinations regarding the exemptions provided in this section shall be made by the RD 784 General Manager subject to appeal to the RD 784 Board. All determinations regarding drainage fee exemptions will be subject to County approval. The following entities will be exempted from payment of the drainage fees.

Agricultural Land

Land in agriculture is exempt from Basin C-2 Drainage Fee Program. At the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and Basin C-2 drainage fees shall be paid as described herein.

Replacement/Reconstruction

Any structure replaced or reconstructed on the same parcel within 2 years of a structure being demolished, damaged, or destroyed for any reason shall be exempt from the Basin C-2 Drainage Fee Program. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building(s) replaced or reconstructed exceeds the total documented footprint of the building(s) replaced or reconstructed, the excess is subject to Basin C-2 drainage fees.

Administration of Exemptions

No exemptions shall be given except as specified herein. The County shall make all final determinations regarding exemptions.

Required Fees

Below are examples of instances in which the drainage fee may be required for land uses that potentially could be classified as exempt from the fees:

1. Any project listed as exempt but which nonetheless, in the opinion of RD 784, increases the demand on RD 784 facilities funded by the drainage fee in excess of that originally anticipated by RD 784. In such instances, RD 784 may prorate the amount of the fee based on the project's anticipated impact on the subject facility or facilities.
2. Illegal facilities and buildings, constructed before the adoption of the Basin C-2 Drainage Fee Program, which consequently obtain a building permit to legitimize the facility or building, may be subject to the applicable fee.
3. Accessory residential structures that are converted to a separate residential dwelling unit may be subject to the drainage fee as long as the primary residence remains on the property.
4. Temporary buildings that are authorized for more than 30 days in any calendar year may be subject to the fee when converted to permanent use.
5. The reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity or act of God, which has been vacant for more than 2 years.
6. That portion of the reconstruction of a building destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity or act of God, which is greater than the documented total number of units or square footage that was or would have been previously subject to the drainage fee.

Other Land Uses

The Basin C-2 Drainage Fee Program identifies fees for the major land use categories identified by County development zoning classifications. Specialized land uses may have unique Equivalent Dwelling Unit (EDU) characteristics, and in these cases, RD 784 may require a project-specific analysis or will calculate the appropriate fee based on information derived from the existing RD 784 information. For specialized development projects, the RD 784 General

Manager or his/her designee, in conjunction with the RD 784 Engineer, will review EDU factors applicable to the specialized development and will decide on an applicable fee, if necessary.

Drainage Fee Program Reimbursements and Credits

As is typical with development impact fee programs, many of the public infrastructure facilities are needed up-front, before adequate revenue from the fee collection would be available to fund such improvements. Consequently, some type of private funding may be necessary to pay for the public improvements when they are needed. This private financing may be in the form of land-secured bonds, developer equity, or other form of private financing. Based on RD 784 existing practice, there shall be no adjustment to the drainage fee based on the method by which a constructing party funds or constructs eligible project costs.

Reimbursement for Eligible Project Improvements

In cases where a private party (e.g., developer) has advance-funded an eligible Basin C-2 Drainage Fee Program facility, the party will be due a reimbursement from the Basin C-2 Drainage Fee Program, and such reimbursements would be in the form of fee credits or cash reimbursements.

Eligible Basin C-2 Drainage Fee Program facilities are defined as follows:

- Project that is included within and conforms with an approved RD 784 Drainage Facility Master Plan.
- Project that has received prior approval from RD 784.
- Project must be in a condition acceptable to RD 784.
- Project developer must provide RD 784 with a set of "as built" construction drawings and documentation.

Reimbursements will be provided under the following conditions:

- Developer-installed improvements shall be considered for reimbursement. Only funds collected from the drainage fee in the applicable drainage basin shall be used to reimburse a developer who installed eligible infrastructure improvements identified in this report. Reimbursements are an obligation of the Basin C-2 Drainage Fee Program and not an obligation of the RD 784 General Fund or other operating funds.
- All bidding and contracting for construction work shall be done according to RD 784 standards to allow for the project improvements to be eligible for fee credits and reimbursements.

The total amount of reimbursement for completed infrastructure will be based on the lesser of actual costs incurred for eligible hard and soft costs, based on a properly bid construction contract or scheduled costs included in this nexus study as adjusted by the automatic annual adjustment factor to present-year dollars. All hard and soft costs will be subject to verification by RD 784 and its Engineer.

All fee credits and reimbursements will be based on the costs in the year in which the construction of eligible infrastructure was completed and verified by RD 784. From that point forward, outstanding fee credits and cash reimbursements will be automatically adjusted annually by the same adjustment factor that is applied to the drainage fees. For example, work on an eligible drainage facility that is completed and verified in 2015 will be in 2015 dollars. If the drainage fee were automatically adjusted by 3 percent in July 2016 (example only), then the remaining amount of the outstanding fee credit/reimbursement in July 2016 also would be adjusted by 3 percent.

Reimbursements shall be controlled by a fully executed fee program credit/reimbursement agreement in a form similar to existing agreements executed by RD 784. Depending on circumstances, Basin C-2 Drainage Fee Program reimbursements may be in the form of fee credits or cash reimbursements as described in more detail below.

Fee Credits and Cash Reimbursements

Fee Credits

Credits against impact fees for constructing eligible facilities will be provided under the following conditions:

1. Developer-installed/acquired backbone infrastructure improvements will be considered for reimbursement. The drainage fees in other basins will not be commingled to reimburse a developer. For example, only funds collected from the Basin C-2 drainage fee will be used to reimburse a developer who installed a drainage facility improvement identified in Basin C-2. While accounts would not be commingled, inter-fund loans may occur.
2. The value of any developer-installed/acquired improvements for reimbursement/fee credit purposes will not exceed the total cost estimate (as adjusted for inflation) used to establish the amount of the fee, or actual costs, whichever is lower. This policy can be applied to an entire drainage facility component rather than to individual line items that make up a total drainage facility component. This practice will permit balancing of "overs and unders" for individual line items, while adhering to the policy based on the entire cost of an eligible drainage facility component (e.g., detention basin or pump station). If actual costs exceed the costs used to establish the fees, then the fee credit and reimbursement could only include the higher actual costs, if the basis of the fees was updated to include the higher actual costs.
3. The use of accumulated impact fee revenues will be used in the following priority order: (1) critical projects,² (2) repayment of inter-fund loans, and (3) repayment of accrued reimbursement to private developers. A project is deemed to be a "critical project" when failure to complete the project prohibits further development from occurring.

² Critical projects are those backbone drainage infrastructure projects as identified by RD 784 that are needed to increase storm drainage storage, conveyance, or other delivery capacity (i.e., pump stations), where the existing backbone facilities do not have the available capacity to supply development.

The first priority for reimbursement of eligible costs identified in a fee credit and reimbursement agreement will be through the use of fee credits. From time to time, RD 784 may limit the amount of fee credits available for a given project to less than 100 percent. Such limitation will be based on the need by RD 784 to collect some drainage impact fee revenue to fund a critical project as defined in this document. To the extent that less than 100 percent credit would be available, then that developer(s) would obtain more cash reimbursement as compared to the case if 100 percent fee credit were granted.

Once all criteria have been met, fee credits may be taken against fees when payable; however, no later than before the final map. To obtain fee credits, developers must obtain an executed fee credit and reimbursement agreement.

Fee credits will be expressed as a dollar amount to be used to offset the drainage fee and may be used as a credit against fees for the property for which the fee credits were granted.

Cash Reimbursements

Cash reimbursements will be due to developers who have advance funded a facility (or facilities) in excess of their total Basin C-2 Drainage Fee Program obligation. Cash reimbursements will repay a developer for the difference between the total reimbursement amount (i.e., total cost of eligible project) and that amount repaid through the use of fee credits. In these circumstances, developers would first obtain fee credits, up to a maximum of their fair share requirement for drainage facilities (subject to the potential limitations described above), and then await cash reimbursement from fee revenue collections from other fee payers.

To obtain reimbursements, developers would have had to enter into a fee credit and reimbursement agreement with RD 784. Cash reimbursements will be paid on a first-in/first-out basis based on the effective date of the credit/reimbursement agreement in any given calendar month. If two agreements have an effective date in the same calendar month, each will be given equal priority for reimbursement. Cash reimbursements will be paid no less than semi-annually by RD 784. Outstanding cash reimbursement amounts subject to future payment will be increased annually by the same adjustment factor used to adjust the drainage fee. Cash reimbursement balances are not convertible to fee credits.

Drainage Fee Program Adjustments and Updates

The Basin C-2 Drainage Fee Program is subject to automatic annual inflation adjustments, periodic updates, and a 5-year review. The purpose of each update is described in this section.

The proposed fee shall be adjusted annually in the same manner and at the same time that the County annually adjusts their Countywide Capital Facilities Fee program and other County-administered fee programs. Presently, the County annually adjusts their fee programs with the change to be effective in July of each calendar year (the first month of the County's fiscal year).

Drainage Fee Program Adjustments

Annually, the costs on which the drainage fee is based shall be adjusted using a construction cost index, such as the Engineering News Record Construction Cost Index (CCI). Concurrently, the drainage impact fees shall be adjusted using the same index.

Presently, the County adjusts its development impact fees using the average of the change in the San Francisco CCI and the change in the 20-city CCI as reported in the Engineering News Record for the 12-month period ending May of each calendar year. The cost and fee adjustment becomes effective in July of each calendar year.

In the event the County changes the index or period that the fees shall be automatically adjusted, the Basin C-2 Drainage Fee Program would be subject to the County's changes. RD 784 would need to work with the County to ensure that any proposed changes would be acceptable to RD 784.

Drainage Fee Program Updates

The proposed RD 784 Basin C-2 Drainage Fee Program is subject to periodic update based on changes in developable land, cost estimates, or other changes in the data on which the fee is based. During periodic updates, RD 784 will analyze these items:

- Changes in land uses.
- Changes in anticipated drainage facilities required.
- Changes in drainage facility costs greater than inflation.
- Changes in other funding sources (e.g., grant or other agency funding).
- Changes in the cost to update or administer the fee.

Any changes to the fees based on the periodic update will be presented to the RD 784 Board and the County for approval before an increase or decrease in the fee.

Five-Year Review

Fees will be collected from new development immediately, and RD 784 may use of these funds immediately; however, RD 784 may also need to wait until a sufficient fund balance can be accrued to use fees. According to Government Code Section 66000, RD 784 and the County are required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, RD 784 and the County (by collecting the fee) will be required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete plan area improvements.
- Designate the approximate dates on which the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

RD 784 and the County must refund the unexpended or uncommitted revenue portion of the fee for which a need could not be demonstrated in the above findings, unless the administrative costs exceed the amount of the refund.

APPENDICES:

- Appendix A: Reclamation District No. 784
Drainage Basin C-2 Zone of Benefit
Report
- Appendix B: Inflation Adjusted Reclamation
District 784 Drainage Impact Fees
Technical Memorandum
- Appendix C: RD 784 Basin C-2 Drainage Impact
Fee Certification (Example)



APPENDIX A:

Reclamation District No. 784 Drainage Basin C-2 Zone of Benefit Report



Reclamation District No. 784 Drainage Basin C-2 Zone of Benefit Report

Engineer's Report

February 18, 2015



Prepared by:

MHM, Incorporated
1204 E Street
P.O. Box B
Marysville, California 95901

Submitted to:

Reclamation District No. 784
1594 Broadway Road
Arboga, California 95961

TABLE OF CONTENTS

1.0	Background.....	1
1.1	Introduction	1
1.2	Conceptual Improvements.....	1
1.3	Proposed District Boundary	1
1.4	Purpose of Engineers Report.....	2
1.5	Authority and Process	3
2.0	Proposed Funded Facilities, Services and Cost Estimates.....	5
2.1	Service Provided by RD 784.....	5
2.2	Budgeted Cost of Improvements.....	5
3.0	Impact Fee Methodology	7
3.1	Impacts	7
3.2	Impact Fee Calculation.....	7
4.0	Impact Fee Administration	9
4.1	Schedules for Collection.....	9
4.2	Challenge of Impact Fees Levied to Properties	9
4.3	Duration of Impact Fee	9
5.0	Conclusions	10
Appendix	.....	11
	Appendix A – RD 784 Pump Sta. #5 Facilities Project Assessment Technical Memorandum	
	Appendix B – Proposed Boundary of RD 784 Basin C-2 with Large Undeveloped Areas	
	Appendix C – Engineer’s Estimate	

LIST OF FIGURES

<u>Figure</u>	<u>Description</u>
Figure 1	Impact Fee District Boundary Map..... 2

LIST OF TABLES

<u>Table</u>	<u>Description</u>
Table.1	Project Cost 5
Table.2	Undeveloped Areas 8

CHAPTER 1.0 - BACKGROUND

1.1 Introduction

Reclamation District 784 (RD 784) is principally the area surrounded by the following rivers: on the north by the Yuba River, on the west by the Feather River, on the south by the Bear River, and on the east mostly by the Western Pacific Interceptor Canal until north of Hammonton-Smartsville Road where it is bound by said road. RD 784 has the responsibility for internal drainage within its service boundaries. As part of this responsibility, it operates and maintains 10 pump stations. One of these pump stations, Pump Station No. 5 (PS #5), also known as Avondale Pump Station, is in need of replacement and the addition of a detention pond in order to accommodate future development within the basin that drains into it. PS# 5 services the water shed basin identified as Basin C-2 that contains approximately 272 acres and is bounded by the Yuba River Levee on the north, Hammonton-Smartsville Road on the east and south, and the Union Pacific Railroad tracks on the west. In order to fund the replacement/upgrade project RD 784 is establishing an impact fee for the undeveloped area within Basin C-2.

1.2 Conceptual Improvements

The replacement of the pump station and addition of a pond is necessitated by two important factors. First, the current pumping capacity of the antiquated pump station is inadequate for future post development flows and second, in order to ensure future flows do not exceed downstream capacity, a buffer in the form of a detention pond is required. The proposed improvements funded by the proposed impact fee include the complete replacement of the pump station including: demolition of the existing station, excavation, a cast-in-place concrete sump structure and housing facility, two pumps, new discharge pipes, outfall structure into Lateral 5 (Algodon Canal), construction of a detention pond, and all appurtenant improvements included in the Table 1 Engineer's estimate.

1.3 Proposed District Boundary

All parcels receiving benefit from the operation of PS #5 and within the Basin C-2 boundary are bounded as follows: on the north by the southern levee of the Yuba River, on the west the Union Pacific Railroad, and on the south and east by Hammonton Smartsville Road. The boundary is outlined in red in Figure 1. The watershed encompasses approximately 272 acres, and 120 acres of it will produce increased runoff when fully developed.

More specifically, parcels or portion of parcels that are currently undeveloped and therefore, when developed, will create the impact necessitating the drainage capacity provided by the detention pond and pump station upgrade through its operation are determined to be subject to the impact fee. All those parcels or portion of parcels that make up the benefiting property are included within the proposed Impact Fee District boundary. The Impact Fee District Parcels Map shown in Figure 1 and included in Appendix B highlights the district boundary in red, and the parcels that are fully undeveloped or have large undeveloped areas are shaded in green.



Figure 1: Basin C-2 Boundary

1.4 Purpose of Engineer's Report

The purpose of this Engineer's Report is to describe in detail the methodology for levying an impact fee upon parcels whose development will necessitate the rehabilitation of PS #5 and the detention pond construction. The impact fees will only fund the replacement of PS #5 and the construction of the detention pond and will not cover the maintenance and operation of the facility. The money that RD 784 currently receives to operate and maintain the existing facility will continue to be sufficient to support O&M of the improved facility; therefore, the impact fees will cover only capital improvements and associated District administration.

This Engineer's Report outlines the funding plan for RD 784's improvements to the pump station. **Chapter 2** of this report outlines the authorized improvements and costs; **Chapter 3** describes the financing plan for the project; **Chapter 4** details the methodology for levying a fee that is proportional to the impact produced by each parcel within the proposed impact fee district; **Chapter 5** describes how the fee would be levied against property owners; and **Chapter 6** provides the impact fee findings and certification by the engineer.

Appendix A provides a Project Assessment Technical memorandum prepared by MHM Inc.

Appendix B Basin C-2 Parcels Map identifies the parcels with large undeveloped areas and the proposed boundary for inclusion in the impact fee.

Appendix C provides the detailed Engineer's Cost estimate identifying the total costs of needed Basin C-2 improvements.

1.5 Authority and Process

The impact fee being proposed by RD 784 is authorized by the Water Code and will be implemented consistent with Assembly Bill (AB) 1600, which was enacted by the State of California in 1987 and created Section 66000 et seq. of the Government Code. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental extraction and the purpose of the condition." Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee
- Identify how the fee is to be used
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of the public facility attributable to the development on which the fee is imposed.

The impact fees to be collected for each parcel are based upon that parcel's undeveloped area to be developed as a percentage of Basin C-2's total undeveloped area.

Following submittal of this report to the RD 784 Board of Trustees (Board) for preliminary approval, the Board by resolution will call for the approval of the fee to move forward under Government Code § 66018 which contains the public hearing requirements for the adoption or increase of impact fees. Under § 66018, RD 784 must conduct at least one regularly scheduled meeting with notice given pursuant to § 6062a, which requires publication of notice twice, at least five days apart, within the first ten days prior to the hearing. Any costs incurred in conducting the required public hearing may be recovered from the proceeds of the enacted fee.

Upon adoption of the resolution establishing and authorizing collection of the fee, RD 784 will request that the County collect the drainage fees on behalf of the district. To collect the Drainage Basin C-2 fee, the County will also have to adopt one or more ordinances establishing and authorizing collection of the fee. The development impact fee will become effective sixty (60) days thereafter (Government Code § 66017).

As the agency collecting the fee, AB 1600 requires that the County account for all fees collected under its terms. Funds collected for the PS #5 improvement are to be deposited in a separate

account and not commingled with any other funds or impact fees (Gov. Code § 66006(a)). While the funds are accruing for the improvement, RD 784, in its role as the fee program administrator, and the County must keep track of the fund and provide an annual report within 180 days after the last day of the fiscal year (Gov. Code § 66001(d)).

CHAPTER 2.0 – PROPOSED FUNDED FACILITIES, SERVICES AND COST ESTIMATES

2.1 Services Provided by RD 784

RD 784 provides a range of drainage and flood control prevention facilities. The stormwater collection and conveyance facilities are owned and operated by the County of Yuba and RD 784, but RD 784 provides the terminal discharge of all stormwater via one of its ten pump stations. Pump Station No. 5 (PS #5) (Avondale) is one of these pump stations and provides terminal storm drainage pumping for runoff from a drainage shed of nearly 272 acres. Currently PS #5 is sized with one pump with a capacity of 28 cubic feet per second (cfs) with a 20 cfs and 8 cfs that discharges into the Algodon Canal. Based on analysis, the required capacity is 40 cfs to meet current 100-year flood standards with all parcels within the drainage area developed. In addition, an 11 acre-ft detention pond and replacement of the culvert crossing Hammonton-Smartsville Road is required in the developed state in order to ensure that discharge into Algodon Canal does not adversely affect downstream conditions. **Figure 1** on page 2 shows the location of PS #5 located at the southwest corner of the Basin C-2 watershed.

2.2 Budgeted Cost of Improvements

As summarized in **Table 1**, the estimated improvement costs covered by the proposed impact fee are \$1,270,000. The cost estimates were prepared by MHM and are included within the Technical Memorandum included in **Appendix A**. The estimates include both the hard and soft costs of the pump station replacement and reflect the cost of implementing the improvements in current 2015 costs. Because the improvements are on an as needed basis given future development requirements a date of construction is not known. Given the lack of schedule, the cost estimates should be escalated annually until actual costs are available to ensure that the District will have sufficient funds to implement the project.

As noted, O&M of the proposed improvements will be funded by existing RD 784 revenue sources, and the proposed impact fee does not fund operation and maintenance services.

Table 1 – Project Cost

<i>Item</i>	<i>\$2015 Amount</i>
Bid Schedule A (Pump Station, Pump, Motor, Electrical Work)	\$477,650
Bid Schedule B (Backup Generator)	\$85,000
Bid Schedule C (Force Main)	\$165,100
Bid Schedule D (Pond Improvements)	\$209,000
Subtotal	\$936,750
County Fees	\$10,000
Design & Construction Engineering (15%)	\$140,510
Contingency (20%)	\$187,350
Total	\$1,270,000

Source: MHM

CHAPTER 3.0 – IMPACT FEE METHODOLOGY

3.1 Impacts

The total cost of the improvements must be apportioned among the properties being levied based on the proportionate impact these properties have on the drainage basin. In this instance, the properties being levied will receive mitigation for their runoff in the form of additional drainage capacity within the Basin, in effect the removal of flood waters from the lands that would otherwise inundate or contribute to the inundation of adjacent property but for the pumping and removal of runoff provided by the pump station replacement.

The mitigation provided by the drainage improvements will vary based on the size and use of the affected parcels. Every parcel contributes to internal drainage system and ultimately to the demand for pumping capacity and detention capacity based upon proportional benefit conferred to each parcel, as determined by the parcel developable area and land use runoff factors.

3.2 Impact Fee Calculation

The impact from the developed area is equal to the amount of runoff that the developed area contributes to the total increased runoff in Basin C-2 from a fully developed state, which in aggregate determines the required storage capacity of the detention pond and the pumping capacity of PS #5.

Impact Fee Calculation

Impact fees are determined for each Basin C-2 land use category based on the total developable land area (in acres) for each land use category and impervious surface area factors by land use category. Costs are apportioned to each land use category based on the overall proportion of impervious surface area that land use generates relative to the entire Basin C-2 impervious surface area. The impact fee per acre by land use is computed by dividing each land use category's proportionate share of improvement costs by the total estimated Basin C-2 acres in that land use category.

Table 2 – Undeveloped Areas

APN	Gross Parcel Area	Owner	Notes	Current County Zoning	Gross Undeveloped Area	Land Use Run Off Factor	Total Drainage Units
020-030-038	0.36	Yuba County	Old Right-of-way	C	0.36	0.90	0.32
020-040-076	2.17	Maehalakis Stephen	Partial, old SBS site	C	1.61	0.90	1.45
020-040-077	3.86	Maehalakis Stephen	Partial, old SBS site	C	1.46	0.90	1.31
020-040-079	0.22	Maehalakis Stephen		C	0.22	0.90	0.20
020-052-001	0.38	Benvenuti Ludvina		C	0.38	0.90	0.34
020-052-002	0.79	Benvenuti Ludvina		C	0.79	0.90	0.71
020-061-038	1.21	Pace Heidi		C	1.21	0.90	1.09
020-160-031	7.69	Alzghoul Hamdi	Partial, large building pad undeveloped	C	2.00	0.90	1.80
020-160-037	2.78	Tri Counties Bank		C	2.78	0.90	2.50
020-160-041	6.27	Tri Counties Bank		C	6.27	0.90	5.64
020-030-041	12.10	Green Property Farms LLC	Partial, 1/2 site concrete	M-1	6.76	0.80	5.41
020-030-048	19.72	Marina View Corporation	Partial, 1 previous structure	M-1	19.17	0.80	15.34
020-030-054	4.96	Chavez Margarito	Partial, concrete on site	M-1	1.63	0.80	1.30
020-051-006	0.29	Joseph Williams		R-01	0.29	0.45	0.13
020-070-017	0.28	Vega Jorge		R-01	0.28	0.45	0.13
020-070-018	3.00	Gonzalez Martin		R-01	3.00	0.45	1.35
020-070-024	3.00	Tarrant Murline		R-01	3.00	0.45	1.35
020-462-017	2.00	Shields Colleene		R-01	2.00	0.45	0.90
020-160-005	1.00	RREL BEALE		R-02	1.00	0.55	0.55
020-160-006	1.00	Padilla Octavio		R-02	1.00	0.55	0.55
020-160-036	1.00	Hawk John Daniel	Partial, 1 structures	R-02	0.85	0.55	0.47
020-160-038	0.69	Aspen Pacific Properties		R-02	0.69	0.55	0.38
020-160-042	2.49	Linda County Water		R-02	2.49	0.55	1.37
020-160-046	4.63	Hawk John Daniel	Partial, 2 structures	R-02	4.13	0.55	2.27
020-160-053	1.84	Hawes Eugene	Partial, 3 structures	R-02	1.44	0.55	0.79
020-160-053	1.76	Roman Catholic Church	Partial, large building pad undeveloped	R-02	0.30	0.55	0.17
020-160-056	10.92	Hawk John Daniel	Partial, small portion building & parking	R-02	10.00	0.55	5.50
020-160-057	2.02	Hawk John Daniel		R-02	2.02	0.55	1.11
020-070-009	1.00	Velazquez Juan	Partial, 2 structures	R-03	0.90	0.65	0.59
020-080-004	3.05	Westport Holding		R-03	3.05	0.65	1.98
020-080-005	0.20	Westport Holding		R-03	0.20	0.65	0.13
020-080-006	15.58	Westport Holding		R-03	15.58	0.65	10.13
020-080-012	17.93	Hawk John Daniel		R-03	17.93	0.65	11.65
Other APNS	135.81	Misc. areas on other parcels that could Develop			5.21	0.50	2.61
Total	272.00				120.00		81.52

C = General Commercial Zone, M-1 = General Industrial Zone, R-01 = Single Family Residential Zone, R-02 = Medium Density Residential Zone, R-03 = High Density Residential Zone

CHAPTER 4.0 – IMPACT FEE ADMINISTRATION

4.1 Schedule of Collection

If the RD 784 Board approves the fee it intends to commence collection of the Impact Fee in fiscal year 2015/16. The Impact Fee is intended to be collected from all parcels noted until fully developed.

The annual administrative expenses of the District and Yuba County would be funded through the collected impact fees. Ongoing administrative expenses would include the annual calculation and preparation of the annual report, the actual costs of collecting the fees and the costs of responding to inquiries including the review and processing of appeals. Impact fee rates will include a 3% surcharge to fund RD 784 administration and a 1% surcharge to fund Yuba County administration costs.

4.2 Challenge of Impact Fees Levied on Property

Fee Challenge

In order to protest the fee, the property owner must: (1) both tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or to ensure performance of the conditions necessary to meet the requirements of imposition, and (2) serve written notice to RD 784 that the required payment has been tendered. The notice must inform the District of the factual elements of the dispute and the legal theory forming the basis of the protest (Gov. Code § 66020(a)). The protest must be filed at the time of approval or conditional approval of the development or within 90 days after the imposition of the fee. Failure to file a timely protest will preclude a subsequent lawsuit.

RD 784 must provide the developer with a written notice at the time of project approval or at the time the fees are imposed stating the amount of the fee and providing notice that the 90-day protest period has begun (Gov. Code § 66020(d)(1)).

A developer has 180 days after receiving notice from the District as to the imposition of a project specific fee within which to file a legal challenge regarding the project-specific-fee (Gov. Code § 66020(d)(2)). Failure to file challenge within this time bars any challenge to the fee.

If the developer claims that the impact fee constitutes a special tax, thirty (30) days prior to filing suit, the developer must request a copy of the District's documents that demonstrate how the fee was calculated. If the fee is claimed to be a special tax, the District bears the burden of producing evidence that the fee does not exceed the cost of providing the require facility.

4.3 Duration of the Impact Fee

The impact fee will remain in place until the fee has been collected on all parcels listed for their ultimate development.

CHAPTER 5.0 - CONCLUSIONS

It is concluded that the proposed new impact fee establishes a reasonable relationship between the identified Drainage Basin C-2 storm drainage improvements, the use of fee program revenues to fund the costs of these improvements, and the need generated for these facilities by planned Drainage Basin C-2 development. Each new residential and nonresidential development project in Drainage Basin C-2 will increase impervious surface area and will thereby add to the incremental need for storm drainage collection and conveyance capacity. Costs of Drainage Basin C-2 improvements to be funded by new development are allocated to each benefitting land use using a cost allocation method that measures the relative benefit for each land use, resulting in a maximum justifiable fee for each acre of new development that reflects the relative impact of a given land use type on the storm drainage system.

MHM Incorporated

Sean M. Minard
R.C.E. 52593

APPENDIX

Appendix A – RD 784 Pump Sta. #5 Facilities Project Assessment Technical Memorandum



Appendix C – Engineer's Estimate

APPENDIX B:

Inflation Adjusted Reclamation District 784 Drainage Impact Fees Technical Memorandum



TECHNICAL MEMORANDUM

To: Steve Fordice, Reclamation District 784

From: Ellen Martin and Megan Quinn

Subject: Inflation Adjusted Reclamation District 784 Drainage Impact Fees; EPS #122142

Date: March 27, 2015

The Economics of Land Use



Reader's Note: This memorandum updates the Reclamation District No. 784 drainage impact fee program 2014 inflationary adjustment, provided in Economic & Planning Systems, Inc. (EPS)'s Technical Memorandum, dated July 18, 2014, to include the Basin C Advance Funding Charge.

Reclamation District No. 784 (RD 784 or District) has a drainage impact fee program in place to fund drainage improvements serving new development in Basins A, B, and C. A discrete fee is computed for each drainage basin based on the drainage improvements required to serve benefitting development in each individual basin. In addition, discrete fees are computed for drainage sub-basins in Basin A and Basin C (Basin A-1 and Basin C-1, respectively). The drainage impact fee program also includes an Advance Funding Charge applicable to Basin C development that accelerates funding for regional improvements benefitting Basin C.

The discussion below and attached tables provide the basis for the Drainage Impact Fee program inflation adjustments by drainage basin. This analysis calculates inflated RD 784 drainage fees for the following basins and sub-basins:

- Drainage Basin A
- Drainage Basin A-1.
- Drainage Basin B.
- Drainage Basin C.
- Drainage Basin C-1.

This analysis also provides the inflation adjustment for the Basin C Advance Funding Charge.

Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Consistent with the methodology set forth in the 2013 Nexus Study addenda, EPS adjusted the improvement cost estimates using the average of the change in the San Francisco Construction Cost Index (CCI) and the change in the 20-city CCI, as reported in the Engineering News Record. The current drainage impact fees were based on 2012 costs, and Addendum #1 of the 2013 Nexus Study specifies that the costs should be inflated based on CCI changes from December 2012.

The table below summarizes the basis for the improvement cost estimate adjustment.

Construction Cost Index Adjustment Factor for 2014 Update

Construction Cost Index	Dec. 2012	May 2014	Adjustment Factor
20-City Average	9,412	9,797	4.09%
San Francisco	10,355	10,896	5.22%
Average % Increase			4.65%

"cci_14"

Source: Engineering News Record.

Table 1 summarizes the updated drainage impact fees for Basin A and Basin A-1. **Table 2** details the resulting updated Basin B drainage impact fees, and **Table 3** provides the updated drainage impact fees for Basin C and Basin C-1. **Table 4** provides the updated Drainage Basin C Advance Funding Charge.

Future Inflation Adjustments

This analysis updates the RD784 Drainage Impact Fees for Basins A, B, and C to reflect May 2014 costs. Future inflation adjustments should use May 2014 as the basis from which the drainage impact fees are adjusted.

Please contact Ellen Martin at (916) 649-8010 with questions or comments regarding this memorandum.

Table 1
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin A and A-1 (2012\$)

Basin A

Land Use Category	Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
	[1]	3%	1%	
DRAINAGE BASIN A [2]				
Residential Land Uses				
Low Density Residential	\$5,614	\$168	\$56	\$5,838
Medium Density Residential	\$7,018	\$211	\$70	\$7,299
MDR/HDR	\$8,422	\$253	\$84	\$8,759
High Density Residential	\$9,123	\$274	\$91	\$9,488
Nonresidential Land Uses				
Business Park	\$12,633	\$379	\$126	\$13,138
Commercial	\$12,633	\$379	\$126	\$13,138
Industrial	\$11,229	\$337	\$112	\$11,678
Public/Other Land Uses				
School	\$7,720	\$232	\$77	\$8,029
Other [3]	\$11,229	\$337	\$112	\$11,678

DRAINAGE BASIN A-1
*(All Development Excl. Sawyer's
Landing and Bear River)*

Residential Land Uses				
Low Density Residential	\$10,092	\$303	\$101	\$10,496
Medium Density Residential	\$12,615	\$378	\$126	\$13,120
MDR/HDR	\$15,138	\$454	\$151	\$15,744
High Density Residential	\$16,400	\$492	\$164	\$17,056
Nonresidential Land Uses				
Business Park	\$22,708	\$681	\$227	\$23,616
Commercial	\$22,708	\$681	\$227	\$23,616
Industrial	\$20,185	\$606	\$202	\$20,992
Public/Other Land Uses				
School	\$13,877	\$416	\$139	\$14,432
Other [3]	\$20,185	\$606	\$202	\$20,992

"fee_sum_remaining"

[1] Refer to Table 13 and Table 14 for additional detail regarding the costs allocated by sub-basin and land use category.

[2] Basin A fee rates would apply to Sawyer's Landing and Bear River only.

[3] Excludes parks, which are exempt from the fee.

Basin B

Table 2
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin B (2014\$)

Land Use Category	2012 Cost per Acre	2014 Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
		4.65% [1]	3%	1%	
Residential Land Uses					
Low Density Residential	\$8,324	\$8,711	\$261	\$87	\$9,059
Medium Density Residential	\$10,405	\$10,889	\$327	\$109	\$11,325
Medium/High Density Residential	\$12,486	\$13,067	\$392	\$131	\$13,590
High Density Residential	\$13,526	\$14,156	\$425	\$142	\$14,723
Nonresidential Land Uses					
Business Park	\$18,729	\$19,601	\$588	\$196	\$20,385
Commercial	\$18,729	\$19,601	\$588	\$196	\$20,385
Industrial	\$16,648	\$17,423	\$523	\$174	\$18,120
Public/Other Land Uses					
School	\$11,445	\$11,978	\$359	\$120	\$12,457
Other [2]	\$16,648	\$17,423	\$523	\$174	\$18,120

[1] CCI average adjustment factor of San Francisco and 20-City average for December 2012 to May 2014.
[2] Excludes parks, which are exempt from the fee.

"fee_sum_14"

Table 3
Reclamation District 784
Drainage Impact Fee Update
Summary of Drainage Impact Fees - Basin C and Basin C-1 (2014\$)

Basin C

Land Use Category	Drainage Coefficient	2012 Cost per Acre	2014 Cost per Acre	Plus RD 784 Administration	Plus Yuba County Administration	Total Fee per Acre
			4.65% [1]	3%	1%	
DRAINAGE BASIN C (All Development)						
Medium Density Residential						
Low Density Residential		\$13,691	\$14,328	\$430	\$143	\$14,901
Medium Density Residential		\$17,114	\$17,911	\$537	\$179	\$18,627
MDR/HDR		\$20,536	\$21,492	\$645	\$215	\$22,352
High Density Residential		\$22,248	\$23,284	\$699	\$233	\$24,216
Commercial						
Business Park		\$30,805	\$32,239	\$967	\$322	\$33,528
Commercial		\$30,805	\$32,239	\$967	\$322	\$33,528
Industrial		\$27,382	\$28,656	\$860	\$287	\$29,803
Other [2]						
School		\$18,825	\$19,701	\$591	\$197	\$20,489
Other [2]		\$27,382	\$28,656	\$860	\$287	\$29,803
DRAINAGE BASIN C-1 (River Oaks North, South, East, and Northpoint)						
Medium Density Residential						
Low Density Residential		\$20,947	\$21,922	\$658	\$219	\$22,799
Medium Density Residential		\$26,184	\$27,403	\$822	\$274	\$28,499
MDR/HDR		\$31,420	\$32,882	\$986	\$329	\$34,197
High Density Residential		\$34,039	\$35,623	\$1,069	\$356	\$37,048
Commercial						
Business Park		\$47,131	\$49,325	\$1,480	\$493	\$51,298
Commercial		\$47,131	\$49,325	\$1,480	\$493	\$51,298
Industrial		\$41,894	\$43,844	\$1,315	\$438	\$45,597
Other [2]						
School		\$28,802	\$30,143	\$904	\$301	\$31,348
Other [2]		\$41,894	\$43,844	\$1,315	\$438	\$45,597

"fee_sum_14"

- [1] CCI average adjustment factor of San Francisco and 20-City average for December 2012 to May 2014.
 [2] Excludes parks, which are exempt from the fee.

Table 4
Reclamation District 784
Drainage Impact Fee Update
Basin C Advance Funding Charge (2014\$)

Item	Amount
Advance Funding Charge per Acre (2012\$)	\$40,619
Adjustment Factor (Dec. 2012 - May 2014)	4.65%
Adjusted Advance Funding Charge Per Acre	\$42,510

[1] CCI average adjustment factor of San Francisco and 20-City average for December 2012 to May 2014.

APPENDIX C:
RD784 Basin C-2
Drainage Impact Fee Certification (Example)



RD784**Drainage Impact Fee Certification (Example)**

Date: _____

Project Applicant: _____

Entity Fees Paid on Behalf of (if different from above):

Project Name: _____

Project Phase (if applicable): _____

Drainage Basin: _____

Drainage Fee Calculation**Total**

¾ Project Acreage	_____	_____	_____	_____
¾ Land Use (e.g. LDR, MDR)	_____	_____	_____	_____
¾ Drainage Fee per Acre	_____	_____	_____	_____
¾ Total Drainage Fee Due	_____	_____	_____	_____
¾ Less Fee Credits	_____	_____	_____	_____
¾ Net Drainage Fee After Credits	_____	_____	_____	_____

RD 784 USE ONLY

Date Received: _____

Fee Estimate Valid Through: _____

Fee Certificate Prepared by: _____

District Engineer Certification: _____

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



484-1015

1:30 P.M. (484-1... - 1 of 10)

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 27, 2015

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
Tracie Clark, Code Enforcement Officer TC

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at Vacant Lot on Sun Avenue, 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 July 7, 2015, the subject property was posted with a Notice and Order to Abate Public Nuisance. Copies were personally served to two parties on-scene at the time of the inspection, Bryan Badsen and Donna Turbow. On July 8, 2015, a duplicate Notice and Order to Abate Public Nuisance was mailed, both via First Class and Certified with Return Receipt, to the property owners of record, Mohammad A. Khan and Lucy Salva, and to the tenant/cultivator Ron Dobson. The Notice and Order to Abate ordered both the tenant and the property owners to remove code violations consisting of: cultivating an excessive amount of marijuana plants, 24 total; cultivating outdoors and not within an approved accessory building; cultivating marijuana without a permitted dwelling; cultivating marijuana without first registering with the County; occupying a recreational vehicle; an accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles; and an accumulation of junk, trash and debris. An Administrative Penalty for \$5800.00 per day was imposed and began to accrue on July 7, 2015. A copy of the Notice and Order is attached hereto and marked as Attachment C.

On July 8, 2015, a compliance inspection by Officer Monaco confirmed that all of the marijuana had been removed. The imposed Administrative Penalty was reduced by \$5,600.00 pending the correction of the remaining violations. On July 18, 2015, a compliance inspection by Officer Clark confirmed that the remaining violations had been corrected and the remaining \$200.00 per day Administrative Penalty ceased upon her verification that day. Neither the cultivator or the property owner 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 Notice and Order to Abate Public Nuisance, nor did they request a hearing to challenge the Administrative Penalty imposed. The Demand for Payment for costs and penalties incurred sent to both the property owner and the

cultivator remains unpaid, the total now being \$15,599.79. Please refer to Attachment A for the Cost Accounting.

Mohammad A. Khan and Lucy Salva have 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.	MMJ15-0152
)		
Plaintiff,	)	RE:	Vacant Lot on Sun Avenue
	)		Linda, CA
vs.)		
	)	APN:	019-200-088
Mohammad A. Khan &)		
Lucy Salva	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendants.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 019-200-088 is located at Vacant Lot on Sun Avenue, Linda, CA 95901, and is owned by Mohammad A. Khan & Lucy Salva.
2. On July 7, 2015, the subject property was posted with a Notice and Order to Abate Public Nuisance. Copies were personally served to two parties on-scene at the time of the inspection, Bryan Badsen and Donna Turbow. On July 8, 2015, a duplicate Notice and Order to Abate Public Nuisance was mailed, both via First Class and Certified with Return Receipt, to the property owners of record, Mohammad A. Khan and Lucy Salva, and to the tenant/cultivator Ron Dobson. The Notice and Order to Abate ordered both the tenant and the property owners to remove code violations consisting of: cultivating an excessive amount of marijuana plants, 24 total; cultivating outdoors and not within an approved accessory building; cultivating marijuana without a permitted dwelling; cultivating marijuana without first registering with the County; occupying a recreational vehicle; an accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles; and an accumulation of junk, trash and debris. A copy of the Notice and Order is attached hereto and marked as Attachment C.

3. On July 8, 2015, a compliance inspection by Officer Monaco confirmed that all of the marijuana had been removed. On July 18, 2015, a compliance inspection by Officer Clark confirmed that the remaining violations had been corrected.
4. Neither the cultivator or the property owners 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 Notice and Order to Abate Public Nuisance, nor did they request a hearing to challenge the Administrative Penalty imposed. The Demand for Payment for costs and penalties incurred sent to both the property owner and the cultivator remains unpaid.
5. The property owners Mohammad A. Khan and Lucy Salva were served with written notice of this hearing.
6. A Hearing was held on October 27, 2015 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 two-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting), Attachment B (Notice of Hearing), and Attachment C (Notice and Order to Abate Public Nuisance) was submitted at the Hearing by Jeremy Strang, Code Enforcement Supervisor.
 - (b) The owners, Mohammad A. Khan and Lucy Salva were () were not () present.
7. The administrative and abatement costs and penalties incurred total: \$15,599.79.

CONCLUSIONS OF LAW

1. Mohammad A. Khan and Lucy Salva were properly notified to appear before the Board of Supervisors on October 27, 2015 at 1:30pm to show cause, if any, why the administrative and abatement costs and penalties for the property located at Vacant Lot on Sun Avenue, Linda, CA, APN 019-200-088, 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. The administrative and abatement costs and penalties regarding APN 019-200-088 were properly incurred in the amount of \$15,599.79 and the property and its owner shall 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 \$15,599.79 shall be an assessment against the property located at Vacant Lot on Sun Avenue, Linda, CA, APN 019-200-088.
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 90th 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 30th 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 27th day of October 2015, by the following vote:

AYES:

NOES:

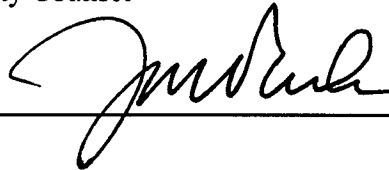
ABSENT:

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

1:30 P.M. (484-1... - 6 of 10)

Date: October 27, 2015

Case #: MMJ15-0152

APN: 019-200-088

Owner: Mohammad A Khan & Lucy Salva

Situs: No address assigned- Vacant Lot on Sun Ave, Linda, CA

Date	Reason for Charge	Hours	Total
7/7/2015	Received Complaint, Opened Case	0.5	\$ 73.50
7/7/2015	Inspection, Three (3) Officers	3.0	441.00
7/7/2015	Research Property Status	0.5	73.50
7/8/2015	Phone Call with Cultivator	0.5	73.50
7/8/2015	Reinspection	0.5	73.50
7/10/2015	Phone Call with Cultivator	0.25	36.75
7/10/2015	Reinspection	0.5	73.50
7/16/2015	Phone Call with Cultivator	0.25	36.75
7/17/2015	Reinspection	0.5	73.50
7/17/2015	Fax to YCSO	0.5	73.50
7/29/2015	In-House Visit with PO, Two (2) Officers	1.0	147.00
7/30/2015	Phone Call with PO	0.25	36.75
7/30/2015	Reinspection	0.5	73.50
7/31/2015	Reinspection	0.5	73.50
7/31/2015	Phone Call with PO	0.25	36.75
8/17/2015	Demand for Payment and Cover letter	0.5	73.50
	Total Staff Hours at \$147.00 per Hour	10.0	\$ 1,470.00
7/7/2015	Notice & Order to Abate Public Nuisance	FEE	1,470.00
7/7/2015	Administrative Penalty, One Day @ \$5,800.00 Per Day	PENALTY	5,800.00
7/20/2015	Notice of Non-Compliance	FEE	147.00
7/20/2015	CDSA Processing Fee, One Document	FEE	73.50
7/29/2015	Administrative Penalty, 22 Days @ \$200.00 Per Day	PENALTY	4,400.00
10/27/2015	Cost Accounting Hearing Before BOS	FEE	1,470.00
10/27/2015	Release of Abatement Lien	FEE	147.00
10/27/2015	Notice of Compliance	FEE	147.00
10/27/2015	CDSA Processing Fee, Two Documents	FEE	147.00
10/27/2015	Recordation Fee, Two Documents	FEE	24.00
10/27/2015	CDSA Support Fees (6%)	FEE	304.29
		Total	\$15,599.79

Remit payment & make payable to: CDSA

Attention: Accounts Receivable

Phone: (530)749-5455

Address: 915 8th Street, Suite 123, Marysville CA 95901



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

1:30 P.M. (484-1... - 7 of 10)



915 8th Street, Suite 123, Marysville, California 95901

Mohammad A. Khan & Lucy Salva
4911 Olivehurst Avenue
Olivehurst, CA 95961

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 8th Street, Marysville, California, in the Board of Supervisors Chambers, on October 27, 2015, at the hour of 1:30 p.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 Vacant Lot on Sun Avenue, APN 019-200-088, 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 7, 2015

Certified Mail # 7013 3020 0000 6318 0792

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: Tracie Clark
Tracie Clark

Attachment B



The County Of Yuba

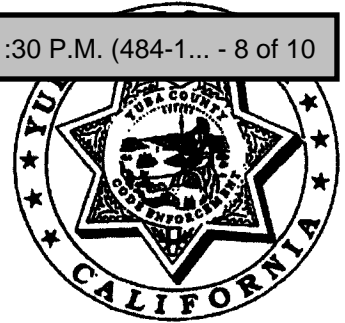
1:30 P.M. (484-1... - 8 of 10)

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5453

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ 15-0152

CULTIVATOR(S) ADDRESS:	PROPERTY OWNER: ADDRESS
UNKNOWN	MOHAMMAD A. KHAN
019-200-088	4911 OLIVEHURST AVE. OLIVEHURST, CA 95961

VIOLATION ADDRESS:

APN:

019-200-088

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapter 7.40 of the Yuba County Ordinance Code and is therefore declared a public nuisance. The violations are:

- ☒ Yuba County Ordinance Code § 7.40.400(A) ...the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.
- ☒ Outdoor cultivation 7.40.300A
 - ☐ Cultivation w/in dwelling 7.40.300B
 - ☒ Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 24
 - ☐ Water source/discharges 7.40.300D
 - ☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E
 - ☐ Active Code case 7.40.300F
 - ☒ Lack of dwelling 7.40.310
 - ☐ Permitted accessory structure 7.40.320A1
 - ☐ Accessory structure w/in setback 7.40.320A2
 - ☒ Use of extension cord(s) 7.40.320A3
 - ☐ Lack of mechanical filtration system 7.40.320A4
 - ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330
 - ☒ Lack of registration 7.40.340

☒ **Yuba County Ordinance Code § 7.40.340** *The cultivation of marijuana without first registering the cultivation and paying the required fee.*

☒ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*

☒ **Yuba County Ordinance Code § 7.40.400(E)** *The cultivation of marijuana in a manner that exceeds 12 plants*

of plants: 24

☒ **Yuba County Ordinance Code § 7.40.400(G)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*

- ☐ Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of the Yuba County Ordinance Code, Chapter 12.01 et seq. including utilizing accessory uses without first establishing a primary use
- ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
- ☐ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
- ☒ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
- ☒ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
- ☐
- ☐
- ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately.

YOU ARE HEREBY ADVISED that Administrative Penalties in the amount of \$5800.00 per day pursuant to Yuba County Code § 7.40.550 have begun to accrue and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcement Officer; you must call this office to schedule an inspection to verify compliance.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement Office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest the imposition of the Administrative Penalties. A \$4,116.00 deposit pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative

Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

☒ POSTED PROPERTY

☒ PERSONAL SERVICE

☒ CERTIFIED MAIL 7001-1140-0000-5334-2449/7013-3020-0000-6318-0860

DATED: 7/7/2015

Tracie Clark
Tracie Clark
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, Billing Statement #636

CC: MOHAMMAD A. KHAN
DONNA TURBOW
BRYAN BASDEN

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



485-1015
1:30 P.M. (485-1... - 1 of 10)

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 27, 2015

TO: Board of Supervisors

FROM: Community Development & Services Agency, Code Enforcement Division
Jeremy Strang, Division Manager
Tracie Clark, Code Enforcement Officer *TC*

SUBJECT: Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 5919 Park Ct, 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 July 14, 2015, the tenant and cultivator Chandara Prum was personally served with a Notice and Order to Abate Public Nuisance [Order]. On July 15, 2015, a duplicate Order was mailed, both First Class and by Certified with Return Receipt to the property owner of record, Diego Araujo Jr. A copy of the Order was also served to two additional identified cultivators, Phally Chon and Path Play. The Order required the tenants, cultivators and the property owner to remove code violations consisting of: cultivating an excessive amount of marijuana plants, 138 total; cultivating outdoors and not within an approved accessory building; and cultivating marijuana without first registering with the County. A copy of the Notice and Order is attached hereto and marked as Attachment C.

During her initial inspection, Officer Clark observed the tenant/cultivator Chandara Prum remove and destroy the marijuana. Neither the tenants, cultivators nor the property owner 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 Notice and Order to Abate Public Nuisance, nor did they request a hearing to challenge the Administrative Penalty imposed. The Demand for Payment for costs and penalties incurred sent to the property owner and the cultivator remains unpaid, the total now being \$18,409.05.

Diego Araujo Jr. 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.	MMJ15-0177
)		
Plaintiff,	)	RE:	5919 Park Ct
	)		Linda, CA
vs.)		
	)	APN:	021-203-003
Diego Araujo Jr)		
	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 021-203-003 is located at 5919 Park Ct, Linda, CA 95901, and is owned by Diego Araujo Jr.
2. On July 14, 2015, the tenant and cultivator Chandara Prum was personally served with a Notice and Order to Abate Public Nuisance [Order]. On July 15, 2015, a duplicate Order was mailed, both First Class and by Certified with Return Receipt to the property owner of record, Diego Araujo Jr. A copy of the Order was also served to two additional identified cultivators, Phally Chon and Path Play. The Order required the tenants, cultivators and the property owner to remove code violations consisting of: cultivating an excessive amount of marijuana plants, 138 total; cultivating outdoors and not within an approved accessory building; and cultivating marijuana without first registering with the County.
3. During her initial inspection, Officer Clark observed the tenant/cultivator Chandara Prum remove and destroy the marijuana.
4. Neither the tenants, cultivators nor the property owner 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 Notice and Order to Abate Public Nuisance, nor did they request a hearing to challenge the Administrative Penalty imposed. The Demand for Payment for costs and penalties incurred sent to both the property owner and the cultivator remains unpaid.
5. The property owner Diego Araujo Jr. was served with written notice of this hearing.

6. A Hearing was held on October 27, 2015 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 two-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) and Attachment C (Notice and Order to Abate Public Nuisance) was submitted at the Hearing by Jeremy Strang, Code Enforcement Supervisor.
 - (b) The owner, Diego Araujo Jr. was () was not () present.
7. The administrative and abatement costs and penalties incurred total: \$18,409.05.

CONCLUSIONS OF LAW

1. Diego Araujo Jr. was properly notified to appear before the Board of Supervisors on October 27, 2015 at 1:30 pm to show cause, if any, why the administrative and abatement costs and penalties for the property located at 5919 Park Ct, Linda, CA, APN 021-203-003, 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 021-203-003 were properly incurred in the amount of \$18,409.05 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 \$18,409.05 shall be an assessment against the property located at 5919 Park Ct, Linda, CA, APN 021-203-003.
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 90th 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 30th 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 27th day of October 2015, 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 27, 2015

Case #: MMJ15-0177

APN: 021-203-003

Owner: Diego Araujo Jr.

Situs: 5919 Park Ct, Marysville, CA 95901

Date	Reason for Charge	Hours	Total
7/9/2015	Received Complaint, Opened Case	0.5	\$ 73.50
7/14/2015	Inspection	1.0	147.00
7/14/2015	Research Property Status	0.5	73.50
7/15/2015	Phone Call with Property Owner	0.25	36.75
7/15/2015	Demand for Payment and Cover Letter	0.5	73.50
7/16/2015	Phone Call with Property Owner's Representative	0.25	36.75
	Total Staff Hours at \$147.00 per Hour	3.0	\$ 441.00
7/14/2015	Notice & Order to Abate Public Nuisance	FEE	1,470.00
7/14/2015	Administrative Penalty, One Day @ \$14,100.00 Per Day	FEE	14,100.00
7/27/2015	Notice of Non-Compliance	FEE	147.00
7/27/2015	CDSA Processing Fee, One Document	FEE	73.50
10/27/2015	Cost Accounting Hearing Before BOS	FEE	1,470.00
10/27/2015	Release of Abatement Lien	FEE	147.00
10/27/2015	Notice of Compliance	FEE	147.00
10/27/2015	CDSA Processing Fee, Two Documents	FEE	147.00
10/27/2015	Recordation Fee, Two Documents	FEE	24.00
10/27/2015	CDSA Support Fee (6%)	FEE	242.55
		Total	\$18,409.05

Remit payment & make payable to: CDSA

Attention: Accounts Receivable

Phone: (530)749-5455 Address: 915 8th Street, Suite 123, Marysville CA 95901



The County Of Yuba

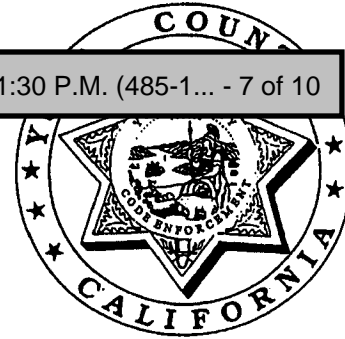
Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

1:30 P.M. (485-1... - 7 of 10)



915 8th Street, Suite 123, Marysville, California 95901

Diego Araujo Jr.
5692 Baywood Way
Marysville, CA 95901

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 8th Street, Marysville, California, in the Board of Supervisors Chambers, on October 27, 2015, at the hour of 1:30 p.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 5919 Park Ct, Linda, APN 021-203-003, 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 7, 2015

Certified Mail # 7013 3020 0000 6318 0815

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE
COUNTY OF YUBA

BY: Tracie Clark
Tracie Clark

Attachment B



The County Of Yuba

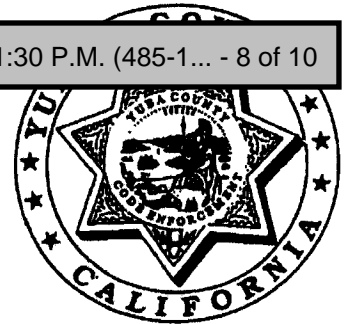
Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5453

Fax: (530) 749-5616

1:30 P.M. (485-1... - 8 of 10)



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ 15-0177

CULTIVATOR(S) ADDRESS:	PROPERTY OWNER: ADDRESS
CHANDARA PRUM & PHALLY CHON	DIEGO ARAUJO JR.
5919 PARK CT MARYSVILLE CA 95901	5692 BAYWOOD CT MARYSVILLE CA 95901
PATH PLAY 602 B EVERGREEN DR. WHEATLAND	
VIOLATION ADDRESS: 5919 PARK CT MARYSVILLE CA 95901	
APN: 021-203-003	

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapter 7.40 of the Yuba County Ordinance Code and is therefore declared a public nuisance. The violations are:

☒ Yuba County Ordinance Code § 7.40.400(A) ...the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.

- ☒ Outdoor cultivation 7.40.300A
- ☐ Cultivation w/in dwelling 7.40.300B
- ☒ Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 138
- ☐ Water source/discharges 7.40.300D
- ☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E
- ☐ Active Code case 7.40.300F
- ☐ Lack of dwelling 7.40.310
- ☐ Permitted accessory structure 7.40.320A1
- ☐ Accessory structure w/in setback 7.40.320A2
- ☐ Use of extension cord(s) 7.40.320A3
- ☐ Lack of mechanical filtration system 7.40.320A4
- ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330
- ☒ Lack of registration 7.40.340

- ☒ **Yuba County Ordinance Code § 7.40.340** *The cultivation of marijuana without first registering the cultivation and paying the required fee.*
- ☐ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*
- ☒ **Yuba County Ordinance Code § 7.40.400(E)** *The cultivation of marijuana in a manner that exceeds 12 plants*
of plants: 138
- ☐ **Yuba County Ordinance Code § 7.40.400(G)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of the Yuba County Ordinance Code, Chapter 12.01 et seq. including utilizing accessory uses without first establishing a primary use
 - ☐ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
 - ☐ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
 - ☐ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
 - ☐ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
 - ☐
 - ☐
 - ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately.

YOU ARE HEREBY ADVISED that Administrative Penalties in the amount of \$14,100.⁰⁰ per day pursuant to Yuba County Code § 7.40.550 have begun to accrue and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcement Officer; you must call this office to schedule an inspection to verify compliance.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement Office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest the imposition of the Administrative Penalties. A \$4,116.00 deposit pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative

Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

☐ POSTED PROPERTY

☒ PERSONAL SERVICE

☒ CERTIFIED MAIL 7013 3020 0000 6318 0976 & 0983

DATED: July 14, 2015

Tracie Clark
Tracie Clark
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, DEMAND FOR PAYMENT (*643)

CC: CHANDRA PRUM
5919 PARK CT
MARYSVILLE CA 95901
DIEGO ARAUJO JR.
5692 BAYWOOD WAY
MARYSVILLE CA 95901

ADDITIONAL CULTIVATORS:
PATH PLAY
602 B EVERGREEN DR.
WHEATLAND, CA 95692
PHALLY CHOW
5919 PARK CT
MARYSVILLE CA 95901