

# BOARD OF SUPERVISORS

## AGENDA

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



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

**OCTOBER 4, 2016**

**3:00 P.M. ADMINISTRATIVE APPEAL HEARINGS** – If a party to a hearing before the Yuba County Board of Supervisors seeks to challenge in court a decision of the Board, pursuant to Yuba County Ordinance Code 1.16.070 and California Code of Civil Procedure 1094.6, any application for judicial review of such decision must be filed in the appropriate court not later than the 90th day following the date on which the Board decision was made.

1. (432-1016) Hold 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 \$173,181.02 and the recording of a lien regarding APN 040-200-014-000, 12020 Kimberly Road, Loma Rica, CA 95901, owner Jeffrey R. Howard. (Roll call vote) (Thirty minute estimate)
2. (433-1016) Hold 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 \$252,992.66 and the recording of a lien regarding APN 014-473-012-000, 3893 Brougham Way, Arboga, CA 95961 owned by Tejinder Maan. (Roll call vote) (Thirty minute estimate)

**5:30 P.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY SPECIAL MEETING – ROLL CALL**  
- Directors Vasquez, Nicoletti, Griego, Abe, Fletcher

Approve meeting minutes of September 13, 2016.

**CLOSED SESSION:** Personnel pursuant to Government Code 54957.6(a) Labor Negotiations SEIU/IHSS Negotiating Parties: Abel/Heid

**ADJOURN**

1. [IHSS Minutes](#)

**6:00 P.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 and comments shall be limited to three minutes per individual or group.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- 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. Community Development and Services
    1. (434-1016) Award contract to WSP/Parsons Brinkerhoff for professional engineering services for Los Verjeles Road over Honcut Creek Bridge Replacement Project and authorize Chair to execute upon review and approval of County Counsel.

2. [\(435-1016\) Award contract to R & R Horn, Inc. apparent low bidder, for North Beale Road Complete Streets Phase1 and authorize Chair to execute agreement upon review and approval of County Counsel and Caltrans.](#)

IV. **SPECIAL PRESENTATION**

- A. (437-1016) Present proclamation declaring October 2016 Domestic Violence Awareness Month. (Five minute estimate) (No background material)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than three minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. [\(438-1016\) Adopt resolution approving actions necessary for creation of new Tri-County Juvenile Rehabilitation Facility in Marysville funded in part by SB81 Round 1 and Round 2 funding. \(Ten minute estimate\)](#)
2. [\(439-1016\) Adopt resolution authorizing lease and maintenance agreement with Advanced Document Concepts for county-wide multifunction devices and authorize purchasing agent to execute all documents upon review and approval of County Counsel. \(Ten minute estimate\)](#)

B. Board of Supervisors

1. [\(440-1016\) Nominate CSAC Board of Director member and alternate for one-year term commencing November 29, 2016. \(Five minute estimate\)](#)

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

VIII. **ADJOURN**

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



# The County Of Yuba

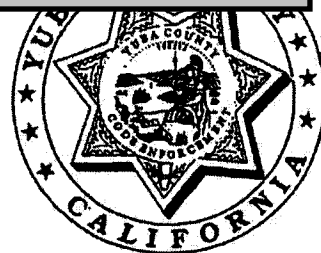
(432-1016) Hold ... - 1 of 28

Community Development  
& Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

## Public Nuisance Hearing

To: Yuba County Board of Supervisors  
From: Jeremy Strang, Code Enforcement Manager  
Date: October 4, 2016

### Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 040-200-014-000. The parcel is located in the unincorporated area of the County of Yuba in the community of Loma Rica and is commonly referred to as 12020 Kimberly Road. The property has the zoning designation RR-5, Rural Residential and is 6.0 acres in size. The property is improved with a double-wide mobilehome and a metal shop/accessory building.

Jeffrey R. Howard is the owner of record and is listed on the most recent equalized tax assessment.

### Current Code Case:

Case Number: MMJ16-0196  
Date: 8/11/2016  
Complaint: Marijuana Cultivation  
Disposition: Founded; cultivation of 42 marijuana plants. Notice and Order to Abate Public Nuisance issued.  
Case Closed: N/A

On August 11, 2016, Code Enforcement received a complaint of 40 marijuana plants being cultivated outdoors at the subject address. On August 11, 2016, Officer Christopher Monaco, accompanied by Yuba County Sheriff's Deputy Will Davis, attempted an inspection of the subject property. Officer Monaco made contact with a male adult who identified himself as Jeff Howard, the owner of the property. Officer Monaco explained the purpose of his visit and provided Mr. Howard with a summary of the Marijuana Cultivation Ordinance. Mr. Howard admitted that he was cultivating 40 marijuana plants, and stated to Officer Monaco that he was also aware of the marijuana cultivation ordinance. Mr. Howard denied Officer Monaco's request to inspect the property and asked for an opportunity to correct the violation without further enforcement action by the County. Mr. Howard stated that he is available most days after 4:00pm for inspection.

On August 24, 2016, Code Enforcement received a second and separate complaint regarding marijuana cultivation at the subject address.

On August 26, 2016, Officer Monaco contacted Mr. Howard by phone, at the number provided during his initial inspection. Officer Monaco requested access to the property for the purpose of inspecting for the presence of marijuana. Additionally, when Officer Monaco questioned Mr. Howard as to whether there was in fact marijuana still present and why the marijuana had not been voluntarily removed as agreed upon, Mr. Howard claimed that he was driving, and would call Officer Monaco back as soon as possible. After not hearing back from Mr. Howard, Officer Monaco left a voicemail message requesting a return call and also stating that if voluntary compliance was not made, a judicial inspection warrant would be sought.

On August 31, 2016, an Inspection Warrant ["Warrant"] (see **Attachment A – Warrant**) was signed by the Honorable Debra L. Givens, Judge of the Superior Court; the Warrant was executed that same day. An inspection was performed by Officer Monaco, who was accompanied by Code Enforcement Officer Jacenich.

Public Nuisance Declared:

On August 31, 2016, pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance. His inspection confirmed that:

1. Marijuana was being cultivated without first registering the cultivation
2. The number of plants, 42, exceeded the maximum amount allowed
3. The cultivation of marijuana was not within a qualifying accessory structure

The Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment B – Notice and Order**) was issued to the property owner and cultivator Jeffrey R. Howard. The Order was posted on the property, and was also mailed to Jeffrey R. Howard by U.S. Mail, both Certified Mail with Return Receipt and First Class; a proof of Service for each was completed (see **Attachment C – Proof of Service**).

The Order alleges the following violations:

1. 7.40.300A Outdoor cultivation of 42 marijuana plants
2. 7.40.300C Cultivation of more than 12 plants
3. 7.40.300D Water source and water discharge
4. 7.40.300E Cultivation affecting environment
5. 7.40.320A3 Use of extension cords in lieu of permanent wiring
6. 7.40.340 Failure to register marijuana cultivation prior to cultivating
7. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
8. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated immediately but not more than 3 days from the date the Order is posted. The Order was posted on August 31, 2016 and ordered that the marijuana nuisance be removed by September 1, 2016.

Yuba County Ordinance Code, Chapters 7.36 and 7.40 authorize the imposition of an Administrative Penalty for violations of the Yuba County Ordinance Code. Pursuant to Section 7.40.550B, the Administrative Penalty imposed was calculated for the amount of \$4,800.00 per day and began to accrue immediately upon the issuance of an Order as required by 7.40.550C (see **Attachment D – Administrative Penalty Worksheet**).

Attached and incorporated as part of this report as **Attachment E – Photographs**, are photographs taken on August 31, 2016, by Officer Monaco. The photographs accurately depict the conditions of the subject property observed by Officer Monaco on that date and further support the existence of a public nuisance.

On September 9, 2016, Jeffrey R. Howard, through his attorney Charnel James, filed a request for a hearing to appeal the determination of a public nuisance (see **Attachment F – Request for Hearing**); The request for hearing was not accompanied by the appeal deposit that is required by Yuba County Ordinance Code, Section 7.40.600.

Yuba County Ordinance Code, Sections 7.40.140B and 7.40.540B require that public nuisance violations be corrected and/or removed from the property immediately.

Pursuant to Yuba County Ordinance Code, Section 7.40.550C, the Administrative Penalty does not cease during the pendency of an appeal. Therefore the enforcement costs and penalties accrued to date are \$173,181.02. Section 7.40.560 makes the owner of the property on which a nuisance is found to exist, responsible for the enforcement costs and penalties.

#### Applicable Law:

### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)**

#### **7.40.140 Cultivation Restrictions**

*B. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land..*

#### **7.40.300 Cultivation Restrictions**

*A. Outdoor cultivation on any Parcel is prohibited.*

#### **7.40.300 Cultivation Restrictions**

*C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation.*

*Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.*

#### **7.40.300 Cultivation Restrictions**

*D. All persons and entities engaging in the cultivation of marijuana shall:*

- 1. Have a legal water source on the Parcel;*
- 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and*
- 3. Not permit illegal discharges of water from the parcel.*

#### **7.40.300 Cultivation Restrictions**

*E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.*

#### **7.40.320 Cultivation Restrictions**

*A. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:*

- 3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified*

#### **7.40.340 Registration Requirements**

*A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.*

#### **7.40.400 Conditions Creating Public Nuisance**

*A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:*

- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for 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.*

#### **7.40.400 Conditions Creating Public Nuisance**

*A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:*

- E. The cultivation of marijuana in a manner that exceeds 12 plants.*

#### **7.40.540 Cultivation Restrictions**

*B. The Notice and Order to Abate shall describe the use or condition which constitutes the public nuisance; and shall order that the uses or conditions constituting the nuisance be abated by demolition, securing, removal, cleanup, repair or other means within a reasonable time certain as determined necessary for such abatement by the Enforcement Official based upon the nature and*

*complexity of the abatement process, normally being three (3) days, or less, from the date such notice is mailed and/or posted.*

#### **7.40.550 Administrative Penalties**

*A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:*

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

*B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.*

*C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.*

#### **7.40.560 Enforcement Costs**

*A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.*

### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE**

#### **7.36.710 Authority**

*This Article is adopted pursuant to the authority vested in the County by Government Code section 53069.4.*

Recommendations:

The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Find that a public nuisance exists
2. Order that the nuisance conditions be removed immediately and not later than October 5, 2016. An inspection shall be allowed to verify compliance with your order. Where an inspection is not permitted, a Code Enforcement Officer shall seek a judicial inspection warrant to verify compliance
  - a. If compliance has not been achieved, Order that Code Enforcement Officers shall remove and destroy the marijuana
3. Order that any additional or new costs of enforcement incurred in abating the violations are the responsibility of the property owners
4. Find that the Administrative Penalty for \$4,800.00 per day is accurate
5. Find that the enforcement costs of \$173,181.02 accrued to date (see **Attachment G – Cost Accounting**) are accurate
6. Order that the enforcement costs be paid within 30 days of the date of your Order
7. Order where the enforcement costs go unpaid that:
  - a. A special tax assessment be assessed against the parcel with the Yuba County Tax Collector's Office; and
  - b. A lien be recorded with the Yuba County Recorder's Office, and;
  - c. Any monies collected pursuant to your Order be deposited into Trust Account 254-3500-371-98-99 (90%) and Trust Account 256-3500-371-98-99 (10%)

No accounting hearing shall be necessary.

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF YUBA

(432-1016) Hold ... - 7 of 28

In the Matter of the Application  
Of the County of Yuba

NO. 16-147  
INSPECTION WARRANT  
CCP § 1822.50 et seq.

The people of the State of California to any Code Enforcement Officer in the County of Yuba:

Proof, by affidavit, having been made by Code Enforcement Officer Chris Monaco, that there is reasonable cause for the issuance of the Inspection Warrant, you are commanded to make an inspection, accompanied by representatives and employees of the following Yuba County Departments: Community Development and Services Agency and the County Sheriff's Department in the daytime (between the hours of 8:00 a.m. and 6:00 p.m.) of the property located and described as:

12020 Kimberly Road, Loma Rica, CA 95901; Assessor's Parcel Number: 040-200-014

Pursuant to the provisions of The STANDARD CODE OF CIVIL PROCEDURE of the STATE OF CALIFORNIA, Part III Title 13 Section 1822.50 et seq., for the following purposes:

1. To determine the full extent and nature of public nuisance violations - as defined by Yuba County Ordinance Code Title VII Chapter 7.40 Article 4 Section 7.40.400A-G believed to exist on the property.
2. Identify, record, document and photograph the same.

Which inspection shall include, but not be limited to, the interior of all structures, vehicles, and fenced marijuana grow areas with locks located on the subject property and extend from property boundary to property boundary of the above-described property.

The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.  
The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant is authorized to proceed onto the property without the presence of the owner or occupant(s) of said property and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced. Further, pursuant to Code of Civil Procedures §1822.56, good cause having been shown, the requirement of notice of this inspection warrant is waived; the warrant may be served without advance notice

Refusal to permit the inspection authorized hereunder shall be a misdemeanor, pursuant to the provisions of the Code of Civil Procedure § 1822.57.

Given under my hand and dated this 31 day of August 2016, at 8:35 AM/PM.



JUDGE OF THE SUPERIOR COURT

DEBRA L. GIVENS



# The County Of Yuba

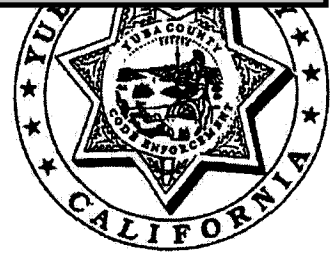
(432-1016) Hold ... - 8 of 28

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

## NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ16-0196

CULTIVATOR(S) INFORMATION:	PROPERTY OWNER INFORMATION:
JEFFERY R. HOWARD 12020 KIMBERLY ROAD LOMA RICA, CA 95901	JEFFERY R. HOWARD 12020 KIMBERLY ROAD LOMA RICA, CA 95901

**VIOLATION ADDRESS:** 12020 KIMBERLY ROAD, LOMA RICA, CA 95901

**APN:** 040-200-014

**PLEASE TAKE NOTICE:** that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapters 7.36 and 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: 42
  - ☒ 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: 42
- ☐ **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 and not later than September 1, 2016.

**YOU ARE HEREBY ADVISED** that Administrative Penalties pursuant to 7.36 and 7.40 in the amount of **\$4,800.00 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, within 10 calendar days of the date of this Notice, 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.**

X POSTED PROPERTY

PERSONAL SERVICE

X CERTIFIED MAIL 7015 3010 0002 2971 7948

DATED: August 31, 2016



Christopher Monaco  
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, Billing\*\* 746

CC:



**County of Yuba**  
Code Enforcement Division  
915 8th Street, Suite 123  
Marysville, CA 95901  
Phone: 530.749.5455

**Billing Statement** (432-1016) Hold ... - 11 of 28

DATE	INVOICE #
9/1/2016	746

BILL TO:  
Jeffrey R Howard  
12020 Kimberly Road  
Loma Rica, CA 95901

**CASE INFORMATION**

Number: MMJ16-0196  
Officer: C. Monaco  
APN: 040-200-014  
12020 Kimberly Road, Loma Rica  
Cert # 7015 3010 0002 2971 7948

			TERMS	DUE DATE
			Net 30	10/1/2016
SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/11/2016	Received Complaint, Opened Case	147.00	0.5	73.50
8/11/2016	Research Property	147.00	0.5	73.50
8/11/2016	Initial Inspection	147.00	1	147.00
8/24/2016	Received Additional Complaint	147.00	0.25	36.75
8/26/2016	Phone Call	147.00	0.25	36.75
8/26/2016	Phone Call	147.00	0.25	36.75
8/31/2016	Warrant Prep for Inspection	147.00	4	588.00
8/31/2016	Inspection Two (2) Officers	147.00	2	294.00
8/31/2016	Notice & Order to Abate	1,470.00		1,470.00
8/31/2016	Admin Penalty - 1 Day (8/31/16)	4,800.00		4,800.00
8/31/2016	CDSA Support Fees (6%)	165.38		165.38
*Please Note: Administrative Penalty continues to accrue at a rate of \$4,800.00 per day.				
			<b>Total</b>	<b>\$7,721.63</b>

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

5 - 30 DAYS PAST DUE = 25%  
31 + DAYS PAST DUE = 50%

Attachment B - Notice & Order

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

## COUNTY OF YUBA

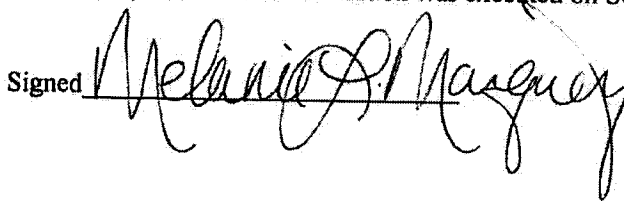
### PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate Public Nuisance and Billing Statement #746** on the following persons by:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:  
Name: Jeffrey R Howard  
Address: 12020 Kimberly Road, Marysville, CA 95901  
Date of Delivery to Post Office: September 1, 2016  
Registration No.: 7015 3010 0002 2971 7948
- ☐ **Emailing to the property owner(s)**:  
Name:  
Email Address:  
Date and Time of Email:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant(s)**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 1, 2016 at Marysville, California.

Signed



Community Development & Services Agency  
Code Enforcement Division  
Melanie Marquez  
915 8<sup>th</sup> Street, Suite #123  
Marysville CA. 95901  
(530) 749-5455

7015 3010 0002 2971 7548

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

9/1/16 *Om* *Nto/Billing\* 746*

Certified Mail Fee \$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$  
Total Postage \$

Sent To  
Street and A  
City, State, Z

12020 Kimberly  
Postmark Here

Jeffrey R Howard  
12020 Kimberly Road  
Marysville, CA 95901

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



# USPS Tracking®

Still Have Questions?  
Browse our FAQs ›



Get Easy Tracking Updates ›  
Sign up for My USPS.

Tracking Number: 70153010000229717948

Your item was returned to the sender on September 20, 2016 at 10:40 am in MARYSVILLE, CA 95901 because it was not claimed by the addressee once the item reached its maximum hold time at the post office.

## Product & Tracking Information

Postal Product:

Features:  
Certified Mail™

### DATE & TIME

September 20, 2016, 10:40  
am

### STATUS OF ITEM

Unclaimed/Max Hold Time  
Expired

### LOCATION

MARYSVILLE, CA 95901

## Available Actions

Text Updates

Email Updates

Your item was returned to the sender on September 20, 2016 at 10:40 am in MARYSVILLE, CA 95901 because it was not claimed by the addressee once the item reached its maximum hold time at the post office.

September 2, 2016, 9:07 am	Notice Left (No Authorized Recipient Available)	MARYSVILLE, CA 95901
September 2, 2016, 8:17 am	Out for Delivery	MARYSVILLE, CA 95901
September 2, 2016, 8:07 am	Sorting Complete	MARYSVILLE, CA 95901
September 2, 2016, 7:00 am	Arrived at Unit	MARYSVILLE, CA 95901
September 2, 2016, 2:10 am	Departed USPS Origin Facility	WEST SACRAMENTO, CA 95799
September 1, 2016, 10:47 pm	Arrived at USPS Origin Facility	WEST SACRAMENTO, CA 95799
September 1, 2016, 5:36 pm	Acceptance	MARYSVILLE, CA 95901

## Track Another Package

Tracking (or receipt) number

Track It

## Manage Incoming Packages

Track all your packages from a dashboard.  
No tracking numbers necessary.

Sign up for My USPS ›



Attachment C - Proof of Service

# ADMINISTRATIVE PENALTY WORKSHEET

## 7.40.550A-C

Case #: MMJ16-0196

APN: 040-200-014

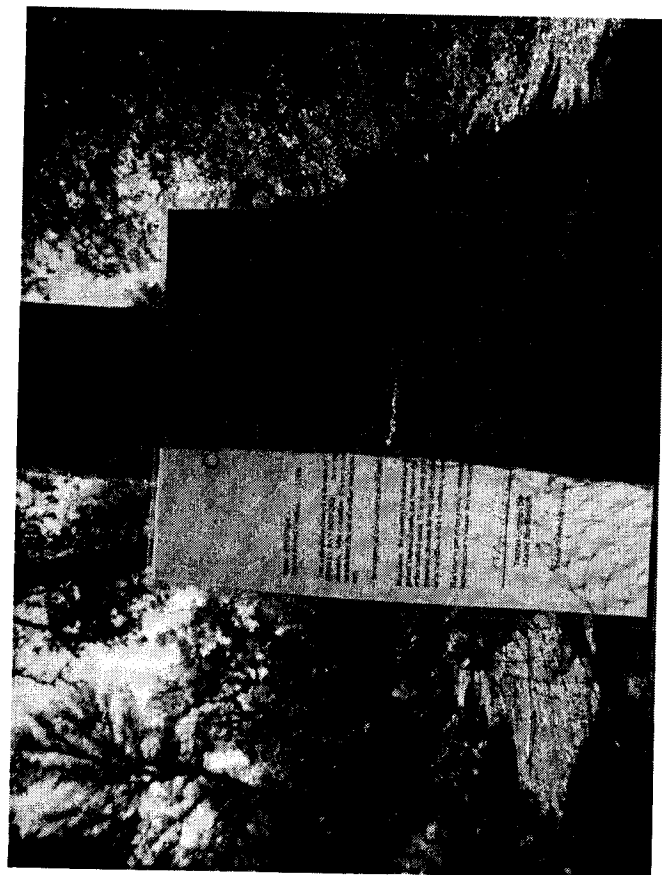
Owner: Jeffery R. Howard

Situs: 12020 Kimberly Road, Loma Rica, CA 95901

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on 8/31/16	Number of Plants <b>42</b>	X \$100.00	\$4,200.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of more than 12 plants 7.40.300C	\$100.00	\$100.00
	Water Source/Discharges 7.40.300D	\$100.00	\$100.00
	Cultivation Environment 7.40.300E	\$100.00	\$100.00
	Use of Extension Cord(s) 7.40.320A3	\$100.00	\$100.00
	Lack of Registration	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		<b>Grand Total:</b>	<b>\$4,800.00</b>

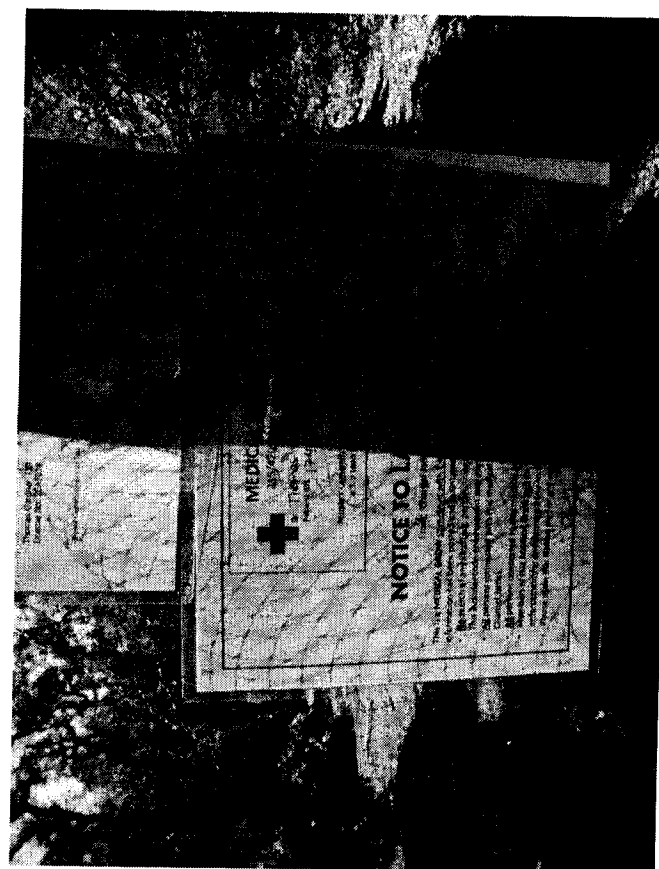
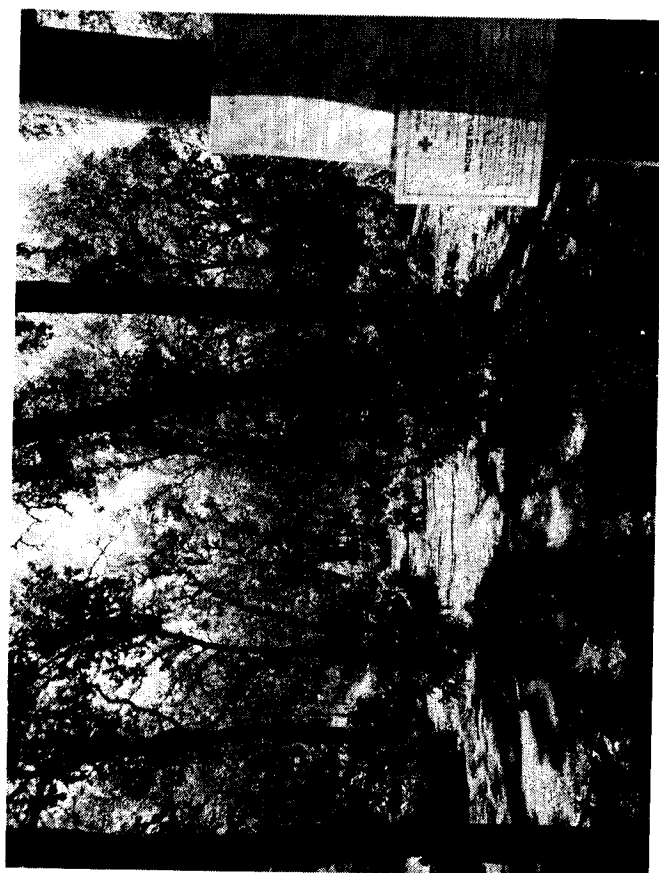
# 12020 Kimberly Road

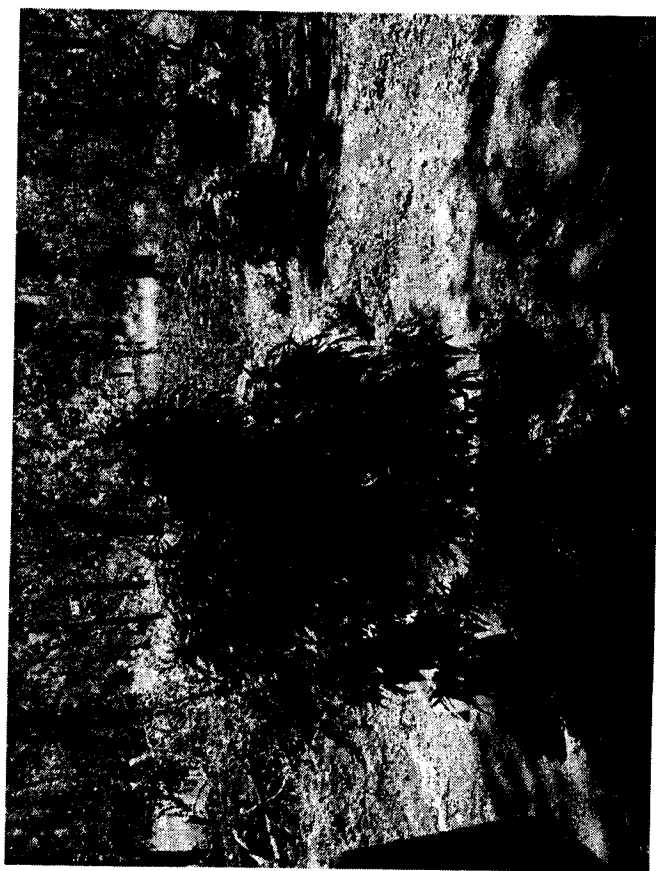
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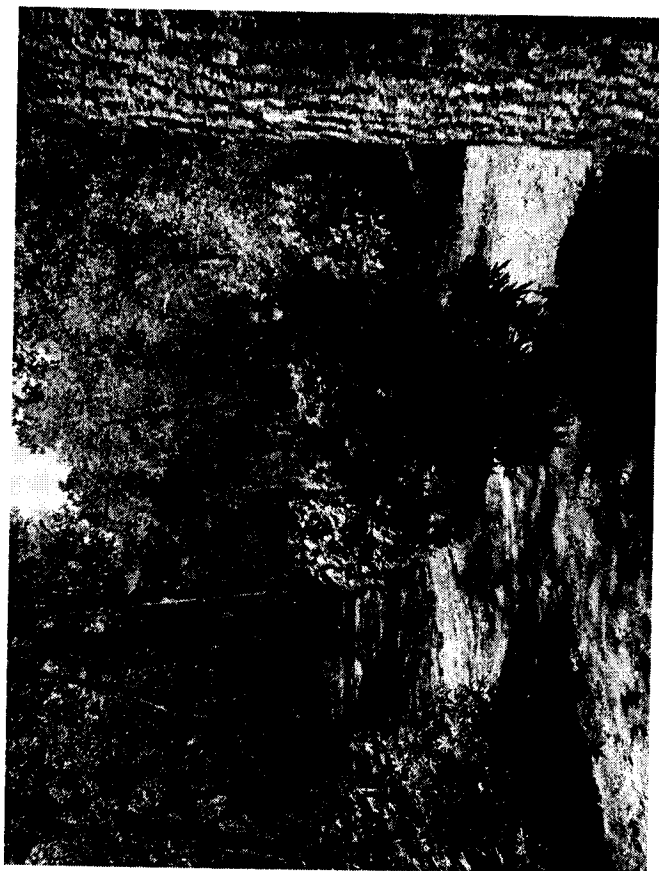


(432-1016) Hold ... - 17 of 28

Attachment E - Photographs



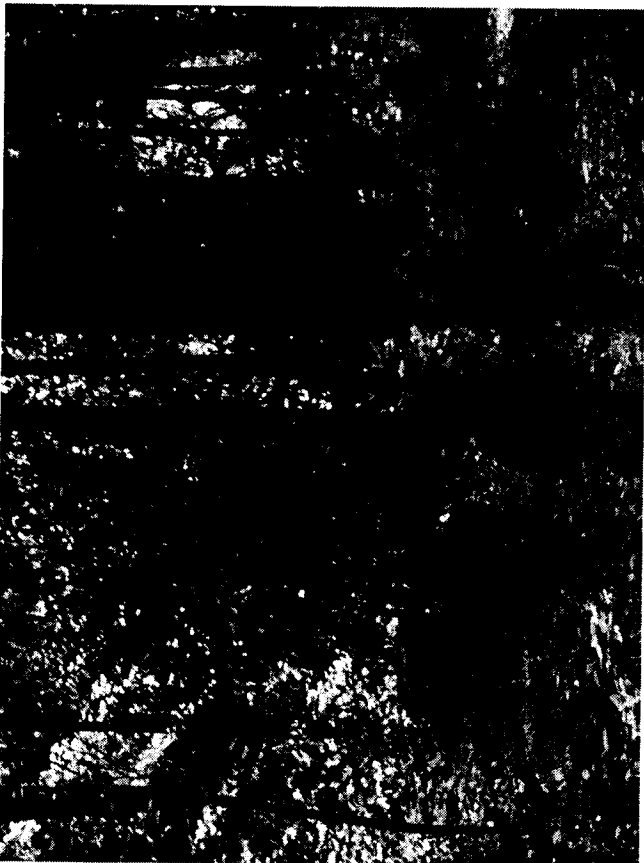


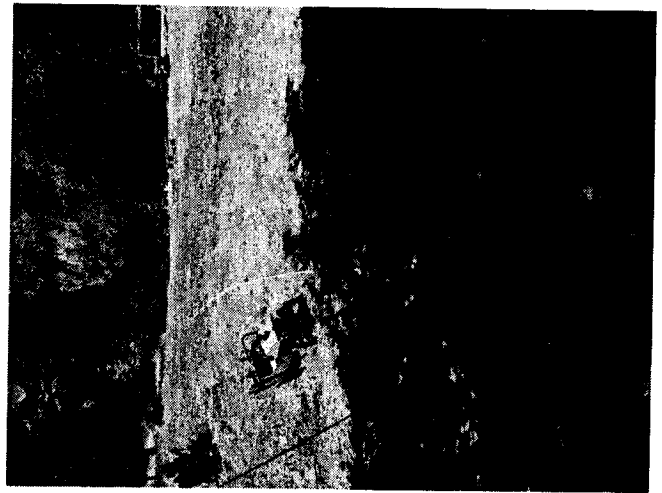
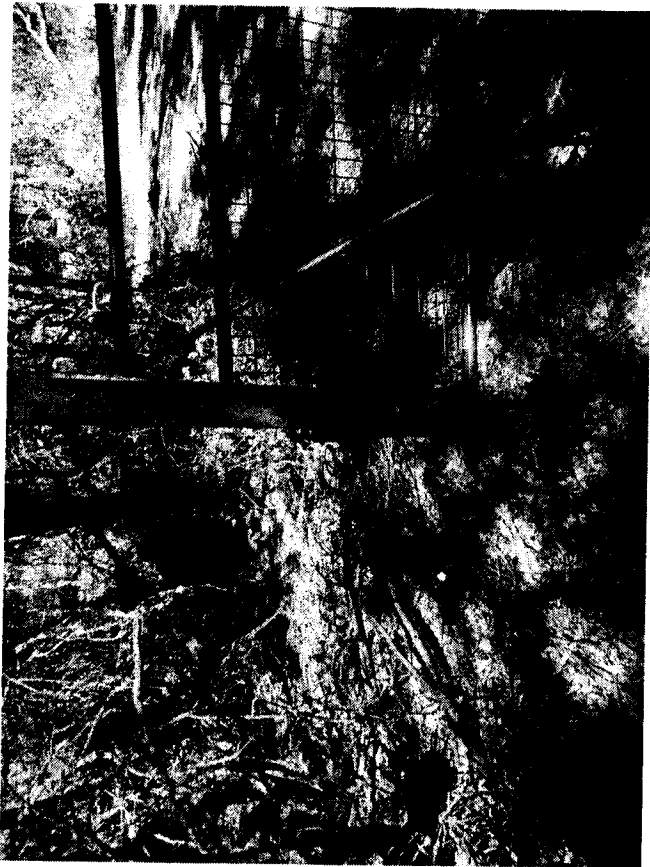
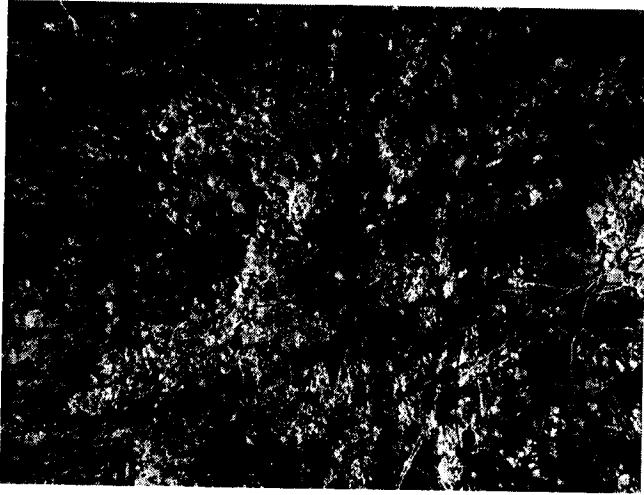


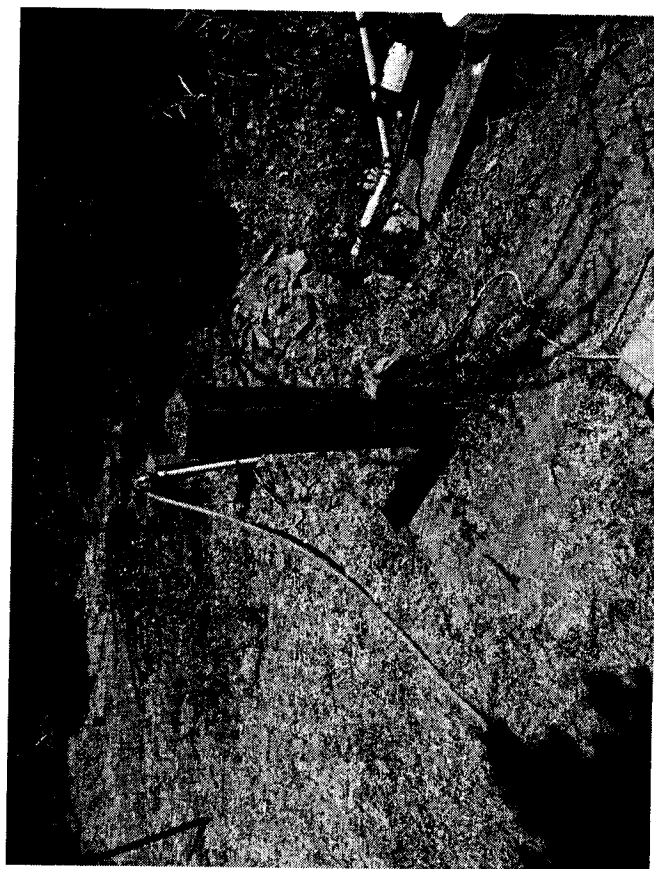
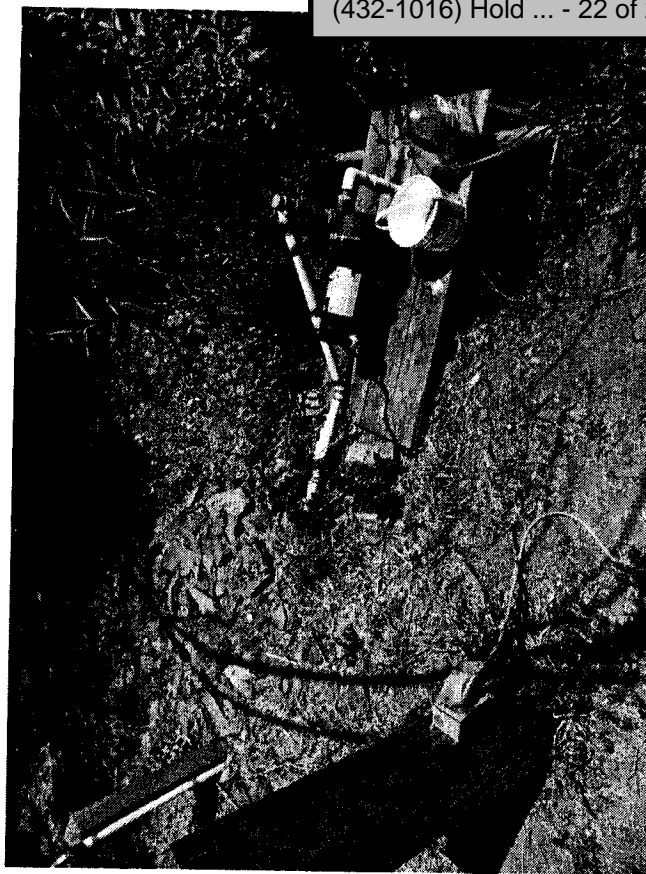
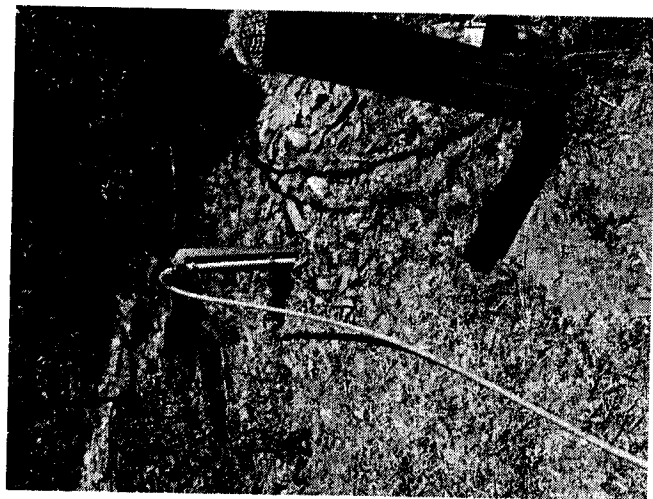


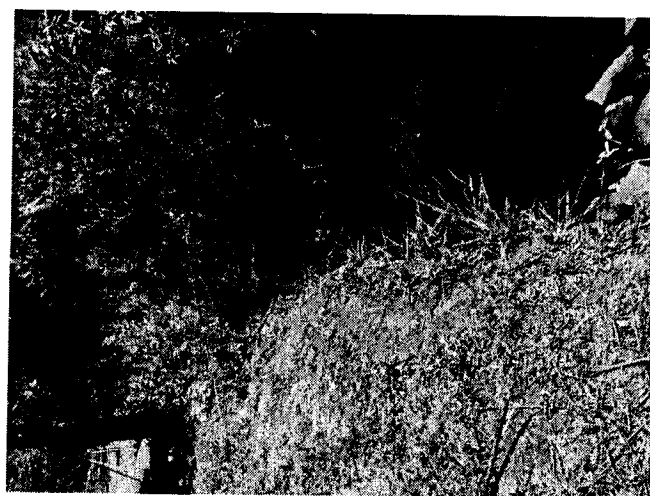
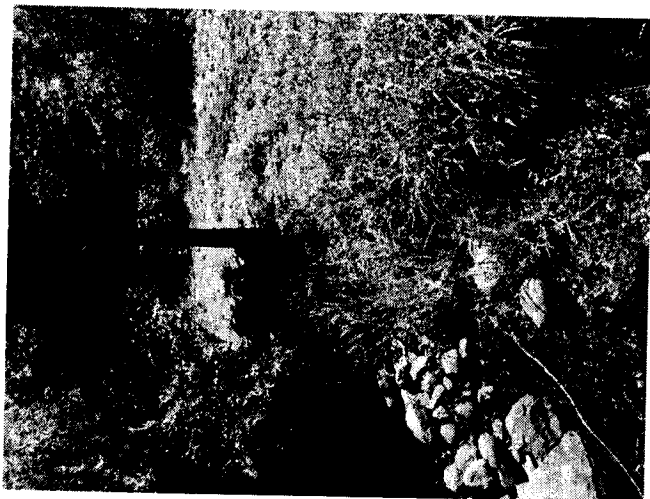
(432-1016) Hold ... - 20 of 28

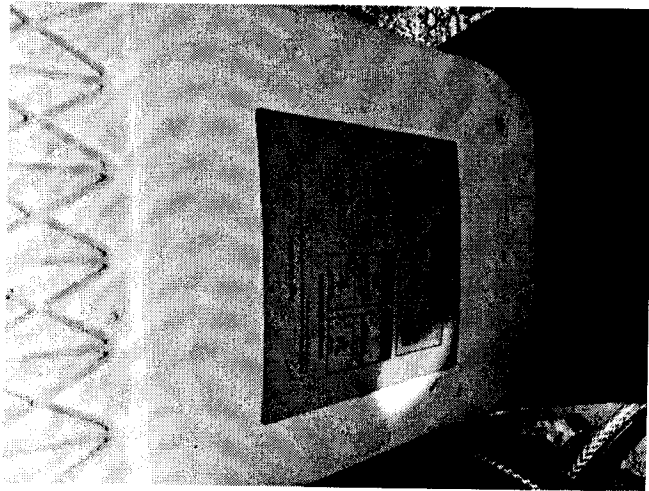
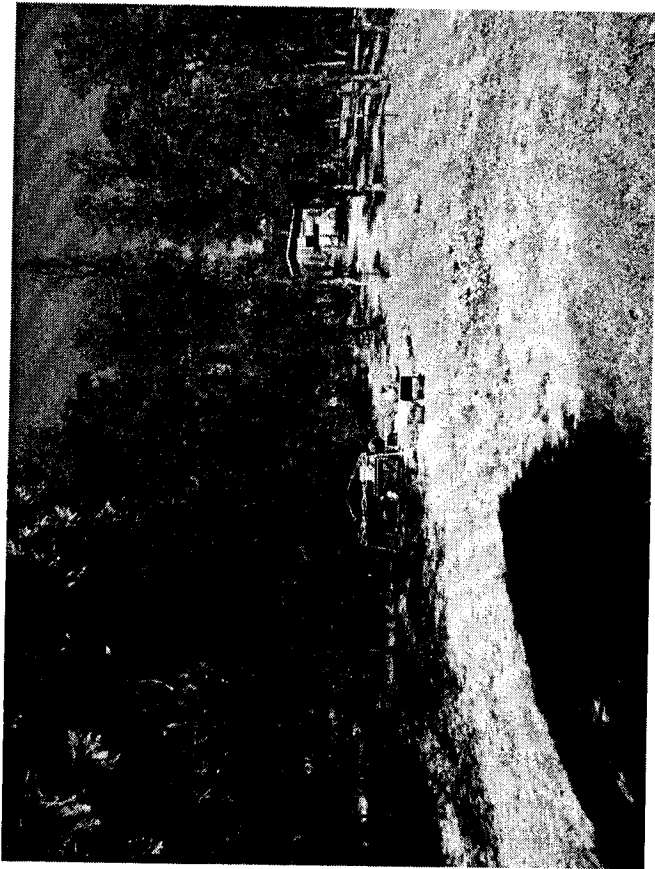
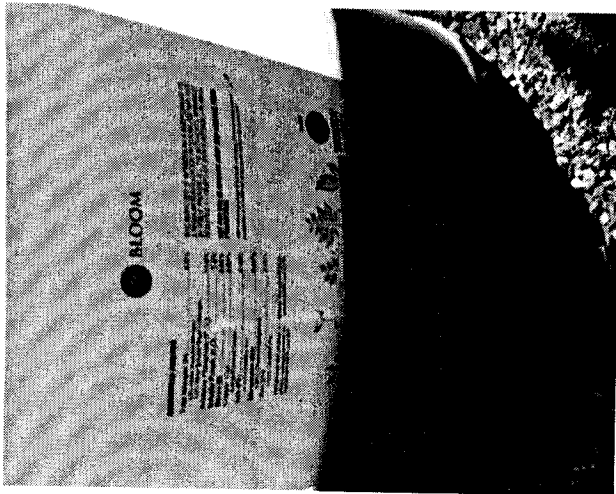
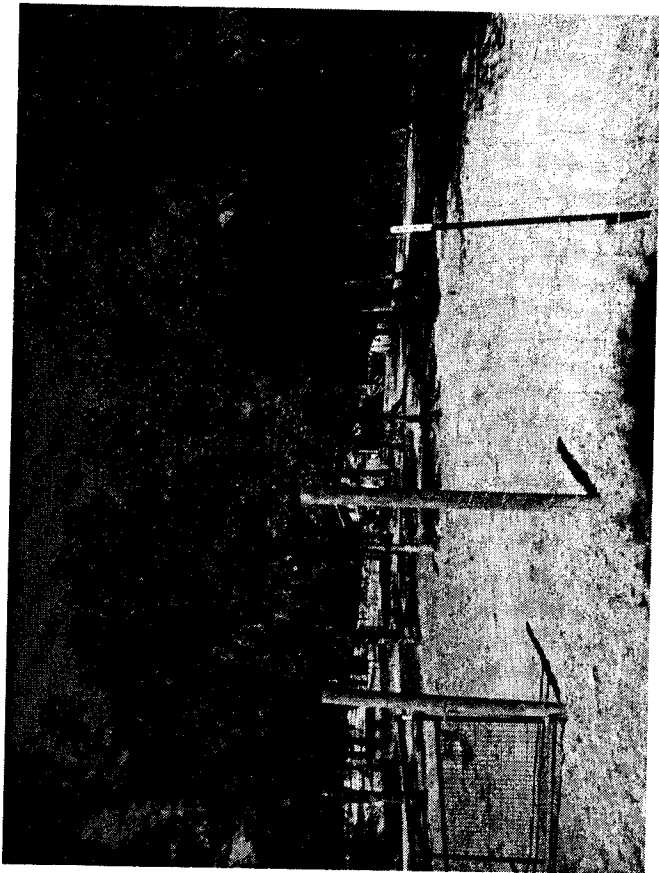
Attachment E - Photographs















Charnel James, Esq

RECEIVED

SEP 09 2016

COMMUNITY DEVELOPMENT  
& SERVICES AGENCY

September 7, 2016

The County of Yuba  
Community Development Department / Code Enforcement  
Attn: Jeremy Strang and Chris Monoco  
915 8<sup>th</sup> Street, Suite 129  
Marysville, CA 95901

RECEIVED

SEP 08 2016

Clerk/Board of Supervisors

CC County Counsel  
Code Enforcement

**RE: Appeal of Citation, MMJ16-0196, Property Address: 12020 Kimberly Road Loma Rica, CA 95901, APN 040-200-014**

Dear Sirs,

I have been retained by Mr. Jeffrey R. Howard, to represent him in all matters related to their use of the property located on 12020 Kimberly Road, Loma Rica, CA 95901 (APN 040-200-014). This will act as the official request for an appeal of the citation dated August 31, 2016. In that citation he was cited for the following violations of cultivation of Marijuana/ Yuba County Ordinance Code § 7.40.400(A): Outdoor Cultivation 7.40.300A, Cultivation of more than 12 plants 7.40.300C "Number of Plants: 42," Water source/discharges 7.40.300D, Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E, use of extension cord(s) 7.40.320A3, Lack of Registration 7.40.340. Yuba County Ordinance Code § 7.40.340: Cultivation of Marijuana without first registering the cultivation and paying the required fee. Yuba County Ordinance Code § 7.40.400(E) The cultivation of Marijuana in a manner that exceeds 12 plants "# of Plants: 42." It is my clients position that he is in compliance with the current ordinance, and that there is no actual neighborhood complaint. I will be representing Mr. Howard at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

Providing the date time of the administrative hearing will allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

As discussed prior at the Board of Supervisor Meetings, we are respectfully requesting a fee waiver at this time. Please contact our office if there are any forms required to complete the fee waiver.

Sincerely,

Charnel James  
Attorney at Law

117 C Street  
Marysville, CA 95901  
cjames@charneljameslaw.com

main 530-923-4678

Attachment F - Request for Hearing

## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 4, 2016

Case #: MMJ16-0196

**APN: 040-200-014**

Owner: Jeffrey R. Howard

Situs: 12020 Kimberly Road, Loma Rica, CA 95901

Date	Reason for Charge	Hours	Total
8/11/2016	Received Complaint, Opened Case*	0.5	\$ 73.50
8/11/2016	Research Property*	0.5	73.50
8/11/2016	Initial Inspection*	1.0	147.00
8/24/2016	Received Additional Complaint*	0.25	36.75
8/26/2016	Phone Call*	0.25	36.75
8/26/2016	Phone Call*	0.25	36.75
8/31/2016	Warrant Prep for Inspection*	4.0	588.00
8/31/2016	Inspection, Two (2) Officers*	2.0	294.00
9/14/2016	Return of Warrant	1.0	147.00
9/20/2016	Hearing Prep	3.0	441.00
9/21/2016	Hearing Prep	7.0	1,029.00
9/22/2016	Hearing Prep	2.0	294.00
	<b>Total Staff Hours Billed at \$147.00 per Hour</b>	<b>21.75</b>	<b>\$ 3,197.25</b>
8/31/2016	Notice and Order to Abate Public Nuisance*	FEE	1,470.00
9/19/2016	Notice of Non-Compliance	FEE	147.00
9/19/2016	CDSA Processing Fee, One Document	FEE	73.50
10/4/2016	Administrative Penalty, 35 Days @ \$4,800.00 Per Day Accrued Daily, August 31, 2016 - October 4, 2016	PENALTY	168,000.00
10/4/2016	CDSA Support Fee (6%)	FEE	293.27
		<b>Total</b>	<b>\$173,181.02</b>

\* Charges are reflected in the Bill.

\* Charges are reflected in Unpaid Billing Statement # 746

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# The County Of Yuba

Community Development  
& Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

(433-1016) Hold ... - 1 of 36



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

## Public Nuisance Hearing

To: Yuba County Board of Supervisors  
From: Jeremy Strang, Code Enforcement Manager  
Date: October 4, 2016

### Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 014-473-012-000. The parcel is located in the unincorporated area of the County of Yuba in the community of Arboga and is commonly referred to as 3893 Brougham Way. The property has the zoning designation of RS, Single Family Residential and is 0.14 acre in size. The property is improved with a single family dwelling.

Tejinder Maan is the owner of record and is listed on the most recent equalized tax assessment. The grant deed was recorded on May 12, 2010.

### Current Code Case:

Case Number:	MMJ16-0212
Date:	8/29/2016
Complaint:	Marijuana Cultivation
Disposition:	Founded; cultivation of 95 marijuana plants. Notice and Order to Abate Public Nuisance issued.
Case Closed:	N/A

On August 29, 2016, Code Enforcement received a complaint of approximately 50 marijuana plants being cultivated outdoors at the subject address.

On August 29, 2016 Officer Christopher Monaco attempted to perform an inspection of the property. While attempting to make contact with any occupant who might be present, Officer Monaco was able to view marijuana plants in the rear yard area. After being unable to make contact with anyone, Officer Monaco returned to the office and mailed an inspection request letter; one addressed to the "occupant" at the subject address, and the other to the property owner, Tejinder Maan at the address on file.

On September 2, 2016, Tejinder Maan made contact with Officer Monaco. Mr. Maan explained to Officer Monaco that the tenant, Chris Clark, has been renting the property for approximately two years. Mr. Maan stated that he has been unsuccessful at contacting his tenant and is unaware of Mr. Clark ever having cultivated marijuana at the subject property. Mr. Maan stated that he would likely issue a "Three Day Notice" at some point in the following few days.

On September 6, 2016, Officer Monaco received a voicemail message from Mr. Maan stating that he gave his tenant "a notice" and that they were requesting a couple of weeks to move. On or about September 8, 2016, Mr. Maan provided Code Enforcement with a hand written notice (See **Attachment A – Written Notice**), signed by Tejinder Maan and dated September 5, 2016. The notice is addressed to Chris and Erika Clark and requests that they stop cultivating marijuana and remove the plants from the property immediately.

On September 8, 2016, Officer Monaco attempted to contact the occupant(s) of the property to request an inspection of the property without success. Officer Monaco affixed his card to the front door along with a summary of the marijuana cultivation ordinance. His card had a note requesting contact be made with him as soon as possible.

On September 9, 2016, a judicial inspection warrant ["Warrant"] (see **Attachment B – Warrant**) was signed by the Honorable Debra L. Givens, Judge of the Superior Court; Officer Monaco executed the Warrant that same day. An inspection was performed by Officer Monaco, who was accompanied by Yuba County Sheriff's Deputy Rivera.

#### Public Nuisance Declared:

On September 9, 2016, pursuant to his observations, Officer Monaco issued a Notice and Order to Abate Public Nuisance. His inspection confirmed that:

1. Marijuana was being cultivated without first registering the cultivation
2. The number of plants, 95, exceeded the maximum amount allowed
3. The cultivation of marijuana was not within a qualifying accessory structure

The Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment C – Notice and Order**) was issued to the property owner, Tejinder Maan and to the cultivator Chris Clark. The Order was personally served to Mr. Clark, posted on the property, and was also mailed to Tejinder Maan and Chris Clark by U.S. Mail, both Certified Mail with Return Receipt and First Class; a proof of Service for each was completed (see **Attachment D – Proof of Service**).

The Order alleges the following violations:

1. 7.40.300A Outdoor cultivation of 95 marijuana plants
2. 7.40.300C Cultivation of more than 12 plants
3. 7.40.300E Cultivation affecting environment
4. 7.40.320A3 Use of extension cords in lieu of permanent wiring
5. 7.40.340 Failure to register marijuana cultivation prior to cultivating
6. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
7. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated immediately but not more than 3 days from the date the Order is posted. The Order was posted on September 9, 2016 and ordered that the marijuana nuisance be removed by September 10, 2016.

Yuba County Ordinance Code, Chapters 7.36 and 7.40 authorize the imposition of an Administrative Penalty for violations of the Yuba County Ordinance Code. Pursuant to Section 7.40.550B, the Administrative Penalty imposed was calculated for the amount of \$9,900.00 per day and began to accrue immediately upon the issuance of an Order as required by 7.40.550C (see **Attachment E – Administrative Penalty Worksheet**).

Attached and incorporated as part of this report as **Attachment F – Photographs**, are photographs taken on August 31, 2016, by Officer Monaco. The photographs accurately depict the conditions of the subject property observed by Officer Monaco on that date and further support the existence of a public nuisance.

On September 12, 2016, Chris Clark, through his attorney Charnel James, filed a request for a hearing to appeal the determination of a public nuisance (see **Attachment G – Request for Hearing**); The request for hearing was not accompanied by the appeal deposit that is required by Yuba County Ordinance Code, Section 7.40.600. A *Waiver or Reduction of Appeal Fee* was provided to Charnel James by the Clerk of the Board of Supervisors.

On September 13, 2016, Tejinder Maan met with Officer Monaco. Mr. Maan stated that he has retained Rose Dickenson Eviction Services to begin the eviction process for his tenants. Mr. Maan provided Officer Monaco with a Three-Day Notice to Perform Covenant or Quit (see **Attachment H – Three-Day Notice**) that was signed by Mr. Maan on September 12, 2016.

Yuba County Ordinance Code, Sections 7.40.140B and 7.40.540B require that public nuisance violations be corrected and/or removed from the property immediately.

Pursuant to Yuba County Ordinance Code, Section 7.40.550C, the Administrative Penalty does not cease during the pendency of an appeal. Therefore the enforcement costs and penalties accrued to date are \$252,992.66. Section 7.40.560 makes the owner of the property on which a nuisance is found to exist, responsible for the enforcement costs and penalties.

#### Applicable Law:

### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)**

#### **7.40.140 Cultivation Restrictions**

*B. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land..*

**7.40.300 Cultivation Restrictions**

*A. Outdoor cultivation on any Parcel is prohibited.*

**7.40.300 Cultivation Restrictions**

*C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.*

**7.40.300 Cultivation Restrictions**

*E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.*

**7.40.320 Cultivation Restrictions**

*A. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:*

*3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified*

**7.40.340 Registration Requirements**

*A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.*

**7.40.400 Conditions Creating Public Nuisance**

*A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:*

*A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for 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.*

**7.40.400 Conditions Creating Public Nuisance**

*A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:*

*E. The cultivation of marijuana in a manner that exceeds 12 plants.*

**7.40.540 Cultivation Restrictions**

*B. The Notice and Order to Abate shall describe the use or condition which constitutes the public nuisance; and shall order that the uses or conditions constituting the nuisance be abated by demolition, securing, removal, cleanup, repair or other means within a reasonable time certain as*

determined necessary for such abatement by the Enforcement Official based upon the nature and complexity of the abatement process, normally being three (3) days, or less, from the date such notice is mailed and/or posted.

#### **7.40.550 Administrative Penalties**

*A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:*

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

*B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.*

*C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no affect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.*

#### **7.40.560 Enforcement Costs**

*A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.*

### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE**

#### **7.36.710 Authority**

*This Article is adopted pursuant to the authority vested in the County by Government Code section 53069.4.*

Recommendations:

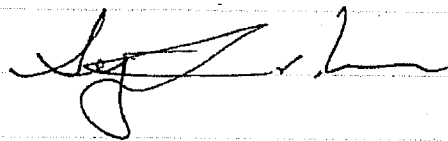
The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Find that a public nuisance exists
2. Order that the nuisance conditions be removed immediately and not later than October 5, 2016. An inspection shall be allowed to verify compliance with your order. Where an inspection is not permitted, a Code Enforcement Officer shall seek a judicial inspection warrant to verify compliance
  - a. If compliance has not been achieved, Order that Code Enforcement Officers shall remove and destroy the marijuana
3. Order that any additional or new costs of enforcement incurred in abating the violations are the responsibility of the property owners
4. Find that the Administrative Penalty for \$9,900.00 per day is accurate
5. Find that the enforcement costs of \$252,992.66 accrued to date (see **Attachment I – Cost Accounting**) are accurate
6. Order that the enforcement costs be paid within 30 days of the date of your Order
7. Order where the enforcement costs go unpaid that:
  - a. A special tax assessment be assessed against the parcel with the Yuba County Tax Collector's Office; and
  - b. A lien be recorded with the Yuba County Recorder's Office, and;
  - c. Any monies collected pursuant to your Order be deposited into Trust Account 254-3500-371-98-99 (90%) and Trust Account 256-3500-371-98-99 (10%)

No accounting hearing shall be necessary.

CHRIS CLARK & ERIKA CLARK  
3893 BROUGHAM WAY  
OLIVEHURST, CA 95961

- AS YOU ARE ALREADY AWARE OF OUR LEASE AGREEMENT TERMS, MARIJUANA CULTIVATION IS NOT ALLOWED ON THIS PROPERTY.
- YOU MUST STOP CULTIVATION OF MARIJUANA IMMEDIATELY.
- YOU MUST REMOVE ALL PLANTS AND SCHEDULE AN INSPECTION WITH ME SO I CAN VERIFY IT.
- IF THIS IS NOT DONE IN 3 DAYS, I WILL START LEGAL ACTION TO EVICT YOU AND REMOVE THE PLANTS.

 9/5/16

TELINDER S. MAAN



SUPERIOR COURT OF CALIFORNIA  
COUNTY OF YUBA

(433-1016) Hold ... - 8 of 36

In the Matter of the Application  
Of the County of Yuba

NO. 16-155  
INSPECTION WARRANT  
CCP § 1822.50 et seq.

The people of the State of California to any Code Enforcement Officer in the County of Yuba:

Proof, by affidavit, having been made by Code Enforcement Officer Chris Monaco, that there is reasonable cause for the issuance of the Inspection Warrant, you are commanded to make an inspection, accompanied by representatives and employees of the following Yuba County Departments: Community Development and Services Agency and the County Sheriff's Department in the daytime (between the hours of 8:00 a.m. and 6:00 p.m.) of the property located and described as:

3893 Brougham Way, Arboga, CA 95961; Assessor's Parcel Number: 014-473-012

Pursuant to the provisions of The STANDARD CODE OF CIVIL PROCEDURE of the STATE OF CALIFORNIA, Part III Title 13 Section 1822.50 et seq., for the following purposes:

1. To determine the full extent and nature of public nuisance violations - as defined by Yuba County Ordinance Code Title VII Chapter 7.40 Article 4 Section 7.40.400A-G believed to exist on the property.
2. Identify, record, document and photograph the same.

Which inspection shall include, but not be limited to, the interior of all structures, vehicles, and fenced marijuana grow areas with locks located on the subject property and extend from property boundary to property boundary of the above-described property.

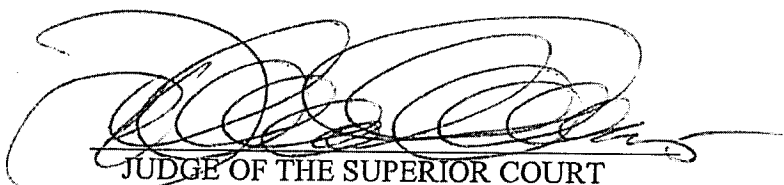
The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.  
The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant is authorized to proceed onto the property without the presence of the owner or occupant(s) of said property and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced. Further, pursuant to Code of Civil Procedures §1822.56, good cause having been shown, the requirement of notice of this inspection warrant is waived; the warrant may be served without advance notice

Refusal to permit the inspection authorized hereunder shall be a misdemeanor, pursuant to the provisions of the Code of Civil Procedure § 1822.57.

Given under my hand and dated this 9 day of September 2016, at 9:50 AM/PM.



  
JUDGE OF THE SUPERIOR COURT

DEBRA L. GIVENS



# The County Of Yuba

(433-1016) Hold ... - 9 of 36

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



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

## NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ16-0212

CULTIVATOR(S) INFORMATION:	PROPERTY OWNER INFORMATION:
CHRIS CLARK 3893 BROUGHAM WAY ARBOGA, CA 95961	TEJINDER MAAN 4090 NICOLAUS ROAD LINCOLN, CA 95648

**VIOLATION ADDRESS:** 3893 BROUGHAM WAY, ARBOGA, CA 95961

**APN:** 014-473-012

**PLEASE TAKE NOTICE:** that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapters 7.36 and 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: 95

☐ 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 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: 95
- ☐ **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 and not later than September 10, 2016.

**YOU ARE HEREBY ADVISED** that Administrative Penalties pursuant to 7.36 and 7.40 in the amount of \$9,900.00 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, within 10 calendar days of the date of this Notice, 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.**

X POSTED PROPERTY

X PERSONAL SERVICE

X CERTIFIED MAIL 7015 3010 0002 2971 7580 \* 7597

DATED: August 9, 2016



Christopher Monaco  
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, Billing Invoice #749

CC:



**County of Yuba**  
 Code Enforcement Division  
 915 8th Street, Suite 123  
 Marysville, CA 95901  
 Phone: 530.749.5455

**Billing Statement** (433-1016) Hold ... - 12 of 36

DATE	INVOICE #
9/12/2016	749

BILL TO:  
 Property Owner:  
 Tejinder S Maan  
 Tenant/Cultivator:  
 Chris Clark

**CASE INFORMATION**

Number: MMJ16-0212  
 Officer: C. Monaco  
 APN: 014-473-012  
 3893 Brougham Way, Arboga  
 Cert # 7015 3010 0002 2971 7580 & 7597

			TERMS	DUE DATE
			Net 30	10/12/2016
SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
8/29/2016	Received Complaint, Opened Case	147.00	0.5	73.50
8/29/2016	Research Property	147.00	0.5	73.50
8/29/2016	Initial Inspection	147.00	0.5	73.50
8/29/2016	Inspection Request Mailed	147.00	0.25	36.75
9/2/2016	Office Visit /Property Owner	147.00	0.5	73.50
9/8/2016	Office Visit /Property Owner	147.00	0.25	36.75
9/8/2016	Inspection Attempted	147.00	0.25	36.75
9/9/2016	Warrant Prep for Inspection	147.00	4	588.00
9/9/2016	Inspection	147.00	1	147.00
9/9/2016	Notice & Order to Abate	1,470.00		1,470.00
9/12/2016	Admin Penalty (Accrued Daily)	39,600.00		39,600.00
9/12/2016	CDSA Support Fees (6%)	156.56		156.56
*Please Note: Administrative Penalty continues to accrue at a rate of \$9,900.00 per day.				
			<b>Total</b>	<b>\$42,365.81</b>

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
 WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

5 - 30 DAYS PAST DUE = 25%  
 31 + DAYS PAST DUE = 50%

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
 REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

Attachment C - Notice & Order

## COUNTY OF YUBA

### PROOF OF SERVICE

I served a copy of the foregoing **Notice & Order to Abate Public Nuisance (MMJ16-0212)** and **Billing Statement #749** on the following persons by:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:  
Name: Tejinder Maan  
Address: 4090 Nicolaus Road, Lincoln, CA 95648  
Date of Delivery to Post Office: September 12, 2016  
Registration No.: 7015 3010 0002 2971 7580

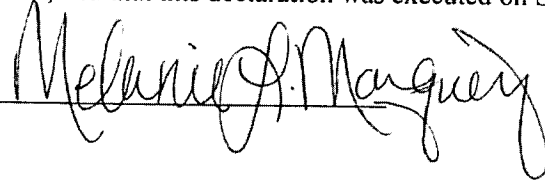
☐ **Emailing** to the **property owner(s)**:  
Name:  
Email Address:  
Date and Time of Email:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant/cultivator(s)**:  
Name: Chris Clark  
Address: 3893 Brougham Way, Arboga, CA 95961  
Date of Delivery to Post Office: September 12, 2016  
Registration No.: 7015 3010 0002 2971 7597

☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 12, 2016 at Marysville, California.

Signed



Community Development & Services Agency  
Code Enforcement Division  
Melanie Marquez  
915 8<sup>th</sup> Street, Suite #123  
Marysville CA. 95901  
(530) 749-5455

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

9/12/16 CM N40/Billing 749

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage a

\$

Sent To

Street and Apt. #

City, State, ZIP+

PS Form 3800

Tejinder Maan  
 4090 Nicolaus Road  
 Lincoln, CA 95648

Postmark  
Here
**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

9/12/16 CM N40/Billing 749

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage a

\$

Sent To

Street and Apt. #

City, State, ZIP+

PS Form 3800

Chris Clark  
 3893 Brougham Way  
 Arboga, CA 95961

Postmark  
Here**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chris Clark  
 3893 Brougham Way  
 Arboga, CA 95961



9590 9403 0765 5196 5957 71

2. Article Number (Transfer from service label)

7015 3010 0002 2971 7597

PS Form 3811, April 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-14-16

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

SEP 15 2016

COMMUNITY DEVELOPMENT  
& SERVICES AGENCY

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

# ADMINISTRATIVE PENALTY WORKSHEET

## 7.40.550A-C

Case #: MMJ16-0212

APN: 014-473-012

Owner: Tejinder S. Maan

Situs: 3893 Brougham Way, Arboga, CA 95961

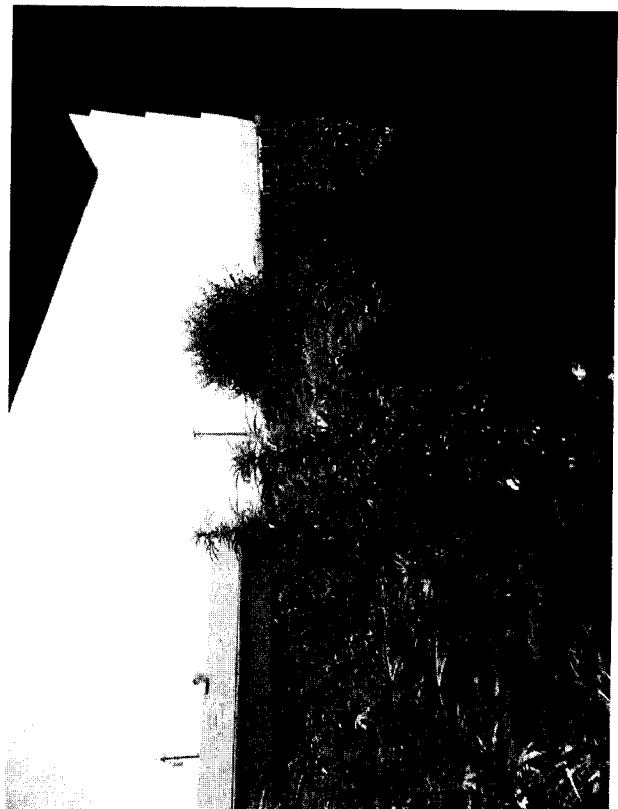
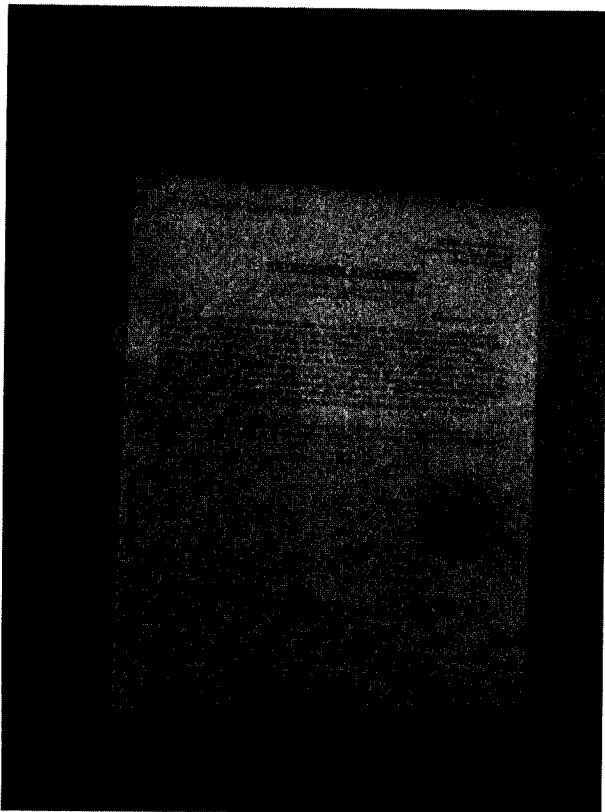
Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on	Number of Plants <b>95</b>	X \$100.00	\$9,500.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of more than 12 plants 7.40.300C	\$100.00	\$100.00
	Cultivation Environment 7.40.300E	\$100.00	\$100.00
	Lack of Registration	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		<b>Grand Total:</b>	<b>\$9,900.00</b>

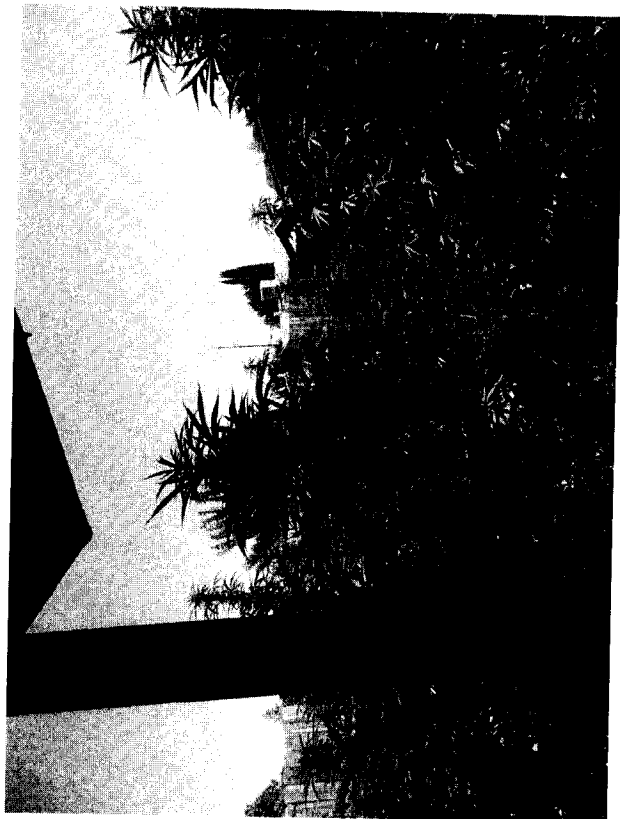
# 3893 Brougham Photographs

Attachment F - Photographs



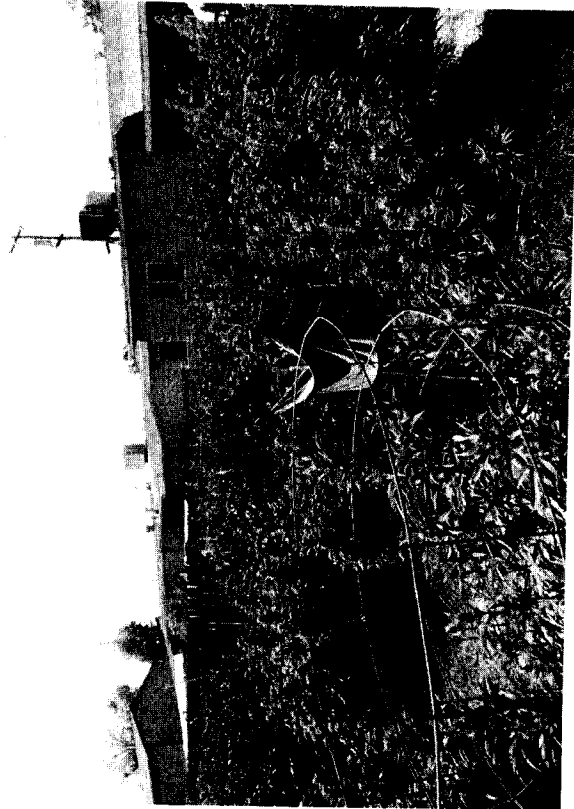
Attachment F - Photographs



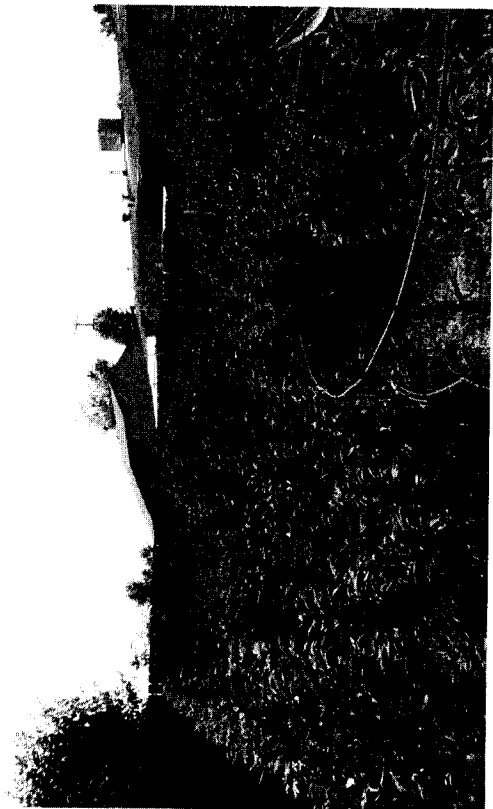
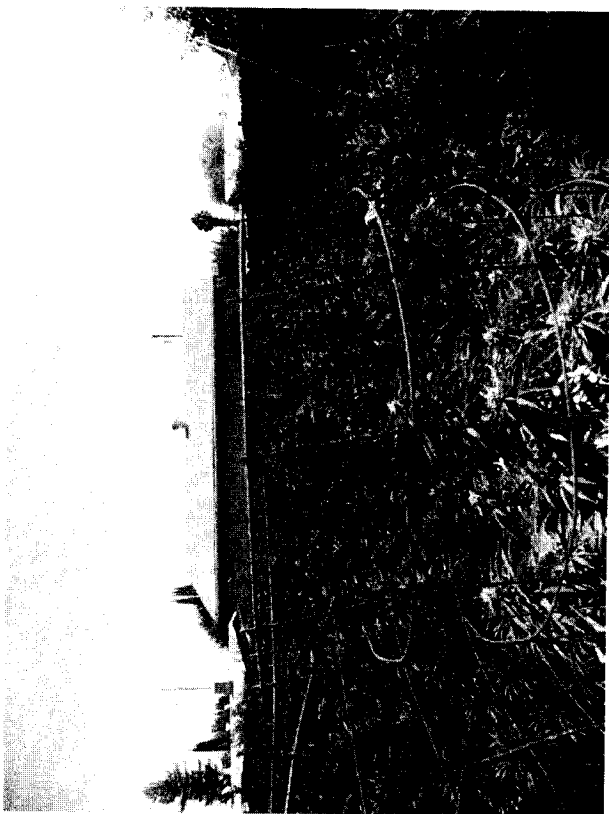


Attachment F - Photographs



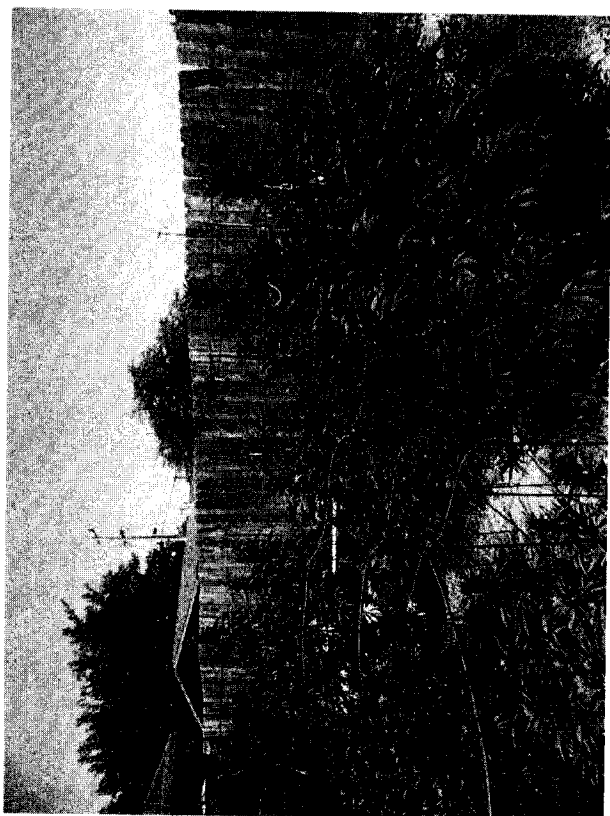


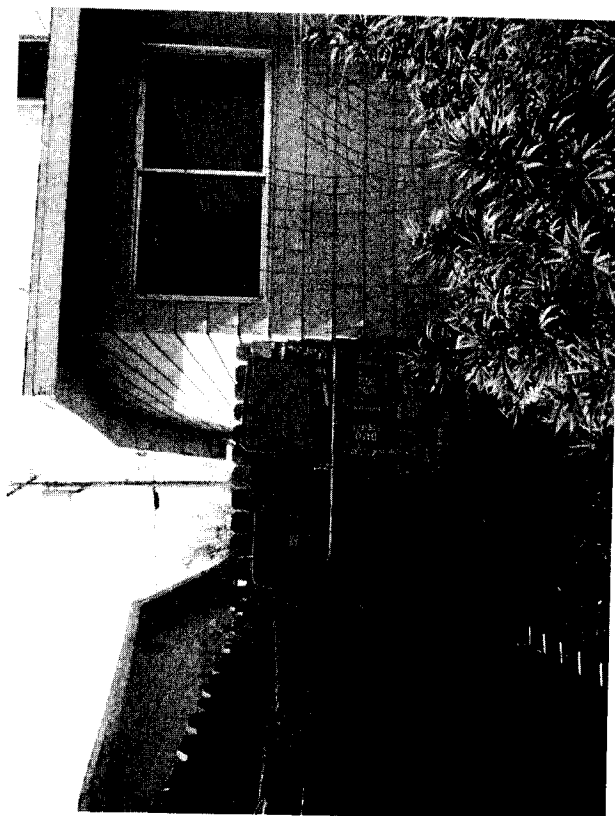
Attachment F - Photographs





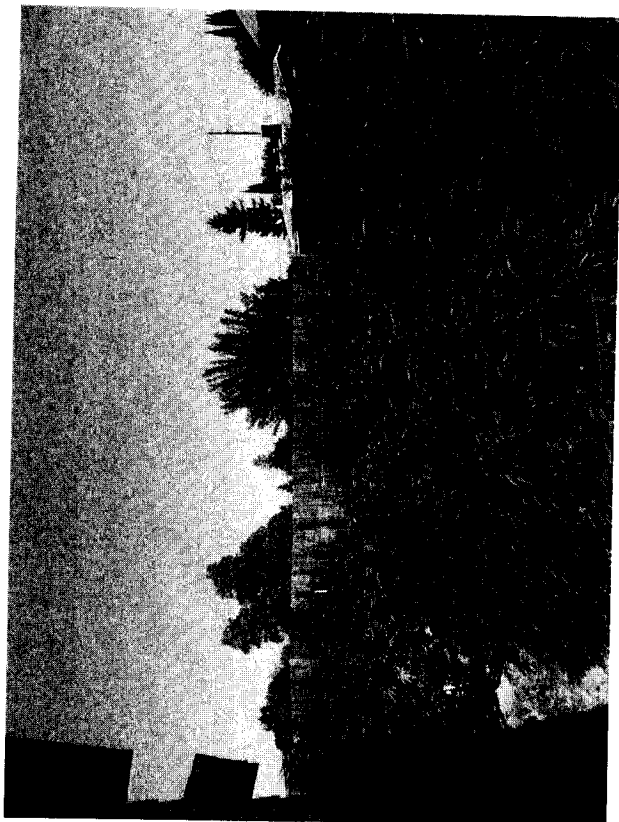
Attachment F - Photographs





Attachment F - Photographs





Attachment F - Photographs





Law Office of Charnel James  
A New Dawn in Legal Representation  
Charnel James, Esq

(433-1016) Hold ... - 23 of 36

RECEIVED

SEP 12 2016

COMMUNITY DEVELOPMENT  
& SERVICES AGENCY

September 12, 2016

Received

The County of Yuba  
Community Development Department / Code Enforcement  
Attn: Jeremy Strang and Chris Monoco  
915 8<sup>th</sup> Street, Suite 129  
Marysville, CA 95901

Date: 9-12-16

Name: PK

**RE: Appeal of Citation, MMJ16-0212, Property Address: 3893 Brougham Way, Arboga, CA 95961, APN: 014-473-012**

Dear Sirs,

I have been retained by Mr. Chris Clark, to represent him in all matters related to their use of the property located on 3893 Brougham Way, Arboga, CA 95961 (APN 014-473-012). This will act as the official request for an appeal of the citation dated August 31, 2016. In that citation he was cited for the following violations of cultivation of **Marijuana/ Yuba County Ordinance Code § 7.40.400(A): Outdoor Cultivation 7.40.300A, Cultivation of more than 12 plants 7.40.300C "Number of Plants: 95," Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E, Lack of Registration 7.40.340. Yuba County Ordinance Code § 7.40.340: Cultivation of Marijuana without first registering the cultivation and paying the required fee. Yuba County Ordinance Code § 7.40.400(E) The cultivation of Marijuana in a manner that exceeds 12 plants "# of Plants: 95."** It is my clients position that he is in compliance with the current ordinance, and that there is no actual neighborhood complaint. I will be representing Mr.Clark at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

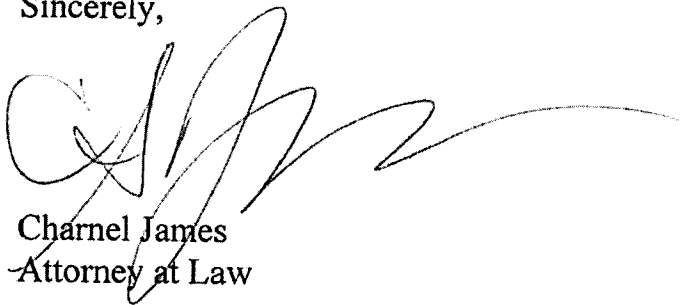
**On September 9, 2016 my client received the Notice and Order to Abate Public Nuisance and was given until September 10, 2016 to correct any**

**violations the amount of time given to my client was not even 24 hours. The expiration was clearly not sufficient time given to my client to correct any violation.**

Providing the date time of the administrative hearing will allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

As discussed prior at the Board of Supervisor Meetings, we are respectfully requesting a fee waiver at this time. Please contact our office if there are any forms required to complete the fee waiver.

Sincerely,



Charnel James  
Attorney at Law

Attachment G - Request for Hearing

### THREE-DAY NOTICE TO PERFORM COVENANT OR QUIT

To: CHRIS CLARK AND ERIKA CLARK, AND ALL OTHER OCCUPANTS, Tenant(s) in possession of the premises 3893 BROUGHAM WAY, City of OLIVEHURST, County of YUBA, California, 95961.

YOU ARE HEREBY NOTIFIED that you are in violation of the lease or rental agreement under which you occupy these premises because you have violated one or more of the Summary Provisions of Urgency Ordinance #1542 adopted April 28, 2015, and Paragraph #14A, and Paragraph #40 of your Rental Lease. (See a copy of your lease attached.)

I was notified by the County of Yuba, Community Development Department, Code Enforcement that you may be growing marijuana on the property you rent from me. I confirmed that you have a marijuana grow on the property, in violation of local ordinances and/or state law. By your actions, you have placed the property owner in a position of liability, and subject him to possible substantial fines, and penalties.

YOU ARE HEREBY REQUIRED within THREE (3) DAYS from the date of service on you of this notice to remedy the violation and perform the covenant, BY PERMANENTLY REMOVING ALL MARIJUANA PLANTS ON THE PROPERTY, OR, BY IMMEDIATELY BRINGING YOUR GROW INTO COMPLIANCE WITH THE ATTACHED "SUMMARY PROVISIONS OF URGENCY ORDINANCE #1542, ADOPTED APRIL 28, 2015" and "ARTICLE 3 - RESTRICTIONS AND REQUIREMENTS" and providing proof of compliance to the Landlord, or to vacate and surrender possession of the premises.

If you fail to do so, legal proceedings will be instituted against you to recover possession of the premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover damages and court costs.

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

Note: You have the right to request an initial inspection of your unit and to be present during that inspection, and during normal business hours. At this inspection, the Owner will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for deductions from the security deposit. This may not be a final accounting of deductions from the security deposit. A separate notice of Resident's Option to Request an Initial Inspection is provided with this Notice. Please complete the form and return it to Owner if you wish to arrange for an initial inspection. Mail to: Tejinder Maan, 4090 Nicolaus Road, Lincoln, CA 95648. Phone: [REDACTED].

  
TEJINDER MAAN, Landlord

Date: 9/12/16

**Resident's Option to Request an Initial Inspection**

TO: TEJINDER MAAN, LANDLORD, OWNER OF THE RENTAL  
PROPERTY LOCATED AT  
3893 BROUGHAM WAY, OLIVEHURST, CALIFORNIA 95961.

I, CHRIS CLARK AND ERIKA CLARK, TENANTS,  
HEREBY REQUEST AN INITIAL INSPECTION OF THE ABOVE PROPERTY. I  
UNDERSTAND THAT THE LANDLORD WILL PROVIDE A STATEMENT DETAILING  
REPAIRS OR CLEANING THAT ARE PROPOSED TO BE THE BASIS OF  
DEDUCTIONS FROM THE SECURITY DEPOSIT. I FURTHER UNDERSTAND THAT  
THIS MAY NOT BE A FINAL ACCOUNTING OF DEDUCTIONS FROM THE  
SECURITY DEPOSIT.

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

**Summary Provisions of Urgency Ordinance #1542 adopted April 28, 2015**

- Marijuana can only be cultivated on a parcel that has a legally established and permitted dwelling/residence
- Outdoor cultivation and cultivation within any dwelling/residence is prohibited. Cultivation of more than 12 plants is prohibited. 12 plants is the maximum number of marijuana plants per parcel regardless of parcel size
- There is no distinction between a mature or an immature marijuana plant
- Cultivation of marijuana shall be contained within a building that is accessory to a dwelling/residence
- The accessory building, regardless of size, shall be permitted with the Building Department
- The accessory building shall be equipped with an odor and moisture filtration system
- Any person who intends to cultivate marijuana shall submit an application for registration to Yuba County Code Enforcement and shall receive approval including a registration number prior to cultivating marijuana
- Active Code Enforcement violations will have to be corrected prior to registration approval and the cultivation of marijuana
- Any person who intends to cultivate marijuana on a parcel who is not the owner of the parcel/property where marijuana is intended to be grown shall submit a notarized letter of consent from the property owner prior to cultivating medical marijuana – consent will be collected along with the registration application

### **ARTICLE 3 RESTRICTIONS AND REQUIREMENTS**

#### **7.40.300 Cultivation Restrictions**

- A. Outdoor cultivation on any Parcel is prohibited.
- B. Cultivation within a Dwelling or any other structure used or intended for human habitation is prohibited.
- C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.
- D. All persons and entities engaging in the cultivation of marijuana shall:
  - 1. Have a legal water source on the Parcel;
  - 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and
  - 3. Not permit illegal discharges of water from the parcel.
- E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.
- F. Applicants seeking authorization to cultivate marijuana on parcels where active Code Enforcement violations of any provision of the Yuba County Ordinance Code exist shall first correct Code violations prior to cultivating marijuana.

#### **7.40.310 Cultivation Requirements**

- A. Cultivation may only occur on a Parcel improved with an occupied, legally established, Dwelling in conformance with this Chapter. The cultivation shall be contained within the Defined Area of Cultivation in one, single, residential accessory structure affixed to the real property that:
  - 1. Meets the definition of "Indoor;"
  - 2. That is located on the same Parcel as the Dwelling of a qualified patient(s) or a primary caregiver(s); and
  - 3. That complies with all of the provisions of the Yuba County Code relating to accessory structures including, but not limited to, the County's Development Code in Title XI, and construction codes in Title X of the Yuba County Ordinance Code. Where the provisions of this Chapter are more restrictive than other portions of the Yuba County Code the provisions of this Chapter shall govern.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT**  
(C.A.R. Form LR, Revised 10/04)

TEJINDER MAAN

(Landlord)

CHRIS CLARK, ERIKA CLARK

(Tenant) agree as follows

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as 3893 BROUGHAM WAY, OLIVE HURST CA 95961 (Premises)
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: CHRIS CLARK, ERIKA CLARK, CURTIS CLARK (brother), MICHAEL CLARK (brother) AND THEIR CHILDREN
- C. The following personal property, maintained pursuant to paragraph 11, is included: REFRIGERATOR AND STOVE/OVEN (2) or ☐ (if checked) the personal property on the attached addendum.

**2. TERM:** The term begins on (date) MAY 1 2015 (Commencement Date), (Check A or B)

- ☐ A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. Lease: and shall terminate on (date) April 30, 2016 at 2:00 ☐ AM ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended the agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 1035.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or ☐ ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by ☐ personal check, ☒ money order, ☐ cashier's check, ☒ other CASH (phone) TEJINDER MAAN (name) 4090 NICOLAUS ROAD LINCOLN CA 95648 (address) 8:00 AM and 8:00 PM (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 8:00 AM and 8:00 PM on the following days M - S. If any payment is returned for non-sufficient funds (NSF) because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ 1000.00 as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☒ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to shall be paid by ☐ personal check, ☐ money order, or ☐ cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>May 1, 2015</u> to <u>May 1, 2015</u> (date)	\$ <u>1035</u>	<u>Paid May 01, 15</u>	<u>- 0 -</u>	<u>June 01, 15</u>
*Security Deposit	\$ <u>1000</u>	<u>- 0 -</u>	<u>In-Lieu of Repairs &amp; Honor</u>	
Other				
Other				
Total				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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Attachment H - Three-Day Notice

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 3893 BAUGHMAN WAY, OLIVEHURST, CA 94548 Date: 5/1/15

6. LATE CHARGE; RETURNED CHECK

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or 5) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$75 plus \$10 per day late % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- ☒ A. Parking is permitted as follows: IN LEGAL PARKING SPACE ONLY

The right to parking ☒ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR ☐ B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- ☐ A. Storage is permitted as follows:

The right to storage space ☐ is ☒ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☒ B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: WATER & SEWER, except GARBAGE SERVICE, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s). (Check all that apply:)

- ☒ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: NO EXCEPTION

- ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

- ☐ C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or ☐ ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

- ☐ D. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. ☐ Landlord ☒ Tenant shall water the garden, landscaping, trees and shrubs, except: NO EXCEPTION.

- C. ☐ Landlord ☒ Tenant shall maintain the garden, landscaping, trees and shrubs, except: NO EXCEPTION.

- D. ☐ Landlord ☒ Tenant shall maintain the house in a habitable condition.

- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Attachment H - Three-Day Notice

Landlord's Initials ( TL ) ( TL )

Date: \_\_\_\_\_



Premises: 3893 BRUGHAM WAY, OLIVEHURST CA

12. **NEIGHBORHOOD CONDITIONS:** 1. It is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: 2 dogs
14. **RULES/REGULATIONS:**  
 A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.  
 B. (If applicable, check one)  
☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
 OR ☒ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.
15. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**  
 A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_  
 Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.  
 B. (Check one)  
☐ 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
 OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.
16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
17. **KEYS; LOCKS:**  
 A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ \_\_\_\_\_):  
☒ \_\_\_\_\_ key(s) to Premises, ☐ \_\_\_\_\_ remote control device(s) for garage door/gate opener(s).  
☐ \_\_\_\_\_ key(s) to mailbox, ☐ \_\_\_\_\_  
☐ \_\_\_\_\_ key(s) to common area(s), ☐ \_\_\_\_\_  
 B. Tenant acknowledges that locks to the Premises ☐ have ☐ have not, been re-keyed.  
 C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
18. **ENTRY:**  
 A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.  
 B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.  
 C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials AK

Land Attachment H - Three-Day Notice



Premises: 3893 BROWNHAM WAY, OLIVEHURST, CA 95961 ✓ 5/1/15

22. ☐ **LEAD-BASED PAINT** (If checked) Premises was constructed prior to 1978. In accordance with federal law, Landlord gives Tenant acknowledges receipt of disclosures on the attached form (C.A.R. Form 1003) and a federally approved lead pamphlet.
23. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area used for military training, and may contain potentially explosive munitions.
24. ☐ **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and give Tenant a copy of the notice originally given to Landlord by the pest control company.
25. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serve jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. There is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **POSSESSION:**
- A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or ☐ ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminal when Tenant has returned all keys to the Premises to Landlord.
- B. ☐ Tenant is already in possession of the Premises.
27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to all alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NIT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given a opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant  
Landlord

Attachment H - Three-Day Notice

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Premises: 3893 BROUGHAM way, OLIVEHURST,

33. WAIVER: The waiver of any breach, not be construed as a continuing waiver of the, or any subsequent breach.

34. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: TEJ MAANTenant: CHRIS CLARK4090 NICOLAUS ROAD  
LINCOLN CA 956483893 Brougham way  
OLIVEHURST, CA 95648

35. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

## 37. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between the parties of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enforce the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker") provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

38. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.

39. CAR FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

40. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: (1) CHANGE SMOKE DETECTOR BATTERIES EVERY 6 MONTHS  
(2) MARIJUANA CULTIVATION IS PROHIBITED. NO EXCEPTION.  
(3) CHANGE A/C FILTER EVERY OTHER MONTH AT MINIMUM.The following ATTACHED supplements are incorporated in this Agreement: ☐ Keyset Addendum (C.A.R. Form KLA); ☐ Interpreter/Translator Agreement (C.A.R. Form ITA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

## 42. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) N/AIs the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

Leasing Agent: (Print firm name)

(if not same as Listing Agent) Is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.B. DISCLOSURE: ☐ (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationship (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.3. ☐ TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.4. ☐ INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt

the attached interpreter/translator agreement (C.A.R. Form ITA).

FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

Tenn  
Lark Attachment H - Three-Day Notice

Premises: 3893 BROUGHAM WAY, OLIVEHURST, CA 95961 Date: 5/1/15

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot make representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and desired assistance from appropriate professionals.

Tenant Christopher Clark Date 5-1-15  
 Address CHUCK City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

46. ☐ **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for value and consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee the prompt payment of Rent or other sums become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) Christopher Clark Date \_\_\_\_\_  
 Guarantor CHUCK  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord LEONIDER MAAN Date 5/1/15  
 (Owner or Agent with authority to enter into this Agreement) [Signature]

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
 (Owner or Agent with authority to enter into this Agreement)

Landlord Address 4042 NICOLAUS ROAD City LINCOLN State CA Zip 9564  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 4, 2016

Case #: MMJ16-0212

APN: 014-473-012

Owner: Tejinder Maan

Cultivator: Chris Clark

Situs: 3893 Brougham Way, Arboga, CA 95961

Date	Reason for Charge	Hours	Total
8/29/2016	Received Complaint, Opened Case*	0.5	\$ 73.50
8/29/2016	Research Property*	0.5	73.50
8/29/2016	Initial Inspection*	0.5	73.50
8/29/2016	Inspection Request Mailed*	0.25	36.75
9/2/2016	In-House Visit by Property Owner*	0.5	73.50
9/8/2016	In-House Visit by Property Owner*	0.25	36.75
9/8/2016	Inspection Attempted*	0.25	36.75
9/9/2016	Warrant Prep for Inspection*	4.0	588.00
9/9/2016	Inspection*	1.0	147.00
9/14/2016	Return of Warrant	1.0	147.00
9/22/2016	Hearing Prep	5.0	735.00
9/23/2016	Hearing Prep	6.0	882.00
9/26/2016	Hearing Prep	2.0	294.00
9/27/2016	Hearing Prep	2.0	294.00
	<b>Total Staff Hours Billed at \$147.00 per Hour</b>	<b>23.75</b>	<b>\$ 3,491.25</b>
9/9/2016	Notice and Order to Abate Public Nuisance*	FEE	1,470.00
9/23/2016	Notice of Non-Compliance	FEE	147.00
9/23/2016	CDSA Processing Fee, Recording Doc	FEE	73.50
10/4/2016	Administrative Penalty, 25 Days @ \$9,900.00 Per Day Accrued Daily, September 9, 2016 - October 4, 2016	PENALTY	247,500.00
10/4/2016	CDSA Support Fee (6%)	FEE	310.91
		<b>Total</b>	<b>\$252,992.66</b>

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# Yuba County In-Home Supportive Services Public Authority

IHSS Minutes - 1 of 2



## MINUTES

September 13, 2016

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 9:47 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe and Randy Fletcher. Also present were Yuba County Administrator Robert Bendorf and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Griego presided.

A. ROLL CALL: Directors Vasquez, Nicoletti, Griego, Abe, and Fletcher

B. Approve meeting minutes of July 26, 2016. Approved

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

C. CONSENT ITEM: Approve agreement with Industrial Employers and Distributors Association (IEDA) for consulting services and authorize Chair to execute.

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

D. ADJOURN: 9:48 a.m.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

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# *The County of Yuba*

## *B O A R D O F S U P E R V I S O R S*

*SEPTEMBER 20, 2016 - MINUTES*



Call to order 9:30 a.m. with Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher present.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.

Supervisor Nicoletti recapped reaching out to the 14Forward community for the 2016 Coastal Cleanup Project and recognized Dave, Rosal, and Mary who assisted during the cleanup at the Yuba River.

### III. SPECIAL DISTRICTS PUBLIC HEARING

#### A. County Service Area

- 1. (411-0916) Approve County Service Area (CSA) Assessments for CSA No. 2 through 70A in the total amount of \$2,929,271.26 Public Works Director Mike Lee recapped the collection and use of assessments within the specific areas with total revenue of \$2,929,271.26 and responded to inquiries.

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

The public hearing was closed.

MOTION: Move to approve      MOVED: Mary Jane Griego      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 County Service Area Assessments as outlined in Exhibit "A" which is made apart of the minutes.

#### B. Gledhill Landscaping and Lighting

- 1. (412-0916) Adopt resolution adopting budget for Gledhill Landscaping and Lighting District in the total amount of \$47,000 for Fiscal Year 2016-2017.

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

By roll call vote, adopted Resolution No. 2016-95, which is on file in Yuba County Resolution Book No. 47.

C. Linda Street Lighting and Maintenance District

1. (413-0916) Adopt resolution adopting budget for Linda Street Lighting Maintenance District in the total amount of \$375,000 for Fiscal Year 2016-2017.

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

By roll call vote, adopted Resolution No. 2016-96, which is on file in Yuba County Resolution Book No. 47.

IV. FINAL COUNTY BUDGET FISCAL YEAR 2016-2017 PUBLIC HEARING: Budget Hearing may be continued on a day-to-day basis through September 30, 2016.

A. County Administrator

1. (414-0916) Present overview and recommended adjustments for Fiscal Year 2016-2017 Final Budget. County Administrator Robert Bendorf and Deputy Grace Mull recapped recommendations for final budget including:
  - ♦ Revenue adjustments increased
    - Secured property tax \$104,258
    - VLF Sway \$25,000
    - Property Transfer Tax \$25,00
  - ♦ Cash Balance - \$2,526,380
    - General Fund Reserves \$2.1 million
    - Capital Project Fund - \$901,164 for total of \$1.3 million
    - General Fund costs - \$234,435
  - ♦ General Fund Reserves - \$2.1 million
  - ♦ General Fund Contingencies - \$943,954

Deputy County Administrator Grace Mull recapped recommended adjustments to various departmental budgets.

Mr. Bendorf recapped additional positions within Sheriff operations and funds for Child Support Fund balance audit. Mr. Bendorf indicated the total County operating budget of \$174,750,244 and responded to Board inquiries.

- B. Receive comments from Bi-County/County Department Heads. None
- C. Public Comments: Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings. Chair Abe opened the public hearing. No public comments.
- D. Board of Supervisors: Consider Fiscal Year 2016-2017 Final Budget, provide direction to staff, and take action as appropriate. All motions by roll call vote.

MOTION: Move to approve Operating Funds in the total amount of \$10,859,997  
 MOVED: Mary Jane Griego      SECOND: Andrew Vasquez  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None      ABSENT: None      ABSTAIN: None

By roll call vote, adopted Operating Funds as outlined in Exhibit "B" which is made apart of the minutes.

MOTION: Move to approve General Contingencies in the amount of \$943,954  
 MOVED: John Nicoletti SECOND: Mary Jane Griego  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Airport Enterprise Funds in the amount of \$520,065  
 MOVED: Mary Jane Griego SECOND: John Nicoletti  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Reserves – General in the amount of \$157,412  
 MOVED: Mary Jane Griego SECOND: John Nicoletti  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to Internal Service Funds in the total amount of \$20,039,094  
 MOVED: Mary Jane Griego SECOND: John Nicoletti  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher  
 NOES: None ABSENT: None ABSTAIN: None

- V. RECESS TO DATE AND TIME CERTAIN OR CLOSE BUDGET HEARING: 10:04 a.m. hearing closed.
- VI. RECESS TO 1:30 P.M. COST ACCOUNTING HEARING: The Board reconvened at 1:30 p.m. with all members present as indicated above. The Clerk administered an oath to all parties testifying.
- VII. 1:30 P.M. COST ACCOUNTING HEARING
  - A. (154-0416) Hold 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 \$462,954.42 and the recording of a lien regarding 9943 Camper Lane, Brownsville, CA 95919, Rufus M. and AE Sun Monts. (Continued from April 26, 2106, June 28, 2016, August 23, 2016) (Roll call vote) (Ten minutes) Code Enforcement Manger Jeremy Strang provided a PowerPoint presentation recapping determining factors for consideration, review of property due to criminal search warrant issued, outdoor growing of 505 plants without registration or permitted structure, notice of order and administrative penalty of \$50,900 per day, compliance inspection which confirmed removal of plants, and recording of notice of noncompliance August 28, 2015. Mr. Strang further recapped the circumstances of change of property owners and a title search which did not find the notice in mid-June. Mr. Strang recommended reducing the imposed penalty by \$305,400 for a total of \$157,554.42 and provided findings of fact and conclusions of law and orders. Mr. Strang responded to Board inquiries.
  - Mr. Clifford St. Sauver, current property owner, responded to inquiries regarding condition of property, prior and current, title search which did not find notice, recording of deed March 25, 2016, and responded to inquiries.
  - Chief Deputy Counsel Courtney Abril responded to Board inquiries.

Counsel for owner Mr. Rufus Monts, recapped noticing and eradication of plants when made aware of plants, concurred with recommended reduction, hospitalization of Mr. Monts due to illness, and responded to inquiries.

Mr. Rufus Monts responded to Board inquiries.

MOTION: Move to adopt findings, conclusions of law and orders authorizing assessment in the amount of \$157,554.42

MOVED: Andrew Vasquez      SECOND: Randy Fletcher

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None      ABSENT: None      ABSTAIN: None

Adopted findings conclusions of law and orders by roll call vote.

VIII. ADJOURN: 2:41 p.m.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Approved: \_\_\_\_\_

Yuba County Public Works  
County Service Area Assessments  
2016-2017

(441-1016) Appro... - 5 of 8

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
2	100.00	200.00	22,600.00
4	24.00	96.00	1,872.00
5	100.00	400.00	7,600.00
8	44.00	176.00	5,192.00
9	21.00	84.00	2,163.00
10	163.00	163.00	1,630.00
11	22.00	88.00	2,882.00
12	20.00	80.00	980.00
13	25.00	100.00	1,825.00
14	100.00	200.00	30,600.00
15	75.00	150.00	13,125.00
16	28.00	112.00	1,120.00
17	182.00	250.00	1,296.00
18	33.00	132.00	4,125.00
19	N/A	300.00	16,200.00
20	31.00	124.00	1,271.00
21	34.00	136.00	9,350.00
22	N/A	220.00	1,760.00
24	48.00	192.00	1,152.00
25	38.00	152.00	1,634.00
25A	N/A	75.00	2,325.00
26	18.00	72.00	864.00
28	250.00	500.00	4,000.00
29	21.00	84.00	861.00
30	60.00	240.00	840.00
31	10.00	10.00	70.00
32	15.00	60.00	360.00
33	43.00	172.00	2,193.00
34	20.00	80.00	1,020.00
36	48.00	192.00	864.00
37	38.00	152.00	2,964.00
38	90.00	360.00	13,410.00
39	150.00	300.00	9,150.00
40	84.00	336.00	3,948.00
42	27.00	108.00	1,539.00
43	15.00	60.00	405.00
44	110.00	440.00	2,640.00
45	60.00	240.00	2,100.00
46	45.00	180.00	1,575.00
48	60.00	60.00	12,720.00
52	23.00	148.00	96,791.00
52B	N/A	269.72	375,511.50
52C	N/A	425.80	55,158.64
53	100.00	200.00	900.00
54	100.00	200.00	1,300.00
55	18.00	72.00	234.00
59	200.00	400.00	4,200.00

Yuba County Public Works  
County Service Area Assessments  
2016-2017

(441-1016) Appro... - 6 of 8

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
60	50	200	450.00
61	N/A	284.08	5,113.44
63	N/A	271.46	19,329.66
66A	N/A	449.62	1,458,806.60
66B	N/A	339.58	81,740.96
66C	N/A	569.18	289,578.34
66D	N/A	354.96	66,256.98
66E	N/A	593.94	59,976.18
69	N/A	276.84	23,427.40
70	N/A	163.52	108,740.56
70A	N/A	95.10	89,531.00
			<b>2,929,271.26</b>

# Budget for Fiscal Year 2016-2017

## Allocation by Budget Unit

**Section I****Operating Funds**

*The following budgets may be approved en mass.*

Notes

Welfare Administration	\$36,224,049
Welfare - Categorical Aids	\$21,908,079
General Relief	\$120,000
Board of Supervisors	\$469,980
Board of Supervisors - Special	\$1,178,237
Clerk - Recorder	\$679,457
Human Resources	\$246,385
Auditor-Controller	\$664,070
Treasurer	\$644,672
Assessor	\$1,459,982
County Counsel	\$615,502
Elections	\$580,741
Buildings & Grounds	\$447,900
Energy	\$885,385
Custodial Services	\$324,512
Capital Improvements	\$5,000
Surveyor	\$334,499
Comm Dev Admin & Finance	\$49,730
County Administration	\$299,380
Clerk of the Board	\$310,438
Economic Development	\$111,568
Administrative Services	\$245,500
Information Technology	\$1,241,984
Public Defender	\$1,185,117
Grand Jury	\$34,100
Sheriff - Boat Grant	\$258,399
Probation	\$4,899,038
Victim/ Witness - Child Abuse	\$183,773
Victim / Witness Program	\$174,585
V.W. - Spec Emph	\$0
V.W. - Prev & Ed (JAG)	\$223,900
JAG ARRA	\$140,613
Crime Prevention Act 2000	\$300,197
Youth Offender Block Grant	\$247,593
Probation - Family Resource Center	\$214,843
State Correctional School	\$24,000
Drainage Ditch Maintenance	\$829,254
Agriculture Commissioner & Sealer of Weights	\$1,166,294
Building Inspection/Code Enforcement	\$2,432,761
Juvenile Traffic	\$18,250
Public Guardian	\$292,639
Emergency Services	\$606,813
Planning	\$902,440
Animal Control	\$707,869
Health/CMSP	\$0
Environmental Health	\$1,478,703
County Parks	\$360,384
Bi - County Veterans	\$354,928
Library	\$409,673

## Section I cont'd

## Operating Funds

Subsidies - Human Services	\$129,313	
Subsidies - Health	\$187,701	
Subsidies - Public Authority	\$0	
Subsidies - Public Works Road	\$0	
Subsidies - Public Safety	\$14,244,604	
Agriculture Extension	\$98,291	
Housing Authority	\$0	
Other Long Term Debts	\$0	
Public Works Road	\$21,955,131	
Fish & Game	\$14,125	
Special Aviation	\$10,000	
Health Services	\$7,915,422	
Public Authority	\$586,810	
Child Support Services	\$3,948,287	
District Attorney	\$2,379,044	
Sheriff	\$12,621,666	
Sheriff - County Jail	\$10,766,566	
Juvenile Hall	\$5,068,648	
Sheriff - Court Bailiffs	\$604,161	
County Drug Grant	\$169	
Criminal Justice System Grant	\$292	
CDBG 2010	\$0	
Sutter County - Community Services Block Grant - 2015	\$0	
Sutter County - Community Services Block Grant - 2014	\$0	
CSBG 2014	\$0	
CSBG 2015	\$1,040	
NSP 3 HCD	\$602,868	
CDBG 2012	\$47,755	
Debt Service	\$5,531,635	
YS Enterprise Zone	\$0	
EDBG Grant	\$0	
Industrial Development Grant	\$0	
Standards & Training - Prob/JH	\$39,601	
Standards & Training - Sheriff	\$39,880	
Solar Panels	\$951,028	\$173,286,225
Sheriffs Facility	\$4,511,741	Subtotal Funds 100-134
Airport Solar Array	\$4,187,641	
Tri-County Juvenile Hall	\$765,000	
Jail Expansion	\$362,000	
HELP Program	\$82,587	\$10,859,997
		Funds 162,201,202,233

## Section II

## Individually Approved Funds

The following funds must be approved individually.

<b>Contingencies - General</b>	<b>\$943,954</b>	
Total Operating Funds		
<b>Airport Enterprise Funds</b>	<b>\$520,065</b>	\$174,750,244
Total Enterprise Funds		Funds 100-134 + Contingencies + Airport Enterpr
<b>Reserves-General</b>	<b>\$157,412</b>	FY 2016-2017 Reserves Amount is \$2,100,000
<b>Internal Service Funds</b>		
Automotive Service	\$630,562	
Sheriff - Automotive Service	\$779,885	
IT - Network Infrastructure	\$685,208	
Workers Comp	\$1,994,099	
Liability Insurance	\$2,537,257	
Health Insurance	\$12,255,088	
General Insurance	\$186,176	
Unemployment Insurance	\$741,804	
Short Term Disability	\$229,015	
<b>Total Internal Service Funds</b>	<b>\$20,039,094</b>	

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5434

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



434-1016  
(434-1016) Award... - 1 of 26

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

10/4/16  
September 27, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH WSP/PARSONS  
BRINKERHOFF TO PROVIDE DESIGN SERVICES FOR THE LOS VERJELES ROAD OVER  
HONCUT CREEK BRIDGE REPLACEMENT PROJECT

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, the agreement with WSP/Parsons Brinkerhoff (PB) to provide professional services to design the Los Verjeles Road Over Honcut Creek Bridge Replacement Project.

### BACKGROUND:

The existing bridge along Los Verjeles Road is structurally deficient, functionally obsolete and requires replacement. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. Funds for preliminary engineering work were recently authorized and a request for proposals for professional design services was publicly circulated. The County received two proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to PB in the amount of \$479,918. Construction of the bridge is tentatively scheduled for 2019.

### DISCUSSION:

The work in general will consist of all civil, environmental, geotechnical and hydraulic design services to design the replacement bridge. The County will be responsible for right of way acquisition, utility coordination, and project management. The purpose of this project is to replace a structurally deficient and functionally obsolete bridge.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the FY 16/17 Public Works Budget.

### FISCAL IMPACT:

Preparation of plans, specifications, estimate and all required reports will not exceed \$479,918. The design for this project will be funded with Federal Highway Bridge Program (HBP) funds at 88.53% (\$424,871) with the remaining 11.47% split evenly between Yuba County (\$27,523) and Butte County (\$27,523). Yuba County's share will be provided from the Road Fund.

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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional engineering services for the Los Verjeles Road Over Honcut Creek Bridge Replacement Project ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

WSP/Parsons Brinckerhoff  
"CONSULTANT"

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

### OPERATIVE PROVISIONS

#### 1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

#### 2. TERM.

Commencement Date:           Month Day, 2016

Termination Date:           Month Day, 2019

The term of this Agreement shall become effective on April 20, 2016, and shall continue in force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice (or 30 day depending on type of contract) to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

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

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dennis Haglan is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

Attachment A – Scope of Work  
Attachment B – Payment  
Attachment C – Additional Provisions  
Attachment D – General Provisions  
Attachment E – Insurance Provisions

**9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

All subcontracts in excess of \$25,000 shall contain the above provisions.

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

IN WITNESS WHEREOF, the parties hereto have executed this  
Agreement on \_\_\_\_\_, 2016.

"COUNTY"  
COUNTY OF YUBA

"CONSULTANT"

\_\_\_\_\_  
Roger Abe,  
Board Chair

\_\_\_\_\_  
Eli Aramouni, Principle Area Manager  
WSP/Parsons Brinckerhoff.

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Jill Abel,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
WSP/Parsons Brinckerhoff. – Los Verjeles Road Bridge Replacement Project

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties included on the attached exhibit labeled as Exhibit A- Scope of Services and Cost.

**A.2. TIME SERVICES RENDERED.** The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.** As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.** CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

**COUNTY OF YUBA**  
WSP/Parsons Brinckerhoff. – Los Verjeles Road Bridge Replacement Project

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed FOUR HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS (\$479,918); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed FOUR HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS (\$479,918) without a formal written amendment to this Agreement approved by the COUNTY.

**B.2 TRAVEL COSTS.** COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

**COUNTY OF YUBA**  
WSP/Parsons Brinckerhoff. – Los Verjeles Road Bridge Replacement Project

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

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

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

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RETENTION OF RECORDS/AUDITS**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**C.5 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action

within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

**C.6 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.7 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

#### **C.8 AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY'S contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**C.9 EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:  
 "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**C.10 STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

**C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability;

to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **C.12 DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **C.13 PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  1. No state, federal or local agency appropriated funds have been paid, or will be paid by- or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### **C.14 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 14%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of

the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY's Contract Administrator within 30 days.

### **C.15 CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **C.16 DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

(17) Attachment C, Add Item C.17

### **C.17 INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

### **C.18 SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

### **C.19 CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **C.20 CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

## **C.21 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **C.22 EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **C.23 RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These

requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

COUNTY OF YUBA  
WSP/Parsons Brinckerhoff. – Los Verjeles Road Bridge Replacement Project

**ATTACHMENT D**

**GENERAL PROVISIONS**

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

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

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

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

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

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

**D.1.6**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

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

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

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

**D.4 INDEMNITY.** CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

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

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

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

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

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

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

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

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

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

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

## **D.12 STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's

Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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

#### **D.14 OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations,

conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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

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

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

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

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

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

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

## **D.22 CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

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

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

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

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

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

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

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

**D.30 CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing the COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with

this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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

If to "COUNTY":

Public Works  
County of Yuba  
Attn: Director  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

WSP/Parsons Brinckerhoff  
Attn: Eli Aramouni  
Address: 2150 River Plaza Drive, Suite 400  
Sacramento, CA 95833

**COUNTY OF YUBA**  
WSP/Parsons Brinckerhoff. – Los Verjeles Road Bridge Replacement Project

**ATTACHMENT E**

**INSURANCE PROVISIONS**

**SEE ATTACHED INSURANCE PROVISIONS DOCUMENT**

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



435-1016  
(435-1016) Award... - 1 of 4

749-5430 • Fax 749-5434

CODE ENFORCEMENT  
749-5455 • Fax 749-5484

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 4, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Michael G. Lee", is written over the name in the "FROM:" line.

SUBJECT: Award Contract to Apparent Low Bidder for Contract No. 2016-2241 North Beale Road Complete Streets Phase 1 Project

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above mentioned project to the apparent low bidder, and to authorize its chair to execute the contract pending contract approval by County Counsel and Caltrans.

### BACKGROUND:

The project will in general consist of constructing bicycle lanes, curb, gutter, sidewalks, driveway improvements, drainage facilities, street lights, transit enhancements, median landscaping, and other streetscape features. The project will be funded partially through the federal program State Transportation Improvement Plan (STIP) and the Federal Transit Administration's (FTA) New Freedom Program. The remaining portion will be funded by the Yuba County Water Agency, Linda Lighting District, and Trust 188.

On Monday, September 26, 2016 bids were opened for the subject project. The lowest three bids received are shown on the attached sheet.

### DISCUSSION:

The work in general will consist of creating a safer more usable roadway for pedestrians, bicyclists and motor vehicles. The engineer's estimate for the project is approximately \$4,412,500. The project is anticipated to be completed by September 2017.

### COMMITTEE ACTION:

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

**FISCAL IMPACT:**

Construction of the project will be funded from various sources as identified below:

- \$1,765,000 from the State Transportation Improvement Plan (STIP).
- \$286,000 from the Federal Transit Administration's (FTA) New Freedom Program.
- \$1,065,000 potential funding for drainage improvements from YCWA as one of the flood management projects for FY 16/17. YCWA staff is still in the process of making funding recommendations to the YCWA Board, so this funding is not yet secured. The amount of funding YCWA will consider for this project is contingent on revenues for the coming year, which are currently unknown. If YCWA funding becomes available for this project, it would be in the latter half of the fiscal year.
- \$275,000 from the Linda Lighting District to improve street lighting.
- The remaining funds (estimated \$1,021,500) and any contingencies will be paid from Trust 188, the Countywide Traffic Impact fees. If YCWA funding is not approved, those monies will also need to come from Trust 188.

The project consists of new median landscaping that will require funding for ongoing maintenance. The annual maintenance cost for this new median landscaping is currently estimated at \$10,000.

The three apparent lowest bids for Contract No. 2016-2241 North Beale Road Complete Street Phase 1 Project were as follows:

- |                           |                |
|---------------------------|----------------|
| 1. R&R Horn Inc.          | \$5,063,999.00 |
| 2. Lamon Construction Co. | \$5,298,881.50 |
| 3. McGuire & Hester       | \$5,864,178.00 |

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# COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES

436-1016  
(436-1016) Adopt... - 1 of 4

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

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**BRIANA SCHUETTE**  
EMERGENCY OPERATIONS PLANNER

### Board Memo

To: Board of Supervisors  
Fr: Scott Bryan, Emergency Operations Manager  
Re: Proclaim the existence of a local emergency in the County of Yuba  
Date: October 4, 2016 *AB*

#### Recommendation:

The Board of Supervisors adopts a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

#### Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on August 20, 2016.

#### Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The current seasonal rainfall totals have been below normal when compared to average rainfall totals. The National Weather Service continues to designate the County of Yuba as being in a severe drought and the existence of tree mortality is ever increasing. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per Govt. Code Section 8630(d), this proclamation of emergency shall be terminated as soon as reasonably possible.

#### Committee Action:

No committee action was taken due to time constraints.

#### Fiscal Impact:

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

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

**RESOLUTION:**

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

)  
)  
)  
)  
)  
)

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

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

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

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

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

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  




## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services *DM*  
**Date:** October 4, 2016  
**Re:** Tri-County Juvenile Hall

---

### Recommendation

The Board approves the attached Resolution taking actions necessary in support of the creation of a new Tri-County Juvenile Rehabilitation Facility in Marysville funded in part by SB81 Round 1 and Round 2 funding.

### Background

The County has been working with our two partner Counties towards the construction of the Tri-County Juvenile Rehabilitation Facility. In our Joint Powers Agreement, we have each committed to fund a share of the necessary match required by the grants.

While the grants have been awarded by the State, each County must show proof it has earmarked the necessary amounts to cover their share of the match.

### Discussion

Being the lead agency on the project, Yuba County has released the Request for Qualifications to seek qualified design-build firms. Before we can approve and release the follow-up RFP, the State must certify we have committed to the funds. Each County is hearing their presentation this same day.

### Committee Action

Due to the time sensitivity of this request, we brought the item directly to your Board for review.

### Fiscal Impact

This is committing to the State that the County of Yuba will fund its share of the necessary cost to construct the Tri-County Juvenile Facility.

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

**RESOLUTION  
TO APPROVE THE ACTIONS NECESSARY  
FOR THE CREATION OF A NEW TRI-  
COUNTY JUVENILE REHABILITATION  
FACILITY IN MARYSVILLE FUNDED IN  
PART BY SB81 ROUND 1 AND ROUND 2  
FUNDING**

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

**WHEREAS,** In November 2010, Colusa County received an SB81 Local Youthful Offender Rehabilitation Facilities Construction Grant to develop a new juvenile facility, and through SB365 these funds have been redirected to Yuba County; and

**WHEREAS,** Yuba, Sutter, and Colusa Counties have mutually determined it is advantageous for the three Counties to use this funding for the construction a Tri-County Juvenile Rehabilitation Facility to replace major portions of the existing Juvenile Hall that do not comply with current and upcoming regulatory requirements; and

**WHEREAS,** Yuba County has been positioned as the lead agency in the development of this new Tri-County Juvenile Rehabilitation Facility; and

**WHEREAS,** the Tri-County Juvenile Rehabilitation Facility has been awarded \$15.3 million in SB81 Round 1 and Round 2; and

**WHEREAS,** the three Counties have adopted a Joint Powers Agreement to govern the new Tri-County Juvenile Facility, are already operating under the new guidelines, and have established a joint oversight committee to oversee operations and the development of the new facility; and

**WHEREAS,** under this JPA, the Counties of Yuba and Sutter shall hold a 40% share for the cost of the construction of the facility and Colusa shall hold a 20% share.

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby assures that the County has appropriated the match in the amount of eight hundred seventy nine thousand, nine hundred and eighteen (\$879,918.40); has identified the source of cash match and in-kind funds; has appropriated in the Capital Improvement #200 in the sum stated above, which represents our 40 percent share of the cash match and in-kind total; and that state, cash match, and in-kind funds do not replace funds otherwise dedicated or appropriated for construction activities.

**BE IT FURTHER RESOLVED** that the County of Yuba will meet the financial requirements for the construction of the Tri County Juvenile Rehabilitation Facility with funds appropriated accordingly and adhering to the requirements as set forth in the Joint Powers Agreement.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

AYES:

NOES:

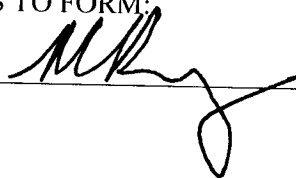
ABSENT:

ABSTAIN:

\_\_\_\_\_  
Roger Abe  
Board Chair

ATTEST: Donna Stottlemeyer  
CLERK OF THE BOARD OF SUPERVISORS  
  
\_\_\_\_\_

YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

\_\_\_\_\_  




## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services *DM*  
**Date:** October 4, 2016  
**Re:** Advanced Document Concepts – Copier Lease & Maintenance Agreement

---

### Recommendation

Adopt Resolution authorizing agreement with Advanced Document Concepts for lease and maintenance of county-wide copier multifunction devices, and authorize Purchasing Agent to execute agreement and supporting documents upon review and approval of Counsel.

### Background

In November 2007, Administrative Services went out to bid for 19 copiers which resulted in an agreement for services with Advanced Documents being brought to the Board and approved. Additional units were added as departmental needs grew. In April 2013, Administrative Services brought a refresh agreement to the Board to extend the agreement for another three years due to the life of many of the devices could be utilized for another three (3) years and thereby offer a reduction in costs to departments. That agreement is expiring.

### Discussion

After a lengthy, detailed review of Advanced Document Concepts proposal to refresh the County's leased devices utilizing a comparable pricing structure as provided to Sutter County as a result of their solicitation for copiers; and comparing that to cooperative available pricing under the NASPO agreement from Xerox, Administrative Services has determined that the pricing from Advanced Documents offers the greatest savings and best benefit for the County.

The new program will include replacement of every leased device within the County with the newest Kyocera model comparable in size and speed to what is currently assigned to each County department. Administrative Services and Advanced Documents will also meet with any departments interested in transitioning, changing, or adding a leased device to their department. In addition, meetings will be conducted with each department with assigned devices to discuss usage and any utilization changes that can be made to either reduce the number of devices assigned to a department and/or relocate devices within a department for optimal utilization.

The 60 month Lease Agreement is with US Bank Equipment Finance through Advanced Documents. The Maintenance Agreements are held directly with Advanced Document Concepts. A resolution is included to delegate signing authority to the Purchasing Agent to execute the final contract documents once all department meetings and equipment assignments have been determined.

### **Committee Recommendation**

This item went to the Public Facilities Committee on September 27, 2016 and was recommended for approval.

### **Financial Impact**

The financial impact is a cost savings of approximately \$1,800 per month from the current copier program. All costs are charged directly to the respective departments. The maintenance costs cover repairs, replacements, and toner at no additional charge.

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

**RESOLUTION TO APPROVE A NEW  
AGREEMENT WITH ADVANCED DOCUMENT  
CONCEPTS FOR A LEASE AND MAINTENANCE  
AGREEMENT FOR COUNTY-WIDE COPIER  
MULTIFUNCTION DEVICES, AND AUTHORIZE  
PURCHASING AGENT TO EXECUTE THE  
AGREEMENT AND SUPPORTING DOCUMENTS**

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

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**WHEREAS**, Yuba County's contract for multi-function device copiers is expiring; and

**WHEREAS**, Yuba County staff have a need to maintain current and emerging technologies in our offices County-wide; and

**WHEREAS**, the Yuba County Purchasing Team has conducted an assessment among our pre-competed copier providers, including a detailed analysis of total costs; and

**WHEREAS**, the analysis determined that under the new agreement with our existing provider we can obtain all new technology from our existing provider at a lower cost.

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby approves a new agreement with Advanced Document Concepts for a lease and maintenance agreement for county-wide copier multifunction devices, and authorizes Purchasing Agent to execute the agreement and supporting documents.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

Chairman

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



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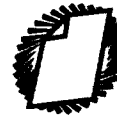
EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:

439-1016



(439-1016) Adopt... - 5 of 12

Fax: 530.893.9027

## Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092  
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

## CUSTOMER INFORMATION

FULL LEGAL NAME

County of Yuba

STREET ADDRESS

915 8th Street, Suite 119

CITY

STATE

ZIP

PHONE

FAX

Marysville

Ca.

95901

(530) 749-7880

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

## EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

## TERM AND PAYMENT SCHEDULE

Term in 60 Months

60

Payments\* of \$ 4,660.00

\*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

## END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials  
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

## CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

County of Yuba

X

SIGNATURE

TITLE

CUSTOMER (as referenced above)

94-6000731

FEDERAL TAX I.D. #

PRINT NAME

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

## ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

County of Yuba

X

SIGNATURE

TITLE

DATE OF DELIVERY

CUSTOMER (as referenced above)

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or other document. This Agreement will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for month to month terms, unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

(439-1016) Adopt... - 6 of 12

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.



(439-1016) Adopt... - 7 of 12

*Schedule "A"*

This Schedule "A" is to be attached to and becomes part of the Agreement dated \_\_\_\_\_ by and between the undersigned and **U.S. Bank Equipment Finance**.

**MAKE/MODEL NO./ACCESSORIES**

**SERIAL NO.**

**STARTING METER**

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**CUSTOMER ACCEPTANCE**

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

County of Yuba

**X**

CUSTOMER

SIGNATURE

TITLE

DATED



EQUIPMENT FINANCE

(439-1016) Adopt... - 8 of 12

AGREEMENT NO.

2113013

## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2113013, dated \_\_\_\_\_, between **County of Yuba**, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended a sell, assign, or transfer this Agreement without notice to or consent from you, and you waive notice or consent."

(439-1016) Adopt... - 9 of 12

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**U.S. Bank Equipment Finance**

Lessor

Signature

Title

Date

**County of Yuba**

Customer

**X**

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

## CALIFORNIA JUDICIAL REFERENCE AGREEMENT

This California Judicial Reference Agreement ("Agreement") is entered into in connection with any existing financing ("Financing") provided by ("Lessor/Secured Party") to County of Yuba ("Customer") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, supplements, guaranties and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "Financing Documents."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "Parties") agree as follows:

- Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
- The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
- If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any Dispute.
- If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.
- During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of \_\_\_\_\_, 2016.

U.S. Bank Equipment Finance

County of Yuba

Lessor/Secured Party

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



## MAINTENANCE AGREEMENT BETWEEN: Advanced Document Concepts

AND

Yuba County

NAME

915 8th Street Ste. 119

Marysville,

Ca.

95901

CITY

STATE

ZIP

PHONE

Same as Ship To

EQUIPMENT LOCATION

ADDRESS

CITY

STATE

ZIP

CONTACT

PHONE

MODEL / OPTION	SERIAL NUMBER	MACH ID	START METER	RATE
			B/W	.00625 B/W per page
			CLR	.05 per page

AGREEMENT BEGINNING

08/01/16

AND ENDING

07/31/21

WITH THE FOLLOWING INDICATED PROVISIONS IN EFFECT:

Cost-Per-Copy contract billed monthly in arrears

based on meter readings-includes parts, labor &amp; supplies

EXCESS COPIES  
CHARGED AT:

n/a

No Minimum

COPIES INCLUDED:

Unlimited

EXPIRES:

TONER INCLUDED:

Yes ☒ No ☐

STAPLES INCLUDED:

Yes ☐ No ☒

DRUM INCLUDED:

Yes ☒ No ☐

MASTERS INCLUDED:

Yes ☐ No ☒

FUSER ROLLER INCLUDED:

Yes ☒ No ☐

LABOR INCLUDED:

Yes ☒ No ☐

RECOVERY BOTTLES

INCLUDED: Yes ☒ No ☐

DEVELOPER INCLUDED:

Yes ☒ No ☐

PAPER INCLUDED:

Yes ☐ No ☒

SOFTWARE SUPPORT

INCLUDED: Yes ☐ No ☒

PARTS INCLUDED:

Yes ☒ No ☐

IMAGE UNITS INCLUDED:

Yes ☒ No ☐

TRANSFER RIBBONS

INCLUDED: Yes ☐ No ☒

INK CARTRIDGES INCLUDED:

Yes ☐ No ☒

THERMAL HEAD INCLUDED:

Yes ☒ No ☐

OTHER:

*I agree to all terms and conditions by signing or paying for this agreement.*

Advanced Document Concepts

COMPANY

CUSTOMER NAME

AUTHORIZED COMPANY SIGNATURE

Chris Fogleman, Service Manager

TITLE

AUTHORIZED COMPANY SIGNATURE

TITLE

DATE SIGNED

DATE SIGNED

SEE REVERSE FOR TERMS &amp; CONDITIONS

AGREEMENT NUMBER

SPECIAL CONDITIONS:

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY:

## TERMS AND CONDITIONS

(439-1016) Adopt... - 12 of 12

For the purpose of maintaining the equipment specified on this agreement, Advanced Document Concepts, hereinafter known as **COMPANY**, agrees to service and repair said equipment in accordance with the following terms and conditions:

1. All calls will be performed during **COMPANY'S** normal working hours. Calls requested for other than the **COMPANY'S** hours will be charged to the customer at the **COMPANY'S** current rate for after hour service. The availability of such service is to be solely decided by the **COMPANY**. Customer agrees to give free and unencumbered access to the equipment to perform service therein.
2. Perform all maintenance, including emergency calls, lubrication and adjustment to maintain the specified equipment in good working order, with the exception of normal operator functions as described in operator manual.
3. This agreement does not include any item the **COMPANY** classifies as a supply item e.g. drums, developer, toner, staples, paper, recovery bottles, fuser roller, image units, etc. or has its replacement dictated by copy volume, unless, indicated in this agreement. Parts deemed obsolete by the manufacturer or exterior covers, trays, lids, doors and cassettes.
4. The agreement does include all labor and travel costs, unless increased service time is resulting from neglect or unique applications, unless otherwise specified. Equipment must be located in a suitable place that is safe and non-hazardous as deemed by the **COMPANY**.
5. This agreement does not cover any service, repairs, parts, or travel, incurred by abuse, misuse, accident, theft, neglect, acts of a third party or parties, fire, water, acts of God, insufficient or faulty power source, improper temperature or humidity conditions, or presence of chemical vapor. As well as, repairs or alterations attempted by non-**COMPANY** personnel, or damage caused by the customer relocating the equipment inconsistent with key operator training provided by the **COMPANY**. Also excluded from this agreement is service necessitated by malfunction of parts, supplies, or alteration of non-vendor manufacturer, or not supplied by **COMPANY**.
6. At the time of inspection, equipment will be cleaned, lubricated and adjusted. Such inspections shall be made at reasonable intervals as determined by the **COMPANY** during the term of this agreement, and may be made at the same time as emergency service calls.
7. This agreement is not assignable or transferable by customer without prior written approval, and may be cancelled if equipment is sold, leased, rented, or transferred by customer to any other person, persons, or firm. In the event that any equipment is moved from the location set forth in this agreement, **COMPANY** may terminate and/or add additional charge to cover said change.
8. This agreement is valid for one year or for the number of copies indicated which ever comes first. This agreement will be renewed automatically upon expiration, unless cancelled by the customer, in writing, no later than 10 days prior to expiration date. During the term of the agreement, if the customer generates copies beyond the specified amount, the customer is liable for the excess copies, and will be charged at the prescribed rate. Accessories purchased after the initial starting date will be added to this agreement and will run concurrent with the mainframe. The current maintenance cost for these accessories will be charged and/or prorated accordingly.
9. Maintenance charges shall be payable by the customer immediately upon receipt of the invoice. Federal, State and local government accounts shall be invoiced quarterly in arrears, if so required by law. In the event the **COMPANY** wishes to cancel the agreement prior to its conclusion, advanced payments to **COMPANY** will be prorated giving consideration to the number of calls furnished, balance of time and/or copies remaining. Excess payments will be refunded to the customer **LESS** any amount due **COMPANY**.
10. If a customer fails to make all payments promptly when due, **COMPANY** may cancel said agreement, and bill customer for all work, parts, travel and costs, performed during this period.
11. If in the opinion of the **COMPANY** the equipment can no longer be properly or economically maintained to **COMPANY** standards the **COMPANY** will provide the customer with an estimate of reconditioning charges. If the customer fails to have the equipment reconditioned the **COMPANY** will not be responsible for any equipment failures related to the need for reconditioning.
12. This agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.
13. The **COMPANY** will not be responsible for delays or inability to service the equipment if caused by strikes, accidents, climatic conditions, other reasons of like or dissimilar nature beyond its control or accidental loss of data or records due to equipment failure or technician action when servicing customer's equipment. In no event will **COMPANY** be liable for loss of profits, or special indirect, or consequential damages.
14. **COMPANY'S** liability for digital and connected equipment ends at the input ports of the **COMPANY'S** provided equipment, and the **COMPANY** is not responsible for problems caused by software which is not provided by the **COMPANY**.
15. If for unforeseen reasons normal operating costs e.g. fuel costs, utilities, supplies, etc. become excessive or out of line with normal standards the **COMPANY** reserves the right to add a maximum of 10% or less per year surcharge to this agreement to cover these costs.



California State Association of Counties ®  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327- 7500  
Facsimile (916) 321- 5047

September 15, 2016

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

**SUBJECT: Selection of CSAC Board of Directors Members**

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 29, 2016. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's nomination.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2017 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail [sronkowski@counties.org](mailto:sronkowski@counties.org).

Enclosures

cc: 2016 Board of Directors  
Clerks, Board of Supervisors



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
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## **NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2016 – 2017**

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2016 - 2017 Association year beginning November 29, 2016.

County name:

Director:

Alternate:

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Nov. 29 – Dec. 1, 2016) in Palm Springs, Riverside County?

Yes:

No:

**PLEASE RETURN BY NOVEMBER 16, 2016 TO:**

Sue Ronkowski  
California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
E-mail: [sronkowski@counties.org](mailto:sronkowski@counties.org)  
Fax: (916) 321-5047

**CALIFORNIA STATE ASSOCIATION OF COUNTY**

(440-1016) Nomin... - 3 of 4

**Board of Directors****2016**

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Louis Boitano
S	Butte County	Bill Connelly
R	Calaveras County	Michael Oliveira
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	John Gioia
R	Del Norte County	David Finigan
R	El Dorado County	Ron Mikulaco
U	Fresno County	Henry Perea
R	Glenn County	John Viegas
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Leticia Perez
R	Kings County	Doug Verboon
R	Lake County	Anthony Farrington
R	Lassen County	Jim Chapman
U	Los Angeles County	Don Knabe
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	John Carrier
R	Mendocino County	Carre Brown
S	Merced County	Hubert "Hub" Walsh
R	Modoc County	Jim Wills
R	Mono County	Larry Johnston
S	Monterey County	Fernando Armenta
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Jim Holmes
R	Plumas County	Lori Simpson
U	Riverside County	John Benoit

U	Sacramento County	Susan Peters
R	San Benito County	Jaime De La Cruz
U	San Bernardino County	James Ramos
U	San Diego County	Greg Cox
U	San Francisco City & County	vacant
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Doreen Farr
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Linda Seifert
S	Sonoma County	Efren Carrillo
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Steve Worthley
R	Tuolumne County	Sherri Brennan
U	Ventura County	Kathy Long
S	Yolo County	Jim Provenza
R	Yuba County	Roger Abe

President: Richard Forster, Amador  
 First Vice President: Dave Roberts, San Diego  
 Second Vice President: Leticia Perez, Kern  
 Immed. Past President: Vito Chiesa, Stanislaus

SECTION: U=Urban S=Suburban R=Rural