

BOARD OF SUPERVISORS

AGENDA

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



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

OCTOBER 25, 2016

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego
- 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. Administrative Services
 1. [\(458-1016\) Approve 1st amendment to agreement with Wallace-Kuhl and Associates extending the term to January 30, 2017 for specialized testing services on the Yuba County Sheriff Project and authorize Chair to execute.](#)
 - B. Clerk of the Board of Supervisors
 1. [\(459-1016\) Reappoint Paul Tupaz to Child Care Planning Council as a Consumer Representative with a term to end September 30, 2019.](#)
 2. [\(460-1016\) Appoint Cassandra Rivera to Child Care Planning Council as a Community Representative with a term to end September 30, 2019.](#)
 - C. Community Development and Services
 1. [\(461-1016\) Award contract to R&R Horn, Inc., apparent low bidder for Ella Elementary Safe Routes to School ATP Project 7th Avenue from Olivehurst Avenue to Powerline Road 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 Phase 1 and authorize Chair to execute agreement upon review and approval of County Counsel and Caltrans.](#)
 - D. Emergency Services
 1. [\(462-1016\) Approve renewed Memorandum of Understanding for the Mobile Incident Command Vehicle \(MICV\) and authorize Chair to execute.](#)
 2. [\(463-1016\) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630.](#)
 - E. Health and Human Services

1. [\(464-1016\) Approve Memorandum of Understanding with Sutter-Yuba Behavioral Health for mental health assessment and treatment services to youth, authorize Chair to execute, and any amendments upon approval of County Counsel.](#)

F. Probation

1. [\(465-1016\) Authorize Budget Transfer in the amount of \\$46,978 from Account 193-0000-372-9903 DNA Fund to Account 101-3100-423-6200 Fixed Assets for the purchase of Live Scan Equipment.](#)

G. Sheriff-Coroner

1. [\(466-1016\) Approve Inmate Welfare Expenditure Summary for Fiscal Year 2015-16 pursuant to Penal Code Section 4025 \(e\).](#)
2. [\(467-1016\) Approve Third Party Administration Agreement with CorrectCare-Integrated Health, Inc. \(CCIH\) for Claims Administration Services for Yuba County Jail and authorize Chair to execute.](#)
3. [\(468-1016\) Approve Memorandum of Understanding with Yuba County Office of Education for Vocational Educational Programs for female inmates at Yuba County Jail for Fiscal Year 2016-2017 and authorize Chair to execute.](#)

H. Treasurer and Tax Collector

1. [\(469-1016\) Adopt resolution delegating investment authority to Yuba County Treasurer for 2017.](#)
2. [\(470-1016\) Approve to sell at public auction properties that are tax defaulted subject to the power of sale via internet, and disburse any excess proceeds to all eligible parties of interest who submitted claims in accordance to California Revenue and Taxation Code.](#)

IV. **SPECIAL PRESENTATION**

- A. [\(471-1016\) Receive presentation regarding ATT deploying and offering internet access and voice service in Yuba County. \(Alice Perez AT&T External Affairs\) \(Ten minute estimate\)](#)
- B. [\(472-1016\) Receive presentation on activities from Yuba County Historic Resource Commission. \(Fifteen minute estimate\)](#)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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. Library

1. [\(473-1016\) Adopt resolution amending policy of Standards of Behavior for Yuba County Library. \(Ten minute estimate\)](#)
2. [\(474-1016\) Adopt resolution changing days and hours of operation the Library is open to the public effective January 3, 2017. \(Ten minute estimate\)](#)

VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. [\(475-1015\) Notice from California Fish and Game Commission on proposed 90-day extension of emergency Closure of Recreational Razor Clam Fishery.](#)
- B. [\(476-1016\) Letter from Soha and Bhupinder Sahota regarding property along Highway 70.](#)

- C. [\(477-1016\) Letter from Committee to Restart the Yuba County Fish and Game Advisory Committee enclosing request to restart the commission and providing a list of interested volunteers.](#)

VIII. **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.

IX. **CLOSED SESSION**

- A. 10:30 A.M. Record Appeal Hearing pursuant to Welfare and Institutions Code §10850 - One Case

X. **RECESS TO 3:30 P.M.**

XI. **ADMINISTRATIVE APPEAL HEARING :** 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.

- A. [\(457-1016\) Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance regarding property located at 9019 Marysville Road, Oregon House, CA 95962, APN 048-080-035, owner Jevaughn Bennett, in the amount of \\$419,581.02. \(Roll call vote\) \(Thirty minute estimate\)](#)

XII. **ADJOURN**

1:30 P.M. YUBA COUNTY DISASTER COUNCIL

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

10/28/2016 Tri-County Juvenile Rehabilitation Oversight Committee

8:30 A.M. Yuba County Government Center

Wheatland Room

915 8th Street

Marysville, California

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.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: October 25, 2016
Re: Wallace – Kuhl & Associates

Recommendation

The Board approves the attached amendment to the County's existing Agreement with Wallace – Kuhl & Associates for specialized testing services on the Yuba County Sheriff Project; and authorizes the Chair to sign the Amendment.

Background

Wallace – Kuhl & Associates has been performing specialized testing and inspection services on the Sheriff project since its inception. These services include evaluation of soils, concrete, metals, welding, and similar kinds of specialized evaluations.

Discussion

The County will continue to require these services until the project is completed; which is anticipated by January of 2017. Thus we have extended their agreement to accommodate the extension of the work.

Committee Action

Due to the routine nature of action, we have bypassed the committee and brought the item directly to your Board for consideration.

Fiscal Impact

Fees for these services will be on a time and material basis and will be paid as part of the project cost.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY ADMINISTRATIVE SERVICES**

AMENDMENT # 1

This is the first amendment to the agreement, dated April 21, 2015, for Specialized Testing Services between the County of Yuba (COUNTY) and Wallace - Kuhl & Associates (CONSULTANT).

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

(1) Term. Extend the agreement term for an additional nine (9) months.

Commencement Date: April 15, 2015

Termination Date: January 30, 2017

(2) Payment. Increase contract value by \$15,000 to a total contract value of \$84,165 for the term of the agreement.

All other terms and conditions remain unchanged.

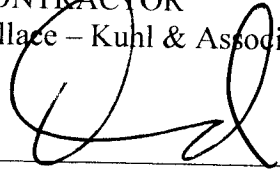
In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on

_____ 2016.

"COUNTY"
County of Yuba

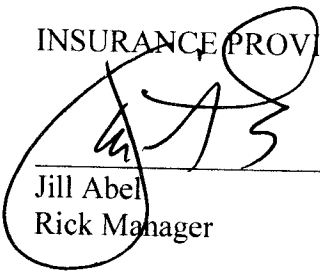
Chair
Board of Supervisors

"CONTRACTOR"
Wallace - Kuhl & Associates



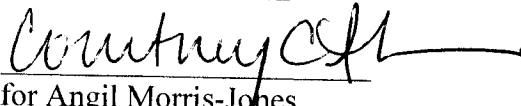
Dave Redford, Senior Engineer
Wallace - Kuhl & Associates

INSURANCE PROVISIONS APPROVED



Jill Abel
Rick Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



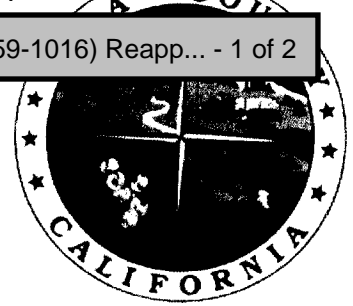
for Angil Morris-Jones
County Counsel


The County of Yuba

Office of Clerk of the Board of Supervisors

459-1016

(459-1016) Reapp... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Child Care Planning Council – Consumer Representative
Date: October 25, 2016

Recommendation

Reappoint Paul Tupaz to the Child Care Planning Council of Yuba and Sutter Counties as Consumer representative for a term ending September 30, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. Mr. Tupaz has been serving on this council since June 23, 2015 and would like to continue serving.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.



**Child Care
Planning Council**
of yuba and sutter counties

(459-1016) Reapp... - 2 of 2

RECEIVED

OCT 14 2016

Clerk/Board of Supervisors

1104 E Street
Marysville, CA. 95901
Phone: (530) 749-4040
Fax: (530) 749-3279

Memorandum

To: Clerk to the Yuba County Board of Supervisors
From: Tonya Byers, Child Care Coordinator
Date: October 10, 2016
Re: Members Re-appointment

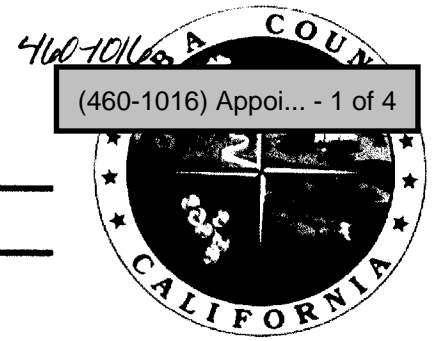
The Council is recommending that the Board of Supervisors considers re-appointing Paul Tupaz to the Parent Consumer on the Child Care Planning Council of Yuba and Sutter Counties for the term October 1, 2016 to September 30, 2019.

Thank you!


6/23/15

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Child Care Planning Council – Community Representative

Date: October 25, 2016

Recommendation

Appoint Cassandra Rivera to the Child Care Planning Council of Yuba and Sutter Counties as Community Representative for a term ending September 30, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is an unscheduled vacancy due to the resignation of Ms. Donna Greist August 23, 2016. One application from Ms. Rivera has been received and is attached for your review. Child Care Planning Council recommends appointment.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.



RECEIVED

OCT 14 2016

Clerk/Board of Supervisors

Memorandum

To: Clerk to the Yuba County Board of Supervisors
From: Tonya Byers, Child Care Coordinator
Date: October 10, 2016
Re: Appointment to the Child Care Planning Council

RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the appointing Cassandra Rivera to the Community Representative position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2019.

BACKGROUND: The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

COMMITTEE ACTION: No committee has reviewed the request.

FISCAL IMPACT: None

Child Care Planning Council

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name Cassandra Rivera
 Home Address 230 E. 18th Street #57 City Marysville Zip 95901
 Agency Beale AFB Title Training & Curriculum Specialist
 Business Address 18000 Robert Macclath Way City BAFB Zip 95903
 Day Phone 5306344887 Fax N/A E-Mail cassandra.rivera.3@us.af.mil

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

☐ 1. **Consumer of Child Care Services**-using child care or have used it within the past 36 months.
 Are you currently receiving child care? ☐ Yes ☐ No Date last used it: _____
 Name of Provider _____ City _____

☒ 2. **Child Care Provider**-please check the type of care you provide:
☐ a) Licensed family child care provider (# of children licensed for _____)
☐ b) Licensed & publicly funded child care center (# of children licensed for _____)
 Center Name _____ City _____
☐ c) Licensed, private for profit, or private non profit child care center (# of children _____)
 Center Name _____ City _____
☒ d) License exempt child care provider (# of children licensed for 200)
 Program Name if applicable Beale AFB CQC

☐ 3. **Community Representative**-excluding agencies that contract with the California Department of Education to provide child care and development services.
 Organization _____
 Location of Agency _____ Service Area _____

☒ 4. **Public Agency Representative**-including city, county, and local education agencies.
 Agency Child Development Center City Beale Air Force Base

☐ 5. **Discretionary Category**-Please describe

B. GEOGRAPHIC, ETHIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☒ White (includes Indo-European, Pakistani, East Indian)
☐ Black (includes African, Jamaican, Trinidadian, and West Indian)
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)
☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
☐ Filipino (includes only Filipino)
☐ Other _____

C. MEMBERSHIP RESPONSIBILITIES – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

- ☒ Yes ☐ No

D. INVOLVEMENT–Please describe related organizations with which you are currently involved.

NIA

E. APPLICANT INTERESTS – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

I would love to make a difference in our ECE community and I would bring my passion for child development to the Council plus my dedication and organizational skills.

Have you ever been convicted of a felony? ☐ Yes ☒ No
 (A felony conviction may preclude you from service)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature

Cassie [Signature]

Date

25 Aug 16

Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

FOR OFFICE USE ONLY: The Council recommends appointment ____ Yes ____ No

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



461-1016

(461-1016) Award... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

October 25, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Construction Contract for Ella Elementary Safe Routes to School ATP Project 7th Avenue from Olivehurst Avenue to Powerline Road

RECOMMENDATION:

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

<u>R&R Horn, Inc.</u>	<u>\$1,519,139.00</u>
<u>Lamon Construction</u>	<u>\$1,559,541.45</u>
<u>Knife River Construction</u>	<u>\$1,635,744.45</u>

DISCUSSION:

The work in general consists of placing and/or replacing drain culverts and storm drains, placing pedestrian bridges, curb, gutter, and sidewalk. The work will also include placing hot mix asphalt overlay with pavement reinforcing fabric, and striping along 7th Avenue from Olivehurst Avenue to Powerline Road. The project is expected 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 with \$1,135,000 of State-Only ATP funding with the remainder (\$384,139) coming from the Road Fund and Drainage Budget.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



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

462-1016
(462-1016) Appro... - 1 of 10

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

Board of Supervisors Memo

Date: October 25, 2016

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

By: Briana Schuette, Emergency Operations Planner

Re: Approve MOU for the Mobile Incident Command Vehicle (MICV)

Recommendation

Approve renewed Memorandum of Understanding for the Mobile Incident Vehicle Maintenance Fund and that the Chairman endorse said MOU.

Background/Discussion

The Mobile Incident Command Vehicle (MICV) was purchased in 2004 using Homeland Security Grant funds and after its completion, was dedicated to the people of Yuba County in late 2006.

To account for the operational expenses of the MICV, the Yuba County Terrorism Task Force (TTF), a sub-committee of the Yuba County Operational Area Disaster Council, developed the Operational Agreement and Memorandum of Understanding for the deployment, use, maintenance, and care of the MICV.

Committee

Due to the routine and ongoing nature of this Memorandum of Understanding, no Committee action was warranted.

Fiscal Impact

No additional impact to the General Fund due to participating County departments including their contribution within existing budgets.

Yuba County Terrorism Task Force

Mobile Command Vehicle Memorandum of Understanding

1. PURPOSE:

- 1.1 The Yuba County Terrorism Task Force (hereafter referred to as the "TTF"), a sub-committee of the Yuba County Operational Area Disaster Council, developed this Operational Agreement for the deployment, use, maintenance, and care of the Mobile Incident Command Vehicle (Hereafter referred to as the "MICV").

2. COMMAND VEHICLE OVERVIEW:

- 2.1 The MICV is designed and purchased for multi-agency use. It is fully self contained. It is equipped for a variety of uses, including, but not limited to, a mobile command post, mobile communications center, secondary dispatch center, and secondary emergency operations center.
- 2.2 The MICV was purchased with Homeland Security Grant funds and will be used in both the incorporated and unincorporated areas of Yuba County.
- 2.3 The MICV is owned by the County of Yuba since it was purchased with grant funding directed to the County OES through the State of California.

3. DEPLOYMENT:

- 3.1 The MICV is available for use throughout Yuba County as needed. Any law enforcement agency, fire department, emergency medical services agency or office of emergency services from the Yuba County/Marysville/Wheatland area may deploy the vehicle so long as they meet the following criteria:
- 3.1.1 The vehicle is only deployed and operated by selected personnel who have previously received training in the use and operation of the command vehicle.
- 3.1.2 The deploying agency agrees in advance it is responsible for the proper care and maintenance of the command vehicle pursuant to the owner's manual and the approved operational check list (refer to attachment "B").
- 3.1.3 The deploying agency agrees to replace any supplies used during the deployment of the command vehicle (refer to Attachment "A").

- 3.1.4 The deploying agency agrees to replace or repair any damages to the MICV or associated equipment that is not covered by insurance. Any third party that causes damage to the MICV and is found at fault for the damage is responsible for reimbursing all repair or replacement costs.**

3.1.5 The deploying agency agrees to adhere by this operational agreement.

- Agencies that do not meet the deployment criteria established in this agreement may request to use this MICV as a mutual aid resource. Only authorized and trained personnel may deploy and operate the MICV. Agencies from outside Yuba County may request the deployment of the MICV through mutual aid, but only with the prior approval of the TTF, or other County Administration with the authority to give such approval. The TTF may require financial reimbursement for deployment of the MICV from any agency outside of Yuba County; however non-reimbursement will not be the sole reason for the denial of the deployment of the MICV through mutual aid.**

- 3.3 The MICV will not be driven into any area beyond its designed use. As a general rule, the vehicle will not be taken off paved ground unless the area is conducive to the vehicle's use.**

- 3.4 In the event more than one agency requests to use the MICV for the same time period, the vehicle will be assigned to the first agency making the request, assuming both requests are for non-emergency situations. In the event an agency requires the MICV for an emergency situation and the vehicle is in use by another agency for a non-emergency situation, the agency requiring the MICV for the emergency situation will take precedence. The agency requiring the MICV for the emergency situation will take possession of the vehicle in an expeditious manner. All reservations for the MICV will be made through the Yuba County Sheriff's Office Support Services Commander.**

Any scheduling conflicts should be settled between the involved agencies. If those agencies cannot resolve the conflict the TTF has final authority to do so. In situations when contacting the TTF members is impractical due to the time of day, day of the week, or when the need for the command vehicle is urgent, the TTF has authorized the following. The TTF liaisons from the Yuba County Sheriff's Department, Marysville Police Department, or OES, in that order will be contacted to resolve any scheduling conflicts. If there is a conflict of interest by any of these liaisons, they shall remove themselves from this process.

- 3.5 The agency deploying the MICV is responsible for completing a "Deployment Log" after each use of the vehicle. The Deployment Log is designed to track the use of the vehicle, identify maintenance issues, and document any damage (refer to attachment "B").

4. **MAINTENANCE & CARE:**

- 4.1 The TTF has established a maintenance fund for the MICV. The Yuba County Sheriff's Department, Marysville Police Department, Yuba County Health Department, Wheatland Police Department and Yuba County OES each agree to contribute one-thousand (\$1,000.00) dollars into this fund , for fiscal year 2016/17. The Yuba County Fire Chief's Association agrees to pay \$500 for fiscal year 2016/17. The Linda Fire Protection District Board of Directors has agreed to pay \$500 through fiscal year 2016/17, excepting no additional liabilities per this MOU.
- 4.2 The Yuba County Sheriff's Department, Marysville Police Department, Yuba County Health and Human Services Department, Public Health Division, Wheatland Police Department, Yuba County OES each agree to contribute an additional \$1000 each fiscal year through fiscal year 2018/2019. The Yuba County Fire Chief's Association agrees to pay an additional \$500 to this fund each fiscal year through 2018/2019. The Linda Fire Protection District Board of Directors has agreed to pay \$500 per year through 2018/2019, excepting no additional liabilities per this MOU. This fund is maintained by the Yuba County Sheriff's Office who will invoice each agency after July 1st of each fiscal year. All expenditures from this fund must be approved by the TTF.
- 4.3 The Yuba County Sheriff's Department, Marysville Police Department, Yuba County Health and Human Services Department, Public Health Division, Wheatland Police Department, Yuba County OES and Yuba County Fire Chief's Association agree to evenly divide the general care and maintenance of the MICV, through the maintenance fund.
- 4.4 The TTF agrees to review the maintenance fund every three years to determine future contributions. All agencies contributing to this fund agree to contribute their annual contribution to this fund at the beginning of each fiscal year (July 1st).
- 4.5 Failure to contribute to the maintenance fund will jeopardize an agency's access to the MICV.
- 4.6 The maintenance fund will be used to pay for one time purchases, general maintenance and repair, recurring costs, and service contracts associated to the MICV as approved by the TTF.

- 4.7 The fuel tank on the MICV will be maintained at full capacity. Each agency agrees to fill the fuel tank after use.
- 4.8 The deploying agency is responsible for cleaning the MICV after using it. This includes the interior, exterior and draining all tanks as necessary.
- 4.9 The TTF will designate personnel responsible for inspecting the MICV regularly. An inspection check list will be completed and maintained by the TTF.
- 4.10 The MICV is owned by Yuba County, but it is not subject to Yuba County's automotive replacement fund.

5. STORAGE:

- 5.1 The Linda Fire Protection District has agreed to house the MICV at their fire station # 3, in Plumas Lake at no cost to the TTF. All participating agencies agree to return the command vehicle to this location immediately after use.

6. INSURANCE:

- 6.1 The MICV is owned by Yuba County even though it is a multi-agency vehicle. The vehicle will be insured through the Yuba County insurance plan, at no cost to the maintenance fund. The insurance policy has a \$20, 000 deductible. Deploying agencies are responsible for all damages to the MICV and related costs, while being deployed by their respected agency. The MICV maintenance fund will not be utilized to make repairs for damages incurred by a deploying agency.

TERM:

- 7.1 The term of this agreement commences with the formal approval of the Yuba County Board of Supervisors.
- 7.2 This agreement will terminate on June 30, 2019. The TTF will review this agreement every three years to make any necessary modifications.
- 7.3 Nothing in this agreement precludes the TTF from amending this agreement at any time as needed.

8. EQUIPMENT SUPPORT

- 8.1 The TTF recognizes the need to regularly assess the capabilities of the MICV, and replace or upgrade equipment as needed.

- 8.2 The TTF agrees to annually review the equipment and components associated with the MICV. It is the intent of the TTF to replace or upgrade technology related equipment on a three-year cycle. Non-technology related equipment will be replaced or upgraded as needed, through the maintenance fund.**
- 8.3 TTF members agree to share the costs of replacing or upgrading equipment. The costs will be divided evenly by all departments contributing to the maintenance fund, through the maintenance fund as needed.**

Signature Page:

 Chairman
 Yuba County Board of Supervisors

 Date

 Angil Morris-Jones
 Chief Counsel, County of Yuba
 Approved as to Form

 2/5/16
 Date

 Scott Bryan
 Emergency Operations Manager
 Yuba County Emergency Services

 2/24/16
 Date

 Sheriff Steven L. Durfor
 Yuba County Sheriff's Department

 03/01/16
 Date

 Aaron Easton, Chief
 Marysville Police Department

 5/18/16
 Date

 Chief Rich Webb
 Linda Fire Protection District

 5/17/16
 Date

 Jennifer Vasquez, Director
 Yuba County Health and Human Services Department

 3/9/16
 Date

 Chief Allyn Wightman
 Wheatland Police Department

 5-20-16
 Date

 Chairman
 Yuba County Fire Chief's Association

 9/3/16
 Date

Attachment "A"
Mobile Command Vehicle Supply List

The following list of supplies will be maintained in the command vehicle at all times. Any deploying agency who uses any supply listed below agrees to replace it immediately.

- | | |
|-------------------------------|-----------------------------------|
| ▶ Writing Tablets | ▶ Coffee cups |
| ▶ Pens / Pencils | ▶ Paper towels |
| ▶ Non-permanent marking pens | ▶ Toilet paper |
| ▶ Paper clips / Binder clips | ▶ Cleaning supplies |
| ▶ Envelopes (assorted sizes) | ▶ Coffee filters |
| ▶ Adhesive tape | ▶ Refreshment supplies |
| ▶ Photo copy paper | ▶ Trash can liners |
| ▶ File folders | Hoses |
| ▶ Adhesive labels | ▶ Flashlights |
| ▶ Computer paper | ▶ Batteries (assorted) |
| ▶ Clipboards | ▶ Portable radio batteries |
| ▶ Post-it notepads | ▶ First aid kit |
| ▶ Computer disks | ▶ Bolt cutters |
| ▶ Storage boxes | ▶ Broom / Dust pan |
| ▶ Staplers | ▶ Electrical cords / Power strips |
| ▶ 3-Hole punch / 2-Hole punch | |
| ▶ Scissors | |
| ▶ Rulers / Measuring tape | |
| ▶ Rubber bands | |
| ▶ Printer ink cartridges | |

Attachment "B"
Yuba County Terrorism Task Force
Mobile Incident Command Vehicle Check List

- **Check fluid levels on MICV**
 - 1. Oil
 - 2. Transmission
 - 3. Brake
 - 4. Radiator
 - 5. Fuel
 - 6. Fill water tank if desired

- **Check fluid levels on generator**
 - 1. Oil
 - 2. Radiator

- **Visually inspect exterior and interior of MICV**
 - 1. Check for any damage to vehicle and report immediately if located
 - 2. Check tires for wear
 - 3. Check air pressure in tires
 - 4. Check compartments, entry doors and equipment to confirm they are secure.
 - 5. Confirm mast is in resting position.
 - 6. Confirm slide out is closed.
 - 7. Confirm all items in cab of vehicle are secure, including cabinet doors, chairs, etc.

- **Starting vehicle and generator**
 - 1. Following operations manual procedures, start vehicle and generator to ensure they are functioning properly. Check voltage to insure it is within proper range.
 - 2. Log mileage on odometer_____.
 - 3. Conduct inspection of all lights to insure they are in working order.
 - 4. If everything is in operating order, shut down generator and proceed to destination.

○ **Driving**

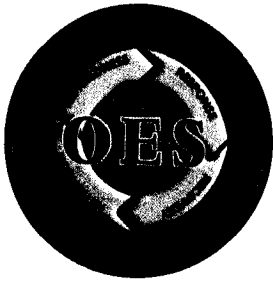
1. Use caution when driving, obey all laws
2. Use spotters when necessary
3. Turn corners at low speed, at least ten MPH less than posted
4. Be cautious of high winds
5. Give yourself ample breaking distance
6. Vehicle height is 12'10", watch for low wires and ceilings
7. Do not drive vehicle over 55 MPH
8. Reduce speed by using lower gear while driving on down-grade.
9. Upon arrival at deployment site, refer to operations manual for deployment and set-up

○ **Break-down**

1. Follow operations manual procedures for returning MICV to quarters. Make sure fuel is FULL and equipment secure.
2. Once at quarters the MICV must be cleaned.
 - Sweep out vehicle, mop if necessary
 - Wipe down tables and dry erase boards
 - Put away equipment in its proper place
 - Do not remove any equipment from the MICV
 - Wipe down galley area
 - Wipe out microwave, refrigerator and sink
 - Empty garbage
 - Wash the outside of the vehicle.
 - Clean the bathroom
 - Empty the holding tanks
 - Add chemicals into toilet after they are emptied
 - Visually inspect MICV for damage
 - Log any malfunctions with MICV
 - Malfunction/Damage _____
 - Log ending mileage _____

Date: _____

Authorized operator signature _____



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(463-1016) 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 25, 2016

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 October 04, 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.

**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

County Clerk

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The County of Yuba

(464-1016) Appro... - 1 of 10

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Nichole Quick, MD, MPH
Health Officer

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Erich Runge, Program Manager
Health & Human Services Department

DATE: October 25, 2016

SUBJECT: Authorize the Chair to Execute the Memorandum of Understanding with Sutter-Yuba Behavioral Health

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Memorandum of Understanding (MOU) between Yuba County, on behalf of its Health and Human Services Department (YCHHSD), and Sutter-Yuba Behavioral Health Services (SYBH) for the provision of mental health assessment and treatment services to youth identified and referred by YCHHSD and further, to authorize the Chair to execute any amendments to the MOU, upon approval of county counsel.

BACKGROUND: SYBH provides mental health services to assist children and their families in maintaining relationships conducive with healthy emotional development. The Yuba County Health and Human Services Department, Human Services Division, is assigned the responsibility of administering the Child Welfare Services (CWS) program on behalf of the County. Pursuant to the CWS program, the County is required to provide counseling and therapeutic services to qualified children and families in the CWS program.

DISCUSSION: YCHHSD would like to enter into a MOU with SYBH to provide an on-site Mental Health Therapist to provide assessment and treatment services to youth, and parents of the youth, identified and referred by CWS staff.

COMMITTEE: The Human Services Committee was by-passed as this is a request with no General Fund impact.

FISCAL IMPACT: Approval of this MOU will not impact County General Funds. The services provided under this MOU are funded by federal and state dollars through the CWS program.

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

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2016, by and between Yuba County Health and Human Services Department (hereafter "YCHHSD") and Sutter-Yuba Behavioral Health (hereafter "BEHAVIORAL HEALTH") for the provision of behavioral health assessments and treatment services to youth and adults identified and referred by YCHHSD.

RECITALS

WHEREAS,

- a. YCHHSD is a Department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. BEHAVIORAL HEALTH is a Bi-County Department operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. BEHAVIORAL HEALTH is responsible for providing expanded therapy services; and
- d. YCHHSD has the responsibility to refer Child Welfare Services (CWS) youth and/or parent(s) in need of therapy services.

THEREFORE, YCHHSD and BEHAVIORAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2016

Termination Date: June 30, 2018

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a renewal agreement for BEHAVIORAL HEALTH and YCHHSD approval.

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

2. DESIGNATED REPRESENTATIVES

The Director is the authorized representative of YCHHSD and will administer this Agreement for YCHHSD. Tony Hobson, Ph.D. is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD shall:

- A. Reimburse BEHAVIORAL HEALTH for non-covered treatment costs with State or County funds ONLY.
- B. Refer CWS youth 6-17 years of age for Path to Health screenings.
- C. Refer CWS youth and adults for assessment to determine medical necessity.
- D. Refer voluntary cases for therapy.

4. BEHAVIORAL HEALTH shall:

- A. Provide two (2) Behavioral Health Therapists to Yuba County Child Welfare Services (CWS) to administer assessments and treatment services to youth, and parents of the youth, identified and referred by CWS staff. The BEHAVIORAL HEALTH Therapists will:
 - A.1 Determine and document whether the client is covered under Medi-Cal and/or private insurance.
 - A.2 Complete Path-to-Health screening for youth utilizing the Strength and Difficulty screening and Child Anxiety Related Emotional Disorders (SCARED) Trauma Screening Tool for youth 6 – 17 years of age.
 - A.3 Administer assessment to determine medical necessity for all children referred by CWS utilizing federal guidance on Medical necessity under Early and Periodic Screening, Diagnosis and Treatment (EPSDT) which states:

The standard of medical necessity used by state must be one that ensures a sufficient level of coverage to not merely treat an already-existing illness or injury but also, to prevent the development or worsening of conditions, illnesses, and disabilities.

- A.4 Provide therapy for CWS children and parents who do not meet medical necessity and provide YCHHSD with progress reports for the court.
- A.5 Refer voluntary cases to BEHAVIORAL HEALTH for triage.
- A.6 Provide YCHHSD with a monthly report (see Attachment A), attached hereto and by this reference incorporated herein, of youth and parents referred by CWS for assessment and treatment.
- B. Meet with YCHHSD representatives on a quarterly basis and prior to the submission of the County budget each fiscal year to review service delivery, reporting, invoicing, reimbursements and to discuss the upcoming budget and any potential changes in cost or service level from the prior fiscal year.

5. FISCAL PROVISION

- A. BEHAVIORAL HEALTH shall submit an invoice, including supporting documentation, in a format consistent with that as shown in Attachment B – Invoice/Reconciliation Format, no later than the twentieth (20th) day of the month following the provision of services.
- B. If client services are covered under Medi-Cal and/or private insurance, BEHAVIORAL HEALTH shall invoice Medi-Cal and/or other payors for services prior to submitting invoices to YCHHSD. BEHAVIORAL HEALTH shall reimburse YCHHSD for services that were paid by COUNTY and later paid by Medi-Cal and/or private insurance.
- C. YCHHSD shall pay BEHAVIORAL HEALTH a maximum amount not to exceed One Hundred Fifty Four Thousand Three Hundred Dollars (\$154,300) for fiscal year 2016/2017 and One Hundred Sixty-One Thousand Dollars (\$161,000) for fiscal year 2017/2018. In no event shall total compensation paid to BEHAVIORAL HEALTH exceed Three Hundred Fifteen Thousand Three Hundred Dollars (\$315,300) during the term of this MOU without an amendment to this MOU approved by both parties.
- D. YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software

to BEHAVIORAL HEALTH staff stationed at YCHHSD's Human Services Division for the purpose of provision of services under this MOU.

- E. Services performed by BEHAVIORAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to BEHAVIORAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- F. YCHHSD shall be held harmless from any State disallowance resulting from payments made to BEHAVIORAL HEALTH pursuant to this MOU. If BEHAVIORAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. BEHAVIORAL HEALTH shall reimburse YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

6. GENERAL PROVISIONS

- A. This MOU may be amended only by the written, mutual consent of both parties.
- B. This MOU may be terminated by either party upon thirty (30) days written notice.
- C. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited ten (10) year period.
- D. BEHAVIORAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- E. BEHAVIORAL HEALTH must maintain compliance with confidentiality regulations. At no time shall BEHAVIORAL HEALTH'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 YCHHSD. BEHAVIORAL HEALTH and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

- F. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- G. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications.
- H. BEHAVIORAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- I. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.
- J. It is the intention of the parties hereto that this MOU shall supersede any prior MOUs, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

7. NOTICES

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

If to YCHHSD:

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

With a copy to:

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

If to BEHAVIORAL HEALTH:

Tony Hobson, Ph.D.
Director for Behavioral Health
Sutter-Yuba Behavioral Health
P.O. Box 1520
Yuba City, CA 95992-1520

With a copy to:

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

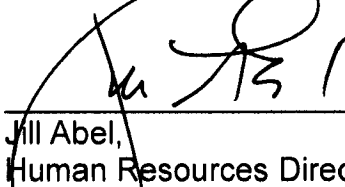
IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____
Chair

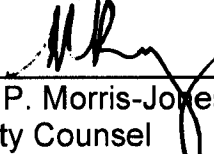
Date: _____

INSURANCE PROVISIONS APPROVED



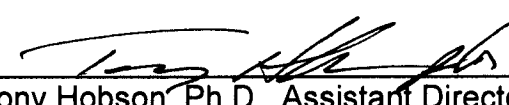
Jill Abel,
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

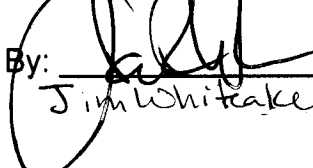
SUTTER-YUBA BEHAVIORAL HEALTH

By: 

Tony Hobson, Ph.D., Assistant Director
Human Services – Behavioral Health

Date: 9/16/14

SUTTER COUNTY BOARD OF SUPERVISORS

By: 

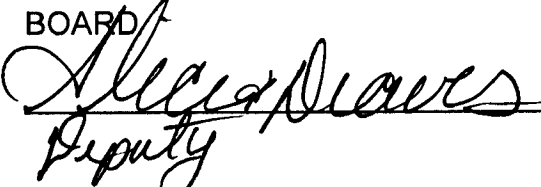
Jim Whitaker, Vice-Chairman

Date: 9/29/14

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: 

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



Deputy

ATTACHMENT A

**SUTTER-YUBA BEHAVIORAL HEALTH MONTHLY STATISTICAL REPORT
FOR COUNSELING & THERAPEUTIC SERVICES**

REPORTING PERIOD: _____
(Month / Year)

- | | |
|--------------------------------------------------------------------------------------------------------|-------|
| 1. Total unduplicated number of referrals received during Reporting Period. | _____ |
| 2. Total number of assessments completed during Reporting Period. | _____ |
| 3. Total number of individuals who met medical necessity. | _____ |
| 4. Total number referred to Sutter-Yuba Behavioral Health for: | |
| Managed Care | _____ |
| Triage | _____ |
| 5. Total number of reports made the the court. | _____ |
| 6. Total number of counseling hours provided at YCHSD office | _____ |
| 7. Total number of Path to Health screenings completed during Reporting Period. | _____ |
| 8. Caseload Activity Summary: | |
| A. Total number of active cases at beginning of Reporting Period
(contact of at least once a month) | _____ |
| B. Total number of new cases added during the Reporting Period. | _____ |
| C. Total number of cases closed during the Reporting Period. | _____ |
| D. Total number of active cases at the end of the Reporting Period. | _____ |
| (A + B - C = D) | _____ |

Contact Person

Title

Date

ATTACHMENT B – INVOICE/RECONCILIATION FORMAT

INVOICE/RECONCILIATION			
Contractor		Contact Information	
Sutter-Yuba Behavioral Health 1965 Live Oak Blvd., Ste. A PO Box 1520 Yuba City, CA 95991		Donna Thompson Phone: 530.822.7200 Ext. 2293 FAX: 530.822.7270 Email: dthompson@co.sutter.ca.us	
Program: CWS		Period: _____ to _____	
Behavioral Health Therapist Services		Monthly Charge	# of Months
Provided by Employee # _____		\$ 5,833.33	1
Provided by Employee # _____		\$ 5,833.33	1
		Subtotal:	
		\$ 11,666.66	
		Administration (15% fee)	
		\$ 1,750.00	
		Other Revenues Received	
		Amount Due	
		\$ 13,416.66	
Certification: I certify that this invoice is in all respects true and correct; that services claimed have been performed, and were performed exclusively in connection with the Agreement; that payment had not been previously received for the amount invoiced herein; that all other revenues received for CWS services are accurately reported, and that the original invoices, payrolls, or other documents are on file.			
_____ Authorized Signature		_____ Date	
Mail original and back-up documentation to: Yuba County Health and Human Services Department Attention: Administration/Finance P.O. Box 2320 Marysville, CA 95901			

The County Of Yuba

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



465-1016
(465-1016) Autho... - 1 of 6

(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: James L. Arnold, Chief Probation Officer *J.L. Arnold*

SUBJECT: Appropriate Transfer of Funds

Date: October 25, 2016

RECOMMENDATION:

Authorize the transfer of \$46,978 in funds from the DNA Collections Fund to the Probation Department Fixed Assets Account.

BACKGROUND:

The probation department is responsible for the fingerprinting of all juvenile Wards of the Court who are adjudicated by the Superior Court. Probation also fingerprints interns, volunteers and prospective employees as part of the background investigation process. The probation department also routinely uses the Live Scan machine to assist other county agencies with their prospective employees. This fingerprinting is done electronically through the department's Live Scan machine.

DISCUSSION:

The probation department's current Live Scan machine was purchased in 2008. It is outdated by industry standards and such a risk for breakdown, the selling company will no longer offer a maintenance package. Probation has priced a new Live Scan machine with Safran, the parent company of Morpho Trust USA. This is the same company the Yuba County Sheriff's Department purchased their Live Scan machine from in 2015. The total cost of machine, warrant and maintenance package is \$46,978 and probation is requesting the Board authorize the transfer of this amount from the DNA collection Fund, administered by the Auditor's Office, to the Probation Department Fixed Assets Account.

COMMITTEE ACTION:

No Committee action is necessary as this is an ongoing function and the procedure is already in place in the department

FISCAL IMPACT:

This request involves no general fund monies.

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AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

DEPARTMENT: Probation

PREPARED BY/PHONE J. Ingram 749-7317

[illegible]

Replace outdated Live Scan Machine that we no longer can purchase maintenance package. The Probation Department is responsible for fingerprinting of all juvenile Wards of the Court who are adjudicated by the Superior Court. Probation also fingerprints interns, volunteers & prospective employees as part of the background investigation process. Probation also routinely uses the Live Scan machine to assist other county agencies with their prospective employees.

EXTERNAL
INTERNAL

	✓

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING
MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

(assigned by ACO)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:

GENERAL LEDGER:				
FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____



MorphoTrust USA

5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

Customer Quotation

QUOTE #: 12833-X6Z3W9 - 2

DATE: 09/06/2016

EXPIRES: 12/06/2016

Page 1 of 3

Customer Information

ATTN:

CUST NAME: YUBA COUNTY PAROLE AND PROBATION

Phone:

Fax:

Email:

ADDR: 215 5TH STREET

SUITE 154

MARYSVILLE, CA 95901

United States

Billing Information

ATTN: Jeff Pask

CUST NAME: YUBA COUNTY PAROLE AND PROBATION

Phone: 530-749-7316

Fax:

Email: jpask@co.yuba.ca.us

ADDR: 215 5TH STREET

SUITE 154

MARYSVILLE, CA 95901

United States

Shipping Information

ATTN: Jeff Pask

CUST NAME: YUBA COUNTY PAROLE AND PROBATION

Phone: 530-749-7316

Fax:

Email: jpask@co.yuba.ca.us

ADDR: 215 5TH STREET

SUITE 154

MARYSVILLE, CA 95901

United States

Sales Rep:

Name: Gary Newlin

Phone: 952-442-8701

Cell: 612-839-9639

Fax: 952-945-3304

Email: GNewlin@morphotrust.com

PAY TERMS: Net 30

CUST TYPE:

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-CSTX-CAPALM	SL-LAWENF	EACH	1	\$4,590.00	\$4,590.00*
California Touch Print Enterprise customization for palm capture on palm live scan systems. Must be quoted with the corresponding jurisdiction specific ten-print customization.					
TP-IAT-2DAY	SL-LAWENF	EACH	1	\$2,195.00	\$2,195.00
Installation and Training: Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training day is for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3800 series livescan systems. Includes travel and all related expenses.					
TPE-COMX-NECFTP	SL-LAWENF	EACH	1	\$170.00	\$170.00*
NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP Provides Support for NEC NATMS Protocol Communications Over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.					
TPE-CSTX-CA001	SL-LAWENF	EACH	1	\$170.00	\$170.00*
CALIFORNIA LIVE SCAN ENTERPRISE CUSTOMIZATION, TOTS: APP CRM IDN: CARDS: FD258-C/T FD249-C/T CA HAND-C/T; OTHER: TRANSMITS TO CADOJ NATMS, RETURN MSG: NO.					
TPE-PRT-DUP	SL-LAWENF	EACH	1	\$2,380.00	\$2,380.00*

TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 yr. Help Desk Warranty included.

5600-TPE-ED-W95

SL-LAWENF

Year

1

\$926.00

\$926.00

First year warranty upgrade to 9/5 coverage for the TPE-5600 500dpi enhanced definition live scan booking system

TPE-5600-ED

SL-LAWENF

EACH

1

\$19,678.00

\$19,678.00*

TouchPrint 5600 500dpi standard definition palm, slap, and roll live scan booking system. Includes: TP-5300 scanner, TouchPrintTM Enterprise application software with slap to roll matching, and PC running Windows in a ruggedized stand-alone cabinet with 24" deck. 1 year help desk warranty included.

PRT- DUP- W95

SL-LAWENF

Year

1

\$166.00

\$166.00

ANNUAL WARRANTY UPGRADE 9/5

47FRT

SL-LAWENF

EACH

1

\$350.00

\$350.00

FREIGHT CHARGE

5600-TPE-ED-M95

SL-LAWENF

Year

4

\$3,240.00

\$12,960.00

Annual maintenance after the first year warranty with 9/5 coverage for the TPE-5600 500dpi enhanced definition live scan booking system

PRT- DUP- M95

SL-LAWENF

Year

4

\$342.00

\$1,368.00

ANNUAL 9/5 MAINTENANCE

Subtotal

Selling Price

\$44,953.00

Total for Extended Quantity System Configuration

\$44,953.00

*Denotes Taxable Item

7.5% Sales Tax

\$2,024.10

- \$26,988 Taxable Amount -

Total for Extended Quantity System Configuration w. Sales Tax

\$46,977.10



Terms and Conditions

Quote #: 12833-X6Z3W9 - 2

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

General Terms and Conditions:

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by MorphoTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by MorphoTrust USA,, Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
- 7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
- 9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is MorphoTrust USA proprietary.



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445

466-1016
(466-1016) Appro... - 1 of 2



OCTOBER 25, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER SLD/dw

RE: INMATE WELFARE EXPENDITURE SUMMARY

RECOMMENDATION:

Review the Inmate Welfare Expenditure Summary for Fiscal Year 2015-16 pursuant to Penal Code Section 4025 (e).

BACKGROUND:

The money and property deposited into the inmate welfare fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facility. Maintenance of county jail facilities may include, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

DISCUSSION:

Attached is the expenditure summary for Inmate Welfare Funds for the Fiscal Year 2015-16.

FISCAL IMPACT:

No fiscal impact to the General Fund. All expenditures were made from the Public Safety fund and reimbursed from the Inmate Welfare Trust Fund.

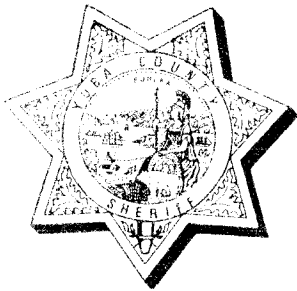
COMMITTEE ACTION:

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

Inmate Welfare Expenditure Summary for FY 2015-16

Expenditure Summary for Inmate Welfare Fund for Fiscal Year 2015-16 pursuant to Penal Code Section 4025 (e).

Commissary Purchases.....	\$ 120,657.88
Books and Reading Materials.....	\$ 19,120.86
Video Rentals.....	\$ 26.14
Hygiene Kits & other misc personal items.....	\$ 516.12
Attorney access phone.....	\$ 37.30
Games.....	\$ 2,886.59
Postage/pre-stamped envelopes.....	\$ 3,167.60
Office supplies.....	\$ 6,156.47
Salaries/Benefits.....	\$ 309,730.92
Vocational Instructional Expenses.....	\$ 16,346.12
AT&T phone calling cards.....	\$ 61,350.00
Inmate Incentive Program.....	\$ 2,013.85
Legal Research Fees.....	\$ 93.00
New equipment purchases (TV's, elipticals, clothing racks, hot water containers).....	\$ 2,322.49
Total Expenditures for Fiscal Year 2015-16.....	\$ 544,425.34

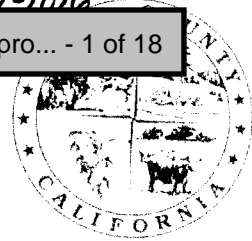


Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

467-1016
(467-1016) Appro... - 1 of 18

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445



OCTOBER 25, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER SLD/dw

RE: AGREEMENT WITH CORRECTCARE-INTEGRATED HEALTH, INC.

RECOMMENDATION:

Approve the Third Party Administration Agreement with CorrectCare-Integrated Health, Inc. (CCIH) to provide Claims Administration services to the Yuba County Jail, and authorize the Chairman to execute agreement.

BACKGROUND:

CCIH is a Third Party Administrator for corrections. CCIH has offices in Lexington, Kentucky and Sacramento, California. They work to control costs through claims adjudication, utilization management and access to discounts through their provider networks. For over a decade CCIH has provided their services solely within the correctional environment across the nation. This company has experience with providing claims management for small local facilities and entire state department of corrections. The company has reported that over twenty-seven California counties currently have an agreement with them for performing Claims Administration. They evaluate claims based on the guidelines set forth by the Centers for Medicare and Medicaid Services (CMS) as well as other evaluation standards.

DISCUSSION:

The goal of this agreement is to be able to reduce the cost of billed charges for off-site inmate medical services. The term of this agreement is October 1, 2016 to September 30, 2017.

FISCAL IMPACT:

No fiscal impact to the General Fund. The cost of Claims Administration is expected to be fully covered by the reduction of costs of billed charges for off-site inmate medical services, which are already budgeted within the approved 2016-17 Jail budget.

COMMITTEE:

Due to time constraints, this item was placed directly on the Board of Supervisor's agenda.

THIRD PARTY ADMINISTRATION AGREEMENT

THIS THIRD PARTY ADMINISTRATION AGREEMENT ("Agreement") by and between CorrectCare-Integrated Health, Inc., 1218 South Broadway, Suite 250, Lexington, Kentucky 40504, a Kentucky corporation ("CorrectCare"), and The Office of the Sheriff of Yuba County, California (hereinafter referred to as "Client"), is entered into as of the 1st day of October, 2016.

WHEREAS, Client is responsible for providing medical services at the Yuba County Jail; and

WHEREAS, Client desires to contract with CorrectCare to provide certain medical-related administrative services as enumerated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

WITNESSETH

A. Services.

1. CorrectCare hereby agrees to provide the specific services ("Services") to Client as indicated on Exhibit A attached hereto by the initials of the Client's representative in their official capacities with legal authority to do so.

B. Duties and Responsibilities of CorrectCare.

1. CorrectCare agrees to maintain an office with facilities and personnel adequate to perform the Services and to answer the inquiries of Client's personnel, correctional facility personnel, and the medical providers with respect thereto. CorrectCare's office shall be open daily, Monday through Friday, during normal working hours, except legal holidays. CorrectCare shall furnish all necessary telephone service and assume all routine daily mailing costs with respect to the Services it provides to Client.

2. CorrectCare shall furnish data in a mutually agreed upon format pertinent to the Services it provides to Client.

3. CorrectCare shall maintain a record of any inquiry with respect to the Services it provides to Client and the disposition of the inquiry. These records or summaries thereof shall be made available at such intervals as shall be established from time to time.

4. CorrectCare shall prepare and maintain all necessary records regarding the Services it provides for audit purposes and shall cooperate fully in providing such data as to any investigation, review or inquiry regarding a claim or claim determination, pursuant to applicable state or federal laws.

5. CorrectCare shall, at all times during the term of this Agreement and as reasonably requested by Client given the nature of the Services provided, maintain in force such insurance as is normal and customary in the industry or required by law or regulation, including the following:

a. Errors and Omissions insurance providing coverage in the amount of not less than Two Million dollars aggregate (\$2,000,000.00) and One Million dollars

(\$1,000,000.00) per occurrence with a per claim deductible not to exceed Twenty-five Thousand dollars (\$25,000.00); and

b. A fidelity bond providing coverage, including "money and securities" coverage, for all officers (except the shareholders) and other employees of the TPA in the amount not less than Five hundred Thousand (\$500,000.00) with a deductible not to exceed Twenty-five Thousand dollars (\$25,000); and

c. General Liability Insurance; and

d. Appropriate Employers Liability/Workers Compensation insurance covering CorrectCare's employees.

6. CorrectCare understands and agrees that all health files and all forms required for filing a claim which are maintained by it pursuant to this Agreement or otherwise for Client shall be and remain the property of Client and shall be delivered to Client upon demand. No guaranty or warranty is made regarding the adequacy of the same for use by any other organization or person, which shall be transferred unmodified and in the operational condition existing immediately prior to any such transfer. No such transfer shall, in any event, include computer programs or systems developed or utilized by CorrectCare in the administration of this arrangement.

7. CorrectCare's duties and responsibilities are further set forth in Exhibit A attached hereto, which are incorporated herein by reference.

C. Duties and Responsibilities of Client.

1. Client shall be responsible for payment of CorrectCare's services provided hereunder within thirty (30) days receipt of invoice.

2. Client agrees to take the following actions with respect to this arrangement to facilitate proper administration by CorrectCare:

a. Supply CorrectCare with all information required with respect to inmates eligible for medical services and notify CorrectCare of all changes occurring thereafter with respect to the status of all inmates receiving care.

b. Provide CorrectCare with such additional information with respect to matters incidental to its services as may be requested by CorrectCare from time to time.

3. Client's duties and responsibilities are further set forth in Exhibit A attached hereto, which are incorporated herein by reference.

D. Term and Termination.

1. The term of this Agreement shall be for twelve months, commencing October 1, 2016 and ending September 30, 2017. This Agreement shall automatically renew thereafter on the same terms and conditions unless either party shall have given the other sixty (60) days advance written notice of non-renewal or to otherwise change the terms hereof. Upon receipt of a notice to change the terms of this Agreement, the parties agree to negotiate in good faith with respect to such changes and attempt to reach agreement prior to the anniversary date following such notice. If no agreement is reached, this Agreement shall terminate upon expiration of the then current term.

2. This Agreement or any separate addenda hereto may be terminated by Client or CorrectCare as follows:

- a. Upon thirty (30) days prior written notice, without cause;
- b. Upon ten (10) days prior written notice in the event of a default or material change in circumstances (as hereinafter defined) under this Agreement or any separate addenda hereto by CorrectCare or Client; or
- c. Immediately upon written notice in the event of dissolution, loss of license, abandonment, actual, alleged or suspected fraud, gross or willful misconduct, insolvency or lack of legal capacity to act on the part of CorrectCare or Client.

3. The following are events of "default or material change in circumstances" under this Agreement and all separate addenda hereto:

- a. any material breach of a term of this Agreement or any separate addenda hereto which is not cured by the breaching party within ten (10) days after receipt of notice of such breach from the other party;
- b. the discovery of the falsity of any representation or warranty made by one party to the other; or
- c. the levying of any attachment, execution or any process against CorrectCare which is not promptly removed or the filing of any petition under any bankruptcy statute against either party or the appointment of any receiver or equivalent to take possession of its properties which is not set aside or terminated within ten (10) days from the occurrence thereof.

4. Notwithstanding the termination of this Agreement or any separate addenda hereto as provided herein, the provisions of this Agreement and all separate addenda hereto shall continue to apply to the extent needed for all obligations and liabilities incurred by each party under this Agreement or any separate addenda hereto prior to such termination to be fully performed and discharged by such parties up to the date of termination. In addition, at the request of Client, CorrectCare shall continue to perform its obligations pursuant to the Agreement or any separate addenda hereto post termination in order to affect the orderly transfer of files, subject to the payment of compensation on the same basis as provided for herein.

E. Compensation.

1. In consideration for this Agreement and as full compensation for the costs for performance of all services specified in Exhibit A, CorrectCare shall invoice and Client shall pay CorrectCare in accordance with the fees set forth in Exhibit A.

2. Client shall be responsible for payment of CorrectCare's services provided hereunder within thirty (30) days receipt of invoice.

3. Within sixty (60) days of the end of the term of the Agreement or any automatic renewal thereof, CorrectCare shall give advance written notice to Client of any increase to the fees set forth in Exhibit A, which increase shall become effective upon renewal of the term of the Agreement, provided, however, that said increase does not exceed five percent (5%) of the then existing fee. The Client may refuse said increase by termination of the Agreement upon thirty (30) days prior written notice in accordance with Paragraph D of the Agreement.

F. Indemnification.

1. CorrectCare agrees to defend, indemnify and hold harmless Client and its employees, officers, directors and agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with any of the following:

a. Any act or omission of CorrectCare or its affiliates, or any of its employees, officers, directors, agents or independent contractors in negligently performing CorrectCare's duties under this Agreement. In the event that any other party, including but not limited to Client, is jointly negligent in contributing to the claims, losses or other liabilities referred to above, CorrectCare's liability for such loss or damage shall be limited to its *pro rata* share, in proportion to its contributing negligence. In no event shall CorrectCare indemnify Client when the loss is caused by the sole negligence of Client, its officers, agents, and/or employees, and for purposes of this Agreement CorrectCare shall not be deemed negligent for doing or omitting to do any act at the direction or with the approval of Client; provided, however, that said direction or approval was not based upon erroneous advice given to Client by CorrectCare.

b. The breach of any agreement or representation made by CorrectCare in this Agreement or any separate addenda hereto.

2. Client agrees to defend, indemnify and hold harmless CorrectCare and its affiliates, and any of its employees, officers, directors, agents or independent contractors from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with any of the following:

a. Any act or omission of Client and its employees, officers, directors and agents in negligently performing Client's duties under this Agreement. In the event that any other party, including but not limited to CorrectCare, is jointly negligent in contributing to the claims, losses or other liabilities referred to above, Client's liability for such loss or damage shall be limited to its *pro rata* share, in proportion to its contributing negligence. In no event shall Client indemnify CorrectCare when the loss is caused by the sole negligence of CorrectCare or its affiliates, or any of its employees, officers, directors, agents or independent contractors, and for purposes of this Agreement Client shall not be deemed negligent for doing or omitting to do any act based upon erroneous advice given to Client by CorrectCare.

b. The breach of any agreement, or representation made by Client in this Agreement or any separate addenda hereto.

3. Each party shall notify the other party immediately in writing of any claim or damage related to the performance of their respective duties under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising

therefrom; provided, however, that nothing shall require either party to disclose any documents, records or communications that are protected under any applicable legal privilege.

4. Termination of this Agreement or any separate addenda hereto shall not relieve either party of its indemnification obligations.

G. Confidentiality of Protected Health Information.

1. The parties acknowledge that Client is a “Covered Entity” and that CorrectCare is a “Business Associate”, as those terms are defined under the Health Insurance Portability and Accountability Act (“HIPAA”). The parties further acknowledge and agree that they may be exchanging “protected health information” in the course of fulfilling the obligations under this Agreement or any separate addenda hereto. Consequently, as of the date of this Agreement and during its Term and any renewals thereof, each of the parties shall be and shall thereafter remain compliant with all applicable provisions of 45 C.F.R. Part 164, Subpart E, Privacy of Individually Identifiable Health Information, and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, and any amendments thereto.

H. Miscellaneous.

1. The parties acknowledge that CorrectCare is an independent contractor. Nothing in this Agreement or any separate addenda hereto is intended nor shall be construed to create an agency relationship or an employer/employee relationship between CorrectCare and Client.

2. CorrectCare shall not assign this Agreement or any separate addenda hereto to any other corporation, other than by merger, without the prior written consent of Client, which consent shall not be unreasonably withheld.

3. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement or any separate addenda hereto shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery using a nationally recognized overnight delivery service, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

a. CorrectCare CorrectCare – Integrated Health, Inc.
1218 South Broadway, Ste 250
Lexington, Kentucky 40504
Attn: President

With copy to: Moynahan, Irvin & Mooney, P.S.C.
110 North Main Street
Nicholasville, Kentucky 40356
Attn: James M. Mooney, Esq.

b. Client Office of the Sheriff
Yuba County, California
215 5th St, Ste 150
Marysville, California 95901
Attn: Sheriff

With copy to: _____

Attn: _____

4. This Agreement, the separate addenda, and the rights and obligations of the parties hereto shall be governed by, and construed according to, the state of California.

5. This Agreement and all addenda attached hereto constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement or any separate addenda hereto shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement or any separate addenda hereto are superseded hereby.

6. This Agreement or any separate addenda hereto may be amended or revised only in writing and signed by all parties.

7. The waiver by either party of a breach or violation of any provision of this Agreement or any separate addenda hereto shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8. The parties agree that they have not entered into this Agreement or any separate addenda hereto for the benefit of any third person or persons, and it is their express intention that the Agreement and addenda are intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

9. In the event any provision of this Agreement or any separate addenda hereto is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement or addenda, which shall remain in full force and effect and enforceable in accordance with its terms.

10. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

11. In performing their respective obligations under this Agreement or any separate addenda hereto, each party shall comply with all requirements, as applicable to that party, of federal, state and local laws, including without limitation, HIPAA, and all regulations promulgated under any federal, state and local statute or ordinance.

12. If the parties hereto are unable to agree on any matter arising under this Agreement or any separate addenda hereto, the parties shall jointly select an individual to mediate the dispute. This individual may or may not be known to either or both parties and may be selected based on his or her knowledge of the subject matter of the dispute. After selection, the mediator shall promptly review the situation and shall meet jointly and severally with the parties, as the mediator shall determine. All matters prepared for or discussed with the mediator shall be an attempt to settle a dispute without resort to litigation and shall not be admissible as

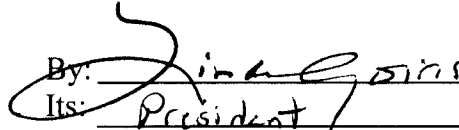
evidence should litigation arise. If the parties are not able to agree on a mediator within thirty (30) days after one party requests mediation, or if the mediation does not result in a resolution of the dispute within sixty (60) days thereafter, the parties shall have no further obligation under this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

“CLIENT” COUNTY OF YUBA

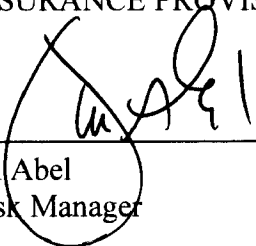
CORRECTCARE-INTEGRATED
HEALTH, INC.

By: _____
Roger Abe
Board Chair

By: 
Its: President

Attest: _____
Donna Stottlemeyer, Clerk of the Board

INSURANCE PROVISIONS APPROVED:


Jill Abel
Risk Manager

APPROVED AS TO FORM:

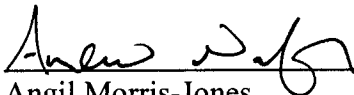

Angil Morris-Jones
County Counsel

EXHIBIT A
SERVICES AND COMPENSATION
(Specific services to be performed as indicated by Client's initials)

A. CLAIMS ADMINISTRATION

1. CorrectCare agrees to perform the duties of claims processing, including payment of claims, and to answer the inquiries of Client with respect to claims processing for each inmate in custody at the time of service.

2. CorrectCare shall furnish claim schedules and other data in a format agreed upon by Client and CorrectCare.

3. Providers shall submit properly coded claims on standard CMS claim forms – HCFA1500/UB04 directly to the Office of the Sheriff, Yuba County, California. Incomplete or incorrect claims will be returned to the provider with appropriate explanation for return.

4. CorrectCare shall furnish a monthly claim record in a format agreed upon by Client and CorrectCare.

5. It is understood and agreed that the services performed by CorrectCare under this Agreement shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices and procedures made or established by Client.

6. Upon receipt of complete information with respect to a claim, CorrectCare shall process that claim, supply documentation thereof, and return the adjudicated claim to Client for payment.

7. In consideration for its performance of the functions of claims processing for the then existing discount plan and assuming the responsibilities of such functions, Client shall pay CorrectCare an amount equal to Twelve dollars (\$12.00) for each claim adjudicated during such month.

A1. CLAIMS PAYMENT OPTION

1. Upon receipt of complete information with respect to a claim, CorrectCare shall process that claim, supply documentation thereof to Client, and upon reimbursement by Client to the private claims account in the amount of the processed claim, pay such claim in accordance with the terms of the then existing discount plan adopted by Client and any rules and interpretations of the discount plan approved by Client, and CMS standards.

i. The private claims account shall require dual signatures. The private claims account shall be maintained in trust by CorrectCare for the sole purpose of settling inmate claims and shall not be commingled with funds belonging to other parties, including CorrectCare. In addition, with Client's prior written authorization, CorrectCare may settle from the private claims account its own fees and expenses owed pursuant to this Agreement. It is understood and agreed that CorrectCare will have no obligation to pay claims except from the private claims account.

- ii. Upon termination of this Agreement, CorrectCare shall provide a full accounting of the private claims account and shall return any balance therein to Client within thirty (30) days.
 - iii. CorrectCare shall not have discretionary authority or discretionary control with respect to the management of any funds or disposition thereof.
 - iv. Client shall provide CorrectCare with funds necessary for the timely payment of eligible claims made by covered persons within ten (10) days of receiving written request from CorrectCare for the transfer of such funds. Eligible claims shall include any incurred but unreported claims filed with CorrectCare after an inmate's release or the termination of the Agreement.
2. In consideration for its performance of the functions of claims payment, Client shall pay CorrectCare an additional amount equal to Two dollars (\$2.00) for each claim adjudicated during such month.

B. PROVIDER NETWORK ACCESS

- 1. CorrectCare will provide Client access to network providers for each inmate covered by MultiPlan or Multiplan PHCS Network or applicable network. ("Primary Network").
- 2. In consideration for providing access to the Primary Network and for assuming the responsibilities of such functions, Client shall pay CorrectCare:
 - a. A fee of Twelve Dollars \$12.00 per claim for participating network providers.
 - b. A fee of 25% of savings for secondary or wrap networks if the Primary Network cannot be used.

C. UTILIZATION MANAGEMENT

- 1. CorrectCare will provide Client Utilization Review / Pre-certification services for each inmate who is in custody at the time of service.
- 2. In consideration for providing Utilization Review / Pre-certification and for assuming the responsibilities of such functions, Client shall pay CorrectCare monthly during the term of the Agreement on the first day of the month in which services are rendered an amount equal to two dollars and twenty-five cents (\$2.25) per inmate per month.
- 3. Client shall provide CorrectCare with the monthly inmate count within ten (10) days after the end of each month via the CorrectCare portal system. The monthly inmate count is determined by the average of the daily population (ADP) for the month. If Client does not provided the ADP within this timeframe, CorrectCare will invoice the Client based on the last reported ADP or rated facility capacity from the most recent version of the National Jail and Adult Detention Directory, whichever is higher.

HIPAA BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT A

This Attachment shall constitute the Business Associate Agreement (the “HIPAA Agreement”) between CorrectCare – Integrated Health, Inc., (the “Business Associate”) and the County of Yuba (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Contract (as defined below).

1. **Purpose.** This HIPAA Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this HIPAA Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information. PHI is presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the Disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

HIPAA Breach excludes:

1. Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or

Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule;

2. Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; and
3. A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

(c) Covered Entity. “Covered Entity” shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Contract. “Contract” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The parties acknowledge and agree that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and

any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

(n) Security Rule. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this HIPAA Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this HIPAA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes of performing Business Associate’s obligations under the Contract and as permitted by the Contract, or as required or permitted by law, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this HIPAA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this HIPAA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this HIPAA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. **Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this HIPAA Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and

availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this HIPAA Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this HIPAA Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this HIPAA Agreement and the Contract.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third

party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this HIPAA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

(f) *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. §§ 164.502(d) and 164.514(a) and (b).

10. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

11. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or

received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this HIPAA Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this HIPAA Agreement. Business Associate shall promptly correct any violation of this HIPAA Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this HIPAA Agreement.

13. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

14. Term and Termination.

(a) The terms of this HIPAA Agreement shall remain in effect for the duration of all services provided by Business Associate under the Contract and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Contract, Business Associate shall recover any Protected Health Information relating to the Contract and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible and Business Associate

shall destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>.

Acceptable methods for destroying PHI or Related Data include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.

If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Contract and this HIPAA Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Contract if it determines that Business Associate has violated a material term of this HIPAA Agreement.

(d) A Contractual Breach by Covered Entity of any provision of this Agreement, as determined by Business Associate in its sole discretion, shall constitute a material Contractual Breach of the Agreement and Business Associate shall be entitled to do any one or more of the following:

- i. Provide the breaching party with an opportunity to cure upon mutually agreeable terms; and/or
- ii. Terminate this Agreement immediately.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this HIPAA Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

16. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

17. **Notices.**

(a) All notices required or authorized by this HIPAA Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

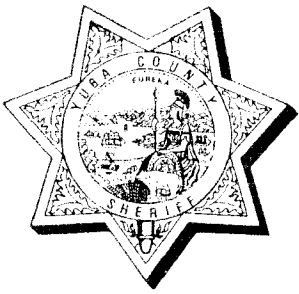
(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Contract.

(c) Any mailed notice, demand, request, consent, approval or communication that

Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer
5730 Packard Avenue, Suite 100
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

468-1016 (468-1016) Appro... - 1 of 4



OCTOBER 25, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD/dw*

RE: MEMORANDUM OF UNDERSTANDING WITH THE YUBA COUNTY OFFICE OF EDUCATION

RECOMMENDATION:

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for female inmates at the Yuba County Jail for the Fiscal Year 2016-2017.

BACKGROUND:

Each year, the Yuba County Office of Education provides vocational educational programs for male inmates in the Yuba County Jail. The vocational program consists of a basic General Equivalency Degree (GED) education.

DISCUSSION:

This is an extension of the education program that is currently offered to male inmates, which has proven beneficial to both agencies. The Sheriff's Department is eager to now offer the benefits of this program to the female inmates. The fiscal year 2016-2017 female GED program has been budgeted, designed, and staffed around a \$15,000 budget.

FISCAL IMPACT:

No fiscal impact to the General Fund. The program is included in the Fiscal Year 2016-2017 proposed Jail Budget, and will be paid entirely with AB109 Local Innovation funds.

COMMITTEE:

As this request is an extension of an ongoing program, and there is no impact to the General Fund, this item was placed directly on the Board of Supervisor's agenda.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION**

468-1016

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is September 15, 2016 through June 30, 2017.

1. Yuba County Office of Education agrees to provide a six hour per week educational program for FEMALE inmates at the Yuba County Jail between September 2016 and June 2017, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2017, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2017, for continued services through June 30, 2017. It is estimated that the total not be more than \$25,000 for the year. 2016-17 program attendance will establish a baseline to use for estimated average daily attendance (ADA) in the FEMALE class in future years.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

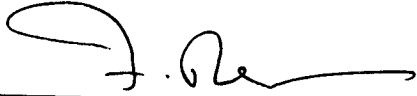
Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors.

If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION



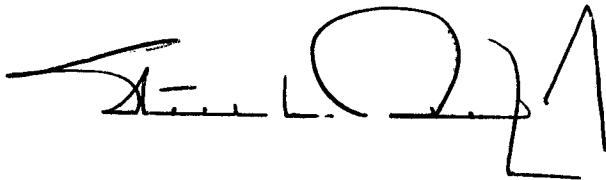
FRANCISCO REVELES, SUPERINTENDENT
Yuba County Office of Education

COUNTY OF YUBA

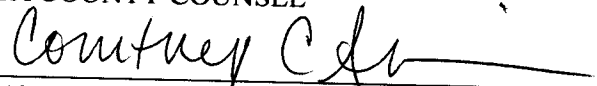
ROGER ABE
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

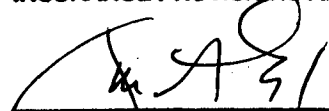
By: _____



APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 
ANGIL MORRIS-JONES

INSURANCE PROVISIONS APPROVED:

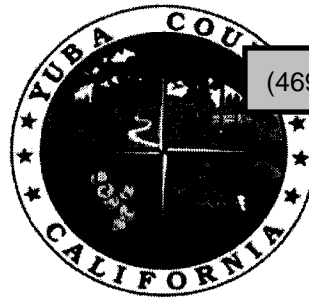


Jim Abel,
Human Resources Director and Risk Manager

The County of Yuba

Office of the Treasurer and Tax Collector

DAN M. MIERZWA
Treasurer & Tax Collector



(469-1016) Adopt... - 1 of 4

469-1016

Telephone (530) 749-7840
Fax (530) 749-7844

10/6/2016

To: Board of Supervisors

From: Dan M. Mierzwa, Treasurer & Tax Collector

A handwritten signature in black ink, appearing to read "Dan Mierzwa", followed by a stylized flourish.

RE: Adopt resolution Delegating Investment Authority

Recommendation:

Adopt resolution delegating Investment Authority for the calendar year, to the Yuba County Treasurer, effective January 1, 2017.

Background / Discussion:

Per Government Code Section 53600 et seq. and Article III, Section 2.54.040 of the Yuba County Ordinance Code, a resolution is required each year delegating investment authority to the Yuba County Treasurer. County Counsel has provided the template for said resolution for the year 2017 (see attached). As such, I respectfully request the Board of Supervisors to adopt this resolution.

Fiscal Impact:

None.

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

IN RE:

RESOLUTION DELEGATING) RESOLUTION NO. _____
INVESTMENT AUTHORITY TO THE)
YUBA COUNTY TREASURER FOR)
THE YEAR 2017)

WHEREAS, as the Board of Supervisors are authorized pursuant to California Government Code Section 53600 et seq. to delegate investment authority to the County Treasurer; and

WHEREAS, Section 2.54.040 of the Yuba County Ordinance Code, among other things, delegates to the County Treasurer the authority to invest or re-invest the funds of the County and the funds of other depositors in the County Treasury; and

WHEREAS, as the California Government Code Section 53607 requires such delegation to be made on an annual basis; and

WHEREAS, Section 2.54.040 of the Yuba County Ordinance Code requires that the subject annual delegation be achieved by passage of an appropriate resolution of the Yuba County Board of Supervisors; and

WHEREAS, the Yuba County Board of Supervisors desires to continue to delegate the referenced investment authority to the County Treasurer.

////
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NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby delegates to the County Treasurer the authority to continue to invest and re-invest the funds of the County and the funds of other depositors in the County Treasury pursuant to Government Code §53600 et seq., specifically including but without limitation Government Code Section 53684 and 53684, and Title II, Section 2.54.040 of the Yuba County Ordinance Code.

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

AYES:

NOES:

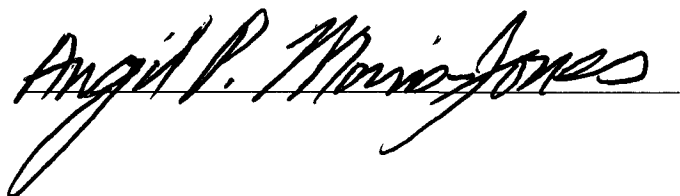
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

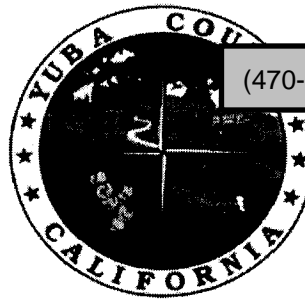
ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



The County of Yuba

Office of the Treasurer and Tax Collector

DAN M. MIERZWA
Treasurer & Tax Collector



470-1016

Telephone (530) 749-7840
Fax (530) 749-7844

10/10/2016

To: Board of Supervisors

From: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Sale of Tax-Defaulted Properties

Recommendation:

To approve the sale of tax-defaulted properties at public auction via internet in accordance with Chapter 7 of the California Revenue and Taxation Code. In the event that any parcels do not sell, approve to reoffer any unsold parcel(s) at a reduced price in accordance with California Revenue and Taxation Code. Once sold, and should there be excess proceeds, disburse said excess proceeds in proper proportion to all eligible parties of interest who have successfully submitted a claim as outlined per Revenue and Taxation Code §4676.

Background / Discussion:

Per Revenue and Taxation Code, the Tax Collector must attempt to sale tax-defaulted property if given adequate opportunity – to hold and conduct a tax sale – within four (4) years of the time the property becomes subject to the Power to Sell. Revenue and Taxation Code §3694 requires Board approval to conduct the tax sale. The primary function of the tax sale is to return the property to a revenue generating status by conveying the property to another owner. Further and more intense research will be performed prior to any of the properties being offered for sale. After carefully reviewing said research, the Tax Collector may reduce the minimum bid being reported on the attached list.

Should some of the properties not sell for the minimum bid listed, Revenue and Taxation Code §3698.5 (c) requires Board approval to allow the Tax Collector to reoffer those parcels at a reduced price.

The date set for the tax sale is Saturday February 18, 2017 through Tuesday February 21, 2017 and will be conducted online by Bid4Assets Online Real Estate Internet Auctions. The reoffer date has been scheduled for Friday April 22, 2017 through Tuesday April 25, 2017.

Fiscal Impact:

Any costs incurred while preparing for the tax sale are assessed and attached to the property which are paid by the property owner upon redemption or through the proceeds received when successfully sold at tax sale. In the event are sold for less than the net redemption

amount, the County will need to off-set these losses per Revenue and through the County's Tax Loss Reserve fund.

(470-1016) Appro... - 2 of 4

Committee:

Due to being routine in nature, bypassed committee.

Parel List / Minimum Bid

(470-1016) Appro... - 3 of 4

APN	Minimum Bid
005-250-027-000	8,000.00
005-250-028-000	46,500.00
005-250-045-000	8,000.00
006-200-020-000	10,000.00
006-220-123-000	25,000.00
008-112-018-000	1,000.00
009-123-030-000	12,500.00
010-101-016-000	14,750.00
010-186-023-000	7,750.00
010-272-007-000	60,250.00
010-285-027-000	15,500.00
010-300-014-000	20,000.00
010-300-015-000	15,000.00
013-082-024-000	4,250.00
013-112-012-000	12,500.00
013-112-023-000	11,000.00
013-130-063-000	17,500.00
013-130-075-000	13,000.00
013-130-076-000	12,250.00
013-140-008-000	4,750.00
013-170-030-000	18,250.00
013-282-008-000	45,500.00
013-290-046-000	10,250.00
013-322-008-000	8,500.00
013-322-026-000	9,000.00
013-340-001-000	27,750.00
013-451-053-000	8,000.00
013-530-004-000	8,750.00
014-052-006-000	11,500.00
014-061-022-000	4,000.00
014-072-001-000	5,000.00
014-340-015-000	6,250.00
014-340-017-000	6,750.00
014-340-019-000	5,000.00
014-340-020-000	6,750.00
014-562-017-000	11,500.00
015-221-003-000	30,500.00
015-304-015-000	12,250.00
018-100-029-000	13,500.00
018-220-050-000	21,250.00
018-301-005-000	11,750.00
019-020-017-000	19,500.00
019-160-033-000	61,250.00
019-270-046-000	8,500.00
019-300-008-000	5,750.00
019-401-006-000	8,500.00

APN	Minimum Bid
020-054-002-000	45,250.00
020-091-009-000	5,000.00
020-091-015-000	4,000.00
020-097-003-000	18,500.00
020-097-024-000	15,000.00
020-097-025-000	7,000.00
020-160-049-000	34,500.00
020-202-009-000	156,000.00
020-255-008-000	1,500.00
020-260-018-000	4,000.00
020-270-019-000	1,000.00
020-380-027-000	12,500.00
021-023-002-000	25,000.00
021-032-005-000	20,000.00
021-131-013-000	14,500.00
021-260-011-000	32,500.00
021-312-015-000	14,250.00
021-331-034-000	23,500.00
021-381-010-000	3,500.00
021-381-016-000	56,500.00
021-411-016-000	30,000.00
022-100-008-000	1,000.00
040-290-061-000	9,250.00
044-050-003-000	14,000.00
044-310-025-000	18,000.00
044-310-033-000	18,250.00
048-160-023-000	15,000.00
048-170-042-000	16,250.00
050-060-009-000	3,250.00
050-060-012-000	3,250.00
050-060-014-000	11,250.00
050-060-016-000	9,750.00
050-080-007-540	2,750.00
050-080-014-000	2,250.00
050-090-002-000	3,250.00
050-090-004-000	2,250.00
050-140-002-000	1,000.00
050-150-006-000	3,500.00
050-150-007-000	3,500.00
050-220-006-000	2,250.00
050-220-023-000	53,750.00
056-290-024-000	3,250.00
060-130-016-000	10,000.00
060-150-002-000	7,750.00
060-290-028-000	9,000.00
064-230-018-000	6,250.00

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From: PEREZ, ALICE

Sent: Tuesday, August 30, 2016 12:25 PM

To: rabe@co.yuba.ca.us; avasquez@co.yuba.ca.us

Cc: rBendorf@co.yuba.ca.us

Subject: Yuba County CAF II Presentation Request

(471-1016) Recei... - 1 of 2

County Supervisor Abe and Supervisor Vasquez;

I would like to introduce myself to you as the new area director for AT&T that covers Yuba County. I would like to request either a meeting with the both of you and the CAO or 15 minutes on the board agenda to present information to the Yuba County Supervisors on where AT&T is considering utilizing the CAF II funding in Yuba County to deploy and offer Internet access and voice service in FCC-identified census blocks.

If you recall, the FCC adopted comprehensive reforms of its Universal Service Fund (USF) and Intercarrier Compensation (ICC) systems to accelerate broadband build-out to the approximately 23 million Americans (as of December 31, 2013) who lack access to infrastructure capable of providing 10/1 Mbps fixed broadband.

In August 2015, AT&T accepted about \$427 million per year in CAF II support for each of the next six years. In California, AT&T will use the CAF II support to offer Internet access to more than 141,500 homes and small businesses in the FCC-identified census blocks.

Please confirm a date we can meet in the next couple of weeks or when I can present to the board.

Thank you;

Alice Perez

AT&T External Affairs

1215 K Street Suite 1110 Sacramento CA 95814

O 916.341.3458 | Alice.Perez@att.com

Keep your eyes on the road, not on your phone.

Take the pledge...It Can Wait.

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Semi Annual Progress Report October 25th, 2016

Meetings held 1st Wednesday each month upstairs in Marysville City Hall @ 6:00 pm

❖ Commission members are:

- District 1-Vacant-Linda area
- District 2-Michael Paine- Marysville area
- District 3- Lesley Clarkson-Olivehurst Plumas Lake area
- District 4-Pat Camarena-Wheatland area-**Vice Chair**
- District 5- Sue Cejner-Moyers- District 10 and Foothill area -**Chair**
- City of Wheatland- Councilman Joe Henderson
- City of Marysville-Councilman Dale Whitmore
- At Large : Dennis McLeod, Kathy Smith and Roberta D'Arcy-**Secretary**
- Advisor-Russ Brown-Yuba County Communications and Legal Affairs

❖ Projects Completed and In progress :

- Historic Building project, partnering with Marysville Planning Commission and Yuba Sutter Chamber of Commerce
- Wall of Fame at City Hall
- Information booth Live Generously Day
- Historical Research project at Sacramento library
- Swan Festival-volunteer at information booth
- Veterans parade participate with other Historical societies
- Establish repository for historical documents/ artifacts, (Henry Delamere writings)
- Programs and grant funding for historical records accessibility
- Directory of commission resources/advisors
- Black Bart historical research to establish creditability of book for future events
- Explore possibility for Yuba County Museum
- Earl Ramey honorarium, assist Friends of Library with re-printing book
- Wine at the Mine...meet and greet commissioners and mine tour
- Establish a county account and budget, and ability to accept donation

Respectfully submitted by Sue Cejner-Moyers, Chairman - District 5

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The County of Yuba

Yuba County Library

Phone: (530) 749-7380
Fax: (530) 741-3098
303 Second Street
Marysville, California 95901



(473-1016) Adop... - 1 of 4

473-1016

Email: library@co.yuba.ca.us
Website: <http://library.yuba.org>

TO: Board of Supervisors
FROM: Kevin Mallen – CDSA Director 
SUBJECT: Adopt Amended Policy for Standard of Behavior at the Yuba County Library
DATE: October 25, 2016

Recommendation:

The Library Advisory Commission recommends the Board adopt the attached policy for the Standards of Behavior policy for the County Library.

Background/ Discussion:

The Board approved a Standard Behavior policy for the County Library in January 2006. Over the years, staff has enforced the policy when needed. However, times have changed, with more homeless and destitute gathering around the facility. Many of the homeless have been using the facility as a day shelter and for laundering clothes as well as soliciting/begging. Staff has advised the need for change in the original policy as it does not cover the current issues Staff has to address on a daily basis.

All visitors should use the Library for its intended purpose; to promote educational and recreational resources and promote reading with the goal of encouraging lifelong learning. The Library should also provide a safe and welcoming environment that promotes an atmosphere of courtesy, safety and respect for all users.

The Library Advisory Commission and staff recommend the revised policy for approval by the Board.

Committee Action:

Library Advisory Commission recommends approval.

Fiscal Impact:

None

Attachment:

Standards of Behavior Policy

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

IN RE:

**A RESOLUTION ADOPTING A POLICY)
FOR STANDARDS OF BEHAVIOR FOR THE)
USE OF THE FACILITIES,EQUIPMENT AND)
MATERIALS OF THE YUBA COUNTY LIBRARY)**

RESOLUTION NO. 2016-

WHEREAS, it is the policy of Yuba County to provide a safe, welcoming environment that will support the goal of providing maximum access to the Library for the greatest benefit of the largest number of residents of Yuba County; and

WHEREAS, the Board of Supervisors adopted Resolution 2006-09 to ensure the safety of all staff and patrons of the facility by establishing a standards of behavior for all users of the Library to promote an atmosphere of courtesy, safety and respect for all staff and patrons of the County Library.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba hereby approves and adopts the Yuba County Library Patron Behavior Policy as revised, which is attached hereto, marked as **Attachment "A"** and by this reference incorporated herein as though set-forth in full.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Director of the Yuba County Library or his or her designee is hereby authorized to exclude from the Library of the Yuba County any person who violates the Standards of Behaviors adopted herein.

PASSED AND ADOPTED at the 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:

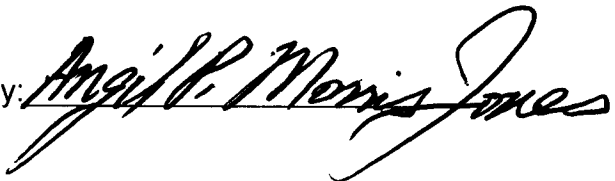
ABSENT:

County of Yuba

Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors
By: _____

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

By: 

Yuba County Library

Patron Behavior Policy

(473-1016) Adop... - 4 of 4

We ask for your cooperation in maintaining an environment that best serves library users and staff. Library staff will courteously and firmly enforce this policy. All visitors are required to adhere to the following standards of behavior:

FOR THE SAFETY AND COMFORT OF ALL:

- Comply with staff requests.
- Be responsible for the conduct of children under your care. Children under the age of 10 must be attended by a parent/guardian or caregiver.
- Do not leave personal items unattended. The library isn't responsible for personal items.
- Be considerate to fellow library users. Concerns about library patrons should be reported to library staff.
- Maintain orderly and safe entry/exit by not loitering in high traffic areas, doorways, aisles or staircases. Keep personal items from interfering with others' access to the library.
- Dress appropriately. Wear shirt/top, pants/skirts and shoes at all times.
- Beverages in securely covered containers are permitted, but prohibited at computer stations. Food is prohibited in all areas.

THE FOLLOWING ACTIVITIES/BEHAVIORS ARE PROHIBITED ON LIBRARY PROPERTY:

- Illegal activities.
- Firearms/dangerous weapons (except by law enforcement officers).
- Verbally/physically harassing others.
- Engaging in offensive language/behavior.
- Creating disruptive noises, excluding noise levels generated by a library-sponsored program.
- Monopolizing library space or equipment.
- Moving furniture.
- Sleeping.
- Inappropriate use of restrooms (ex. shaving, bathing or laundering clothes).
- Being under the influence of alcohol/illegal drugs and selling, using, or possessing them.
- Using tobacco products/vaping in the Library, or within 50 ft. of main doors.
- Offensive, pervasive odors.
- Entering the library with animals. Service animals authorized by law permitted.
- Selling items, or soliciting/begging.
- Entering the library with bicycles, shopping carts, or other bulky items, excluding items necessary to assist individuals with disabilities.
- Using rollerblades, skateboards, scooters, etc. on library property.
- Tampering with/using computers in a manner that violates library policy.
- Engaging in any act which disrupts or prevents the intended use of the library, or when it could result in a safety hazard, injury, or damage to library property.

PERSONS WHO COMMIT PROHIBITED ACTS MAY BE EXCLUDED FROM THE LIBRARY AND/OR SUBJECT TO ARREST AND PROSECUTION.

The Patron Behavior Policy Approved by BOS on October __ 2016, as Resolution. NO. 2016-__.

ATTACHMENT "A"

The County of Yuba


Yuba County Library

Phone: (530) 749-7380
Fax: (530) 741-3098
303 Second Street
Marysville, California 95901



(474-1016) Adopt... - 1 of 4

Email: library@co.yuba.ca.us
Website: <http://library.yuba.org>

TO: Board of Supervisors
FROM: Kevin Mallen – CDSA Director 
SUBJECT: Public Days and Hours for the Yuba County Library
DATE: October 25, 2016

Recommendation:

Adopt the resolution changing library days and hours effective January 3, 2017.

Background/ Discussion:

When the Board originally approved the four day schedule in July 2013, there was concern about making sure residents who work a typical 9-5 schedule had the ability to use the facility. The Library Advisory Commission recommended that the Library stay open 2 hours later than normal on a Thursday. This went into effect November 2013.

The Library recently conducted a 'customer service' survey and after evaluating the results a majority of patrons requested they would like to see the library open longer hours and offer more days. In keeping within budget, it is recommended that beginning January 3rd, 2017 the library eliminate the additional 2 hours on Thursday evening and instead offer 4 hours on Saturday (9:00am to 1:00pm)

The new schedule will be as follows:

Monday	CLOSED
Tuesday	12:00pm to 6:00pm
Wednesday	12:00pm to 6:00pm
Thursday	12:00pm to 6:00pm
Friday	12:00pm to 6:00pm
Saturday	9:00am to 1:00pm
Sunday	CLOSED

The change should be more in keeping with library patron usage and will better reflect the needs of the community for library services. Permanent staff will work a staggered schedule and extra help staff will be utilized for the weekend hours. The additional 52 hours of extra help costs will be absorbed into the existing budget.

Committee Action:

This item was discussed as part of the FY 16/17 Budget

Fiscal Impact:

None

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

IN RE:

A RESOLUTION ADOPTING A CHANGE) **RESOLUTION NO. 2016-**
IN THE DAYS AND HOURS OF OPERATION)
THAT THE YUBA COUNTY LIBRARY IS)
OPEN TO THE PUBLIC.)

WHEREAS, the Yuba County Library's mission is to provide library services to all county residents, and

WHEREAS, the Yuba County Library is currently open to the public Tuesday thru Friday; and

WHEREAS, the County desires to expand the days and hours of operation that the Yuba County Library is open to include Saturdays.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that effective January 3, 2017, the days and hours of operation that the Yuba County Library is open to the public will be as follows:

Monday **CLOSED**

Tuesday **12:00pm to 6:00pm**

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Wednesday 12:00pm to 6:00pm

Thursday 12:00pm to 6:00pm

Friday 12:00pm to 6:00pm

Saturday 9:00am to 1:00pm

Sunday CLOSED

PASSED AND ADOPTED at the 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:

County of Yuba

Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors
By:

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


ANGIL P. MORRIS-JONES

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Val (475-1015) Notic... - 1 of 12

Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

RECEIVED

OCT 13 2016

Clerk/Board of Supervisors

October 11, 2016

NOTICE OF PROPOSED 90-DAY EXTENSION OF EMERGENCY ACTION Emergency Closure of Recreational Razor Clam Fishery Due to Elevated Levels of Domoic Acid

Reference OAL File #2016-0425-04E

Pursuant to the requirements of Government Code subsections 11346.1(a)(2) and 11346.1(h), the Fish and Game Commission (Commission) is providing notice of proposed extension of existing emergency regulations, establishing emergency closure of the recreational razor clam fishery due to elevated levels of domoic acid.

The objective of this re-adoption is to protect the public from consuming razor clams caught in areas with persistently high levels of domoic acid that pose a risk to public health as determined by the director of the Office of Environmental Health Hazard Assessment in consultation with the director of the California Department of Public Health.

The Commission initially adopted the emergency regulations on April 25, 2016; the emergency regulation will expire on October 25, 2016. The Commission is expected to adopt the proposed 90-day extension on October 19, 2016.

The proposed 90-day extension of emergency action is the same as the emergency regulation adopted by the Commission April 25, 2016.

SUBMISSION OF COMMENTS

Government Code Section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, e-mail or fax, relevant to the proposed emergency (475-1015) Notice... - 2 of 12 action. Written comments submitted via U.S. mail, e-mail or fax must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Emergency Closure of Razor Clam Fishery" addressed to:

Mailing Address: Reference Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

California State
Fish and Game Commission
Attn: Sherrie Fonbuena
1416 Ninth Street, Room 1320
Sacramento, CA 95814

E-mail Address: staff@oal.ca.gov
Fax No.: 916-323-6826

fgc@fgc.ca.gov

For the status of the Commission's submittal to OAL for review, and the end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."

Sincerely,



Sherrie Fonbuena
Associate Governmental Program Analyst

Attachments:

- Statement of Proposed Emergency Regulatory Action for Re-adoption of Emergency Regulation, including proposed regulatory language, October 2016
- Statement of Proposed Emergency Regulatory Action, including proposed regulatory language, April 2016

**CALIFORNIA FISH AND GAME COMMISSION
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION
FOR RE-ADOPTION OF EMERGENCY REGULATION**

Emergency Action to:
Re-adopt Amendments to Section 29.45,
Title 14, California Code of Regulations
Re: Re-adoption of Emergency Closure of Razor Clam Fishery
Due to Elevated Levels of Domoic Acid

I. Statement of Facts Constituting the Need for Emergency Regulatory Action

The Fish and Game Commission (Commission) filed an emergency rulemaking with the Office of Administrative Law (OAL) on April 25, 2016, after samples of razor clams were found to contain high levels of domoic acid. The emergency rulemaking closed the recreational razor clam fishery in Del Norte and Humboldt counties. The emergency regulation was approved by OAL, filed with the Secretary of State, and effective on April 26, 2016. The emergency regulation will expire on October 25, 2016.

The Office of Environmental Health Hazard Assessment (OEHHA), in cooperation with the Department of Fish and Wildlife (Department), has continued to monitor domoic acid levels in razor clams along the California coast since the emergency regulation was filed. Past history with such situations suggested that the emergency would resolve itself within the original 180-day effective period of the emergency regulation as domoic acid levels naturally subsided. However, OEHHA has not yet notified the Commission that domoic acid levels in razor clams have returned to below the federal action level (20 parts per million). Therefore, consuming razor clams from Del Norte and Humboldt counties continues to pose a significant risk to public health as determined by the Director of OEHHA, in consultation with the Director of CDPH. Thus, re-adopting the emergency closure for a period of 90 days beyond the initial 180-day period is necessary for the preservation of public health and safety.

II. Identification of Reports or Documents Supporting Factual Emergency

The Commission relied upon the following documents in proposing this emergency rulemaking action:

- California Department of Public Health, "CDPH Reminds of Warning on Razor Clams from Humboldt and Del Norte Counties," News Release, April 20, 2016

- California Office of Environmental Health Hazard Assessment, "Domoic Acid Threat to Public Health from Razor Clams in Del Norte and Humboldt Counties," Memo, April 20, 2016
- Razor Clam Update email from Gregg Langlois, California Department of Public Health, dated July 29, 2016
- Razor Clam Update email from Joe Christen, California Department of Public Health, dated September 6, 2016

III. Regulatory Proposal

The proposed regulation would prohibit recreational take and possession of razor clams in Del Norte and Humboldt counties. Closure of the fishery shall remain in effect until the director of OEHHA, in consultation with the director of CDPH, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed.

The Department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person taking razor clams to call the Department's hotline at or visit the Department's website at to obtain the current status of any ocean water.

IV. Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

- (a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
None.
- (b) Nondiscretionary Costs/Savings to Local Agencies:
None.
- (c) Programs Mandated on Local Agencies or School Districts:
None.
- (d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:
None.

(e) Effect on Housing Costs:

None.

V. Re-adoption Criteria

Pursuant to Government Code Section 11346.1(h), the text of a re-adopted regulation must be the "same or substantially equivalent" to the text of the original emergency regulation. The language for the re-adopted regulatory amendment is the same as the language of the original emergency regulation.

In addition, Government Code Section 11346.1(h) specifies that the emergency rulemaking agency must demonstrate that it is making "substantial progress and has proceeded with due diligence" to comply with standard rulemaking provisions. At its October 19-20, 2016, meeting, the Commission will receive an update on testing and sampling levels of domoic acid. Past history with such situations suggested that the emergency would resolve itself within the original 180 days as domoic acid levels naturally subsided. However, at its October 19-20, 2016, meeting, the Commission is expected to determine that an emergency situation still exists and re-adopt the emergency closure for a period of 90 days beyond the initial 180-day period as it is necessary for the preservation of public health and safety. Given this unique situation, a state interagency task force that includes the Commission has been created to proactively address harmful algal blooms that result in high levels of domoic acid and to identify solutions for more quickly addressing public health and safety.

VI. Authority and Reference

The Commission proposes this emergency action pursuant to the authority vested by Sections 200, 202, 205, 220, and 240, of the Fish and Game Code and to implement, interpret, or make specific Sections 200, 202, 205, 206, 220, and 240, of said Code.

VII. Section 240 Finding

Pursuant to Section 240 of the Fish and Game Code, the Commission finds that the adoption of this regulation is necessary for the immediate protection of public health that may result from elevated levels of domoic acid detected in samples of razor clams.

Informative Digest (Plain English Overview)

The Fish and Game Commission (Commission) filed an emergency rulemaking with the Office of Administrative Law (OAL) on April 25, 2016, after samples of razor clams were found to contain high levels of domoic acid. The emergency rulemaking closed the recreational razor clam fishery in Del Norte and Humboldt counties. The emergency regulation was approved by OAL, filed with the Secretary of State, and effective on April 26, 2016. The emergency regulation will expire on October 25, 2016.

The Office of Environmental Health Hazard Assessment (OEHHA), in cooperation with the Department of Fish and Wildlife (Department), has continued to monitor domoic acid levels in razor clams along the California coast since the emergency regulation was filed. Past history with such situations suggested that the emergency would resolve itself within the original 180-day effective period of the emergency regulation as domoic acid levels naturally subsided. However, OEHHA has not yet notified the Commission that domoic acid levels in razor clams have returned to below the federal action level. Therefore, consuming razor clams from Del Norte and Humboldt counties continues to pose a significant risk to public health as determined by the Director of OEHHA, in consultation with the Director of CDPH. Thus, re-adopting the emergency closure for a period of 90 days beyond the initial 180-day period is necessary for the preservation of public health and safety.

Proposed Regulatory Action: The proposed regulation would prohibit recreational take and possession of razor clams in Del Norte and Humboldt counties. Closure of the fishery shall remain in effect until the director of OEHHA, in consultation with the director of CDPH, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed.

The Department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person taking razor clams to call the Department's hotline or visit to the Department's website to obtain the current status of any ocean water.

Benefits: The proposed regulation will protect public health and safety by prohibiting the take and possession of razor clams containing elevated levels of domoic acid.

Evaluation of Incompatibility with Existing Regulations: The proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (Sections 200, 202, 205, 220, and 240, Fish and Game Code).

Section 29.45, Title 14, CCR, is amended to read:

29.45. Razor Clams.

(a) Open season:

(1) Notwithstanding subsections (a)(2), (a)(3) and (a)(4) razor clams may not be taken or possessed in Del Norte and Humboldt counties where the Director of the Office of Environmental Health Hazard Assessment, in consultation with the Director of the California Department of Public Health, has determined that razor clams contain unhealthy domoic acid levels and recommends closing the fishery. The open seasons specified in subsections (a)(2), (a)(3) and (a)(4) only apply at such time as the Director of the Office of Environmental Health Hazard Assessment, in consultation with the Director of the California Department of Public Health, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed. The department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person prior to taking razor clams to call (831) 649-2883 or go to the department's website at www.wildlife.ca.gov/Fishing/Ocean/Health-Advisories to obtain the current status of any ocean water.

(1)(2) Little River Beach in Humboldt County: Except as provided in subsection (a)(1), Betweenbetween Mad River and Strawberry Creek open only during even-numbered years; between Strawberry Creek and Moonstone Beach open only during odd-numbered years.

(2)(3) In Del Norte County: Except as provided in subsection (a)(1), Northnorth of Battery Point open only during odd-numbered years; south of Battery Point open only during even-numbered years.

(3)(4) All other areas: Open all year, except as provided in subsection (a)(1).

(b) Limit: Twenty. The first twenty clams dug must be retained as the bag limit regardless of size or broken condition.

Note: Authority cited: Sections 200, 202, 205, 210, ~~219 and 220~~, 219, 220, and 240, Fish and Game Code. Reference: Sections 200-202, 203.1, ~~205-210 and 215-222~~, 205-210, 215-222 and 240, Fish and Game Code.

CALIFORNIA FISH AND GAME COMMISSION
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION

Emergency Action to
Amend Section 29.45,
Title 14, California Code of Regulations
Re: Emergency Closure of Razor Clam Fishery Due to Elevated Levels of Domoic Acid

I. **Statement of Facts Constituting the Need for Emergency Regulatory Action**

Under existing law, razor clams may be taken for recreational purposes with a sport fishing license subject to regulations prescribed by the Fish and Game Commission (Commission).

The current regulation specifies the seasons, size limit, and bag limit for recreational take of razor clams. The razor clam season for Humboldt County at Little River Beach is open between Mad River and Strawberry Creek only during even-numbered years and between Strawberry Creek and Moonstone Beach only during odd-numbered years. The razor clam season for Del Norte County north of Battery Point is open only during odd-numbered years and south of Battery Point is open only during even-numbered years. All other areas are open all year.

Recent test results indicate immediate action is needed to address an emergency situation involving a severe threat to public health and safety from the potential human consumption of razor clams with high levels of domoic acid harvested along the coast of Del Norte and Humboldt counties (along Crescent and Clam beaches). Domoic acid is a naturally occurring toxin that is related to a "bloom" of a particular single-celled plant called *Pseudo-nitzschia*. The conditions that support the growth of *Pseudo-nitzschia* are impossible to predict. Crustaceans, fish and shellfish are capable of accumulating elevated levels of domoic acid without apparent ill effects on the animals.

Domoic acid poisoning in humans may occur within minutes to hours after consumption of affected seafood and can result in signs and symptoms ranging from vomiting and diarrhea to permanent loss of short-term memory (Amnesic Shellfish Poisoning), coma, or death.

The current federal action level for domoic acid in clams is 20 parts per million (ppm). Data in razor clams collected this month from the coast of Del Norte and Humboldt counties show that all but one of the samples (17 out of 18) exceeded the action level of 20 ppm, with one third of the samples above 100 ppm, and therefore pose a significant risk to the public if they are consumed, as determined by the Office of Environmental Health Hazard Assessment (OEHHA) in consultation with the California Department of Public Health (CDPH). As a result,

OEHHA has recommended the fishery be closed for Del Norte and Humboldt counties.

This emergency situation clearly poses such an immediate, serious harm that delaying action to allow for public comment and notice requirements, pursuant to Section 11346.1 of the Government Code, would be inconsistent with the public interest.

Identification of Reports or Documents Supporting Factual Emergency

- California Department of Public Health, "CDPH Reminds of Warning on Razor Clams from Humboldt and Del Norte Counties," News Release, April 20, 2016
- California Office of Environmental Health Hazard Assessment, "Domoic Acid Threat to Public Health from Razor Clams in Del Norte and Humboldt Counties," Memo, April 20, 2016.

Regulatory Proposal

The proposed regulation would prohibit recreational take and possession of razor clams in Del Norte and Humboldt counties. Closure of the fishery shall remain in effect until the director of OEHHA, in consultation with the director of CDPH, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed.

The Department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person taking razor clams to call the Department's hotline at 831) 649-2883 or visit the Department's website at www.wildlife.ca.gov/Fishing/Ocean/Health-Advisories to obtain the current status of any ocean water.

II. Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

- (a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

- (b) Nondiscretionary Costs/Savings to Local Agencies:

None.

(c) Programs Mandated on Local Agencies or School Districts:

None.

(d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(e) Effect on Housing Costs:

None.

III. Authority and Reference

The Fish and Game Commission proposes this emergency action pursuant to the authority vested by sections 200, 202, 205, 220, and 240, of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 205, 206, 220, and 240, of said Code.

IV. Section 240 Finding

Pursuant to Section 240 of the Fish and Game Code, the Commission finds that the adoption of this regulation is necessary for the immediate protection of public health that may result from elevated levels of domoic acid detected in samples of razor clams.

Informative Digest (Plain English Overview)

The current regulation specifies the seasons, size limits, and bag limits for recreational take of razor clams. The razor clam season for Humboldt County at Little River Beach is open between Mad River and Strawberry Creek only during even-numbered years and between Strawberry Creek and Moonstone Beach only during odd-numbered years. The razor clam season for Del Norte County north of Battery Point is open only during odd-numbered years and south of Battery Point is open only during even-numbered years. All other areas are open all year.

Proposed Regulatory Action: The proposed regulation would prohibit recreational take and possession of razor clams in Del Norte and Humboldt counties. Closure of the fisheries shall remain in effect until the director of the Office of Environmental Health Hazard Assessment, in consultation with the director of the California Department of Public Health, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed.

The Department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person taking razor clams to call the Department's hotline at (831) 649-2883 or visit to the Department's website at www.wildlife.ca.gov/Fishing/Ocean/Health-Advisories to obtain the current status of any ocean water.

Benefits: The proposed regulation will protect public health by prohibiting the take and possession of razor clams containing elevated levels of domoic acid.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (sections 200, 202, 205, 220, and 240, Fish and Game Code).

Section 29.45, Title 14, CCR, is amended to read:

29.45. Razor Clams.

(a) Open season:

(1) Notwithstanding subsections (a)(2), (a)(3) and (a)(4) razor clams may not be taken or possessed in Del Norte and Humboldt counties where the Director of the Office of Environmental Health Hazard Assessment, in consultation with the Director of the California Department of Public Health, has determined that razor clams contain unhealthy domoic acid levels and recommends closing the fishery. The open seasons specified in subsections (a)(2), (a)(3) and (a)(4) only apply at such time as the Director of the Office of Environmental Health Hazard Assessment, in consultation with the Director of the California Department of Public Health, determines that domoic acid levels in razor clams no longer pose a significant risk to public health and no longer recommends the fishery be closed. The department shall maintain a list of closed ocean waters of the state and update that list on Wednesday of each week by 1:00 pm. It shall be the responsibility of any person prior to taking razor clams to call (831) 649-2883 or go to the department's website at www.wildlife.ca.gov/Fishing/Ocean/Health-Advisories to obtain the current status of any ocean water.

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(2) (3) In Del Norte County: Except as provided in subsection (a)(1), North-north of Battery Point open only during odd-numbered years; south of Battery Point open only during even-numbered years.

(3) (4) All other areas: Open all year, except as provided in subsection (a)(1).

(b) Limit: Twenty. The first twenty clams dug must be retained as the bag limit regardless of size or broken condition.

Note: Authority cited: Sections 200, 202, 205, 210, ~~219 and 220~~, 219, 220, and 240, Fish and Game Code. Reference: Sections 200-202, 203.1, ~~205-210 and 215-222~~, 205-210, 215-222 and 240, Fish and Game Code.

To The CHAIR-MAN..OF

RECEIVED

Date: 10/11/2016 476-1016

(476-1016) Lette... - 1 of 1

BOARD..OF SUPERVISORS

OCT 11 2016

FROM- SOHAN SINGH SAHOTA

YUBA COUNTY-CA

Clerk/Board of Supervisors
CC: ASSESSOR

2 BHUPINDER K. SAHOTA

MARYS-VILLE-CA 9590-5273

8499-MONTE CRISTO AVE
LIVINGSTON, CA. 95334.
PHONE. # 209-604-6651.

FAX. # 530-749-7353

RE. { 014-220-042
PL# { 014-220-032. }

DEAR, SIRs + Madams

OUR PROPERTA 3-ACRES IS TAKEN
STOLEN OR ROBBED BY BY YOUR ASSESSOR. DEPARTMENT
WE LIKE TO PUT TO YOU-AN Agenda Item. To COMPELL
ASSESSOR. DEPARTMENT. To. GIVE US BACK. BACK. BECAUSE
WE OR I. A.M. PAYING TAXES. Mean PROPERTY. TAXES for
40-Years SINCE 1976 SINCE WE OWN ~~THIS~~ THIS PROPERTY.
(2) PUT THIS ITEM ON AGENDA AND Notify this TO US. WE attend.

YOURS - VERY OWN

Sohan Singh Sahota
S. HAN. SINGH. SAHOTA

Bhupinder K. Sahota
BHUPINDER R. KAUR. SAHOTA

REC.

(477-1016) Lette... - 1 of 3

Committee to Restart the Yuba County Fish and Game Advisory Commission

OCT. 13

477-1016

October 13, 2016

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

Yuba County Supervisors:

The Committee to Restart the Yuba County Fish and Game Commission is submitting the attached documents with the names of Yuba County residents who are volunteering to be members of the Yuba County Fish and Game Commission. The residents of Yuba County deserve to be served by a Commission which is actively working for the benefit of wildlife and county residents.

We look forward to speaking with you about this matter.

Sincerely, *Edward W. Brann*
EDWARD W. BRANN

Dale L. Whitmore
Dale L. Whitmore

RECEIVED

OCT 18 2016

Clerk/Board of Supervisors

On August 23, 2016 the Yuba County Board of Supervisors (Board) voted to rescind the Board Resolution 1992-128 which established the Yuba County Fish and Game Advisory Commission (Commission) in June 1992. It was described in the August 23, 2016 information packet to the Board that 8 of the last 9 Commission meetings have been cancelled, mostly due to lack of a quorum.

The Commission has accomplished a long list of annual and one time projects for the public and wildlife in Yuba County. The continuance of these projects is in jeopardy. The 15 commissioners and one youth member have taken an active roll in creating and/or promoting the following projects:

1. Advising the Board on **legislation** coming before the State Fish and Wildlife Commission or the state legislature.
2. Participating in and supporting an annual **junior/women's pheasant hunt**,
3. Participating in and supporting the **Frank Allen Fishing Event** at the University of California Field Station at Browns Valley. This unique county event allows the public to fish a portion of the Yuba River which normally is inaccessible.
4. Participating in and supporting the **Jim Watson Memorial Kiwanis Youth Fishing Derby at Ellis Lake**. This event has been in existence since about 1948 and serves around 800 youth.
5. Participating in and supporting a joint **Yuba-Sutter Fair booth** with the Sutter County Fish and Game Commission.
6. Participating in and supporting the **Sierra Nevada Cleanup day** in September. This event has removed hundreds of cubic yards of trash from the Yuba and Feather River floodplains.
7. Participating in the **maintenance and cleanup of wildlife areas** in Yuba County.
8. Participated in many **Spenceville Wildlife Area Public Shooting Range cleanup days**.

To reduce the possibility of there not being a quorum of members at future meetings, the following suggestions are recommended:

- A. Lessons be provided to the commission members as to how a meeting is to be held according to the Brown Act, and
- B. The bylaws be changed to allow for alternate commission members who can vote when regular commission members are absent. This has worked very effectively for the Sutter County Fish and Game Advisory Commission.

The following persons would like to encourage the Board to pass a new resolution creating a new Yuba County Fish and Game Commission which will continue to improve the many public programs benefiting Yuba County and its wildlife. Yuba County Fish and Game Commission projects have a significant impact on residents of surrounding counties as well as Yuba County. We are volunteering to be commission members.

Name	County of Residence	Phone Number
Charles Dale Mott	Marysville	530-777-1998
Caroline Andy Lee Ream-Not		530-216-6480
Angela Lee Stodgel-Fox	Marysville	530-415-4472
ED BROWN		530-749-9574
Archie Finn	Olivehurst	530-315-1646
LARRY FLYNN	Olivehurst	742-5339
JOHN SOKOCOSKI	MARYSVILLE	530-933-1046
WILLIAM MARYSVILLE		(530) 742-4553
Russell Shelton	Marysville	530 742 1855
Mike Graning		530 353 1854
Bob Gaschke	Browns Valley	530 682-6192
Joe Belze	Browns Valley	530 237-6824
John Osbourn	Browns Valley	530 682-0562
Robert Rochin	Olivehurst	530 315 2984
David Hyatt	Loma Rica	530 635 4583
Dale Whitmore	Marysville	530 635-0046
Chris Pedigo	Marysville	530 923-9546



The County Of Yuba

Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

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



(457-1016) Admin... - 1 of 30

Public Nuisance Hearing

To: Yuba County Board of Supervisors
From: Jeremy Strang, Code Enforcement Manager
Date: October 18, 2016

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-080-035-000. The parcel is located in the unincorporated area of the County of Yuba in the community of Oregon House and is commonly referred to as 9019 Marysville Road. The property has the zoning designation RR-5, Rural Residential and is 14.75 acres in size. The property is improved with a mobilehome.

The owner of record listed on the most recent equalized tax assessment is Jevaughn Bennett, with a Bronx, New York mailing address. The Grant Deed (see **Attachment A – Grant Deed**) was recorded February 24, 2016.

Current Code Case:

Case Number: MMJ16-0131
Date: 7/15/2016
Complaint: Marijuana Cultivation
Disposition: 7/22/16 Founded; 7/22/16 cultivation of 249 marijuana plants. 9/21/16 cultivation of 137 marijuana plants; Notice and Order to Abate Public Nuisance issued.
Case Closed: N/A

On July 14, 2016, Code Enforcement received a complaint of a large outdoor marijuana grow occurring at the subject property. On July 15, 2016, Officer Christopher Monaco conducted research of the property and discovered a history of code enforcement activity at the property; the most recent being in 2014. Officer Monaco's research indicated that the property had a failed septic system and a substandard mobilehome that had been posted "Unsafe to Occupy" on February 9, 2015.

On July 15, 2016, Officer Monaco attempted to inspect the subject parcel with negative results. Officer Monaco affixed a copy of summary provisions of the Yuba County Marijuana Ordinance along with his business card and a note requesting any occupant to contact him.

On July 22, 2016, Officer Monaco accompanied the Yuba County Sheriff's Department in the execution of a criminal search warrant. During his inspection, Officer Monaco observed 249 marijuana plants in multiple cultivation areas. Officer Monaco issued a Notice and Order to Abate Public Nuisance for the cultivation of marijuana, the illegal occupancy of a recreational vehicle and a substandard mobilehome, the illicit discharge of sewage, and the accumulation of junk, trash and debris. The Sheriff's Department did not seize the marijuana plants; the Notice and Order to Abate Public Nuisance ordered the removal of the nuisances on or before July 23, 2016.

On September 21, 2016, an Inspection Warrant ["Warrant"] (see **Attachment B – 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. The same violations, to a varying degree, as well as the same subjects as listed in the original Notice and Order were observed.

Public Nuisance Declared:

On September 21, 2016, pursuant to his observations, Officer Monaco issued a second 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, 137, exceeded the maximum amount allowed
3. The cultivation of marijuana was not within a qualifying accessory structure

The previous enforcement action, including the Administrative Penalty and subsequent Administrative Appeal, pursuant to the Notice and Order to Abate Public Nuisance issued on July 22, 2016, was vacated.

The new Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment C – Notice and Order**) was issued to the property owner and cultivator Jevaughn Bennett as well as other identified cultivators: Mena Saefong, Dexton Blackstock, Delroy Rhoden, and Shaun Hendricks. The Order was personally served to Mena Saefong, and posted on the property. A copy of the Order was also mailed to Jevaughn Bennett 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 Yuba County Ordinance Code violations:

1. 7.40.300A Outdoor cultivation of 137 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. 7.40.310 Lack of a dwelling
6. 7.40.320A3 Use of extension cords in lieu of permanent wiring
7. 7.40.340 Failure to register marijuana cultivation prior to cultivating
8. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
9. 7.40.400B Cultivation of marijuana on a parcel that does not have an occupied, legally established dwelling
10. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants
11. 7.40.400G Any violation of any local, state, or federal law:
 - a. Chapter 7.35 Accumulation and storage of inoperable vehicles

- b. Chapter 7.36 Maintaining an environment for the propagation and harborage of vector and vermin
- c. Chapter 10.05 Construction without first obtaining a building permit
- d. Chapter 10.20 Emplacement and occupancy of a recreational vehicle as a place of human habitation

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 personally served and posted on September 21, 2016, and all nuisances were ordered to be removed by September 22, 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 \$14,800.00 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 September 21, 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 23, 2016, Jevaughn Bennett, through his attorney Charnel James, filed a timely request for a hearing to appeal the determination of a public nuisance (see **Attachment G – Request for Hearing**); The request for hearing was 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 \$419,581.02. 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.

7.40.310 Cultivation Restrictions

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

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:

- B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance 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:

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

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:

- G. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.*

***Yuba County Ordinance Code § 7.35.010** The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property, not including highways, is hereby found to create a condition having the potential to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects to be injurious to the health, safety, and general welfare*

***Yuba County Ordinance Code § 7.36.310(a)(1)** Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public*

***Yuba County Ordinance Code § 7.36.310(a)(7)** ...property which is likely to or does harbor rats or other vectors, feral cats, and other non-domesticated animal nuisances*

***Yuba County Ordinance Code 7.36.310(a)(10)** Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal*

***Yuba County Ordinance Code § 10.05.640** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy*

***Yuba County Ordinance Code § 10.20.030** No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter*

unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

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.

Previous Code Cases:

Case Number: 94-608
Date: 1994
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Closed w/Compliance
Case Closed: Unknown

Case Number: CE03-0416
Date: 5/23/2003
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: unfounded
Case Closed: 3/3/2004

Case Number: CE10-0090
Date: 2/23/2010
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Closed w/partial compliance – pending new complaints
Case Closed: 5/16/2012

Case Numbers: CE14-0303 & EHC14-0060
Date: 11/25/2014
Complaint: Failed Septic; Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Posted UNSAFE TO OCCUPY; Closed New Owner
Case Closed: 4/5/2016

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 19, 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 \$14,800.00 per day is accurate
5. Find that the enforcement costs of \$419,581.02 accrued to date (see **Attachment H – 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.

2016 002030

02/24/2016 11:18 AM Page 1 of 2

Total Fee: \$120.50 TTax: \$93.50

Recorded in Official Records

County of Yuba State of CA

Terry A. Hansen

County Clerk and Recorder



RECORDING REQUESTED BY
First American Title Company

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
Jevaughn Bennett
604 Baker Ave., Apt #3
Bronx, NY 10460

Space Above This Line for Recorder's Use Only

A.P.N.: 048-080-035-000

File No.: 12023-5087266 (AP)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$93.50; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- [☒] computed on the consideration or full value of property conveyed, OR
[☐] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[**Unincorporated**] unincorporated area; [☐] City of **Oregon House**, and
Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Dan Diaz, a married man as his sole and separate property**

hereby GRANTS to **Jevaughn Bennett, a single man**

the following described property in the **unincorporated** County of **Yuba**, State of **California**:
Area

PARCEL 1:

PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 89-19", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA ON DECEMBER 23, 1991 IN BOOK 57 OF MAPS, PAGE 42.

PARCEL 2:

AN EASEMENT FOR ROAD & UTILITY PURPOSES OVER THAT PORTION OF PARCEL 3 OF "PARCEL MAP 89-19", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA ON DECEMBER 23, 1991 IN BOOK 57 OF MAPS, PAGE 42 DESIGNATED AND DELINEATED "60" ROAD & UTILITY EASEMENT.

Mail Tax Statements To: **SAME AS ABOVE**

Attachment A - Grant Deed

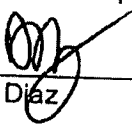
Grant Deed - continued

Date: 02/05/2016

A.P.N.: 048-080-035-000

File No.: 12023-5087266 (AP)

Dated: February 05, 2016


Dan Diaz

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

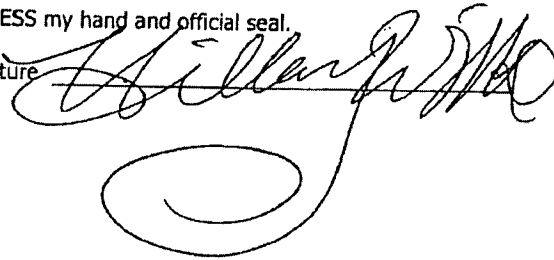
STATE OF Nevada)SSCOUNTY OF Churchill)On 9th February 2016 before me, Hillary Wilke, Notary Public, personally appeared Dan Diaz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

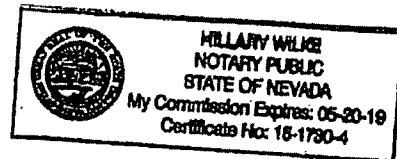
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



This area for official notarial seal.



SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA

(457-1016) Admin... - 11 of 30

In the Matter of the Application
Of the County of Yuba

NO. CRSW16-168
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:

9019 Marysville Road, Oregon House, CA 95962; Assessor's Parcel Number: 048-080-035

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.

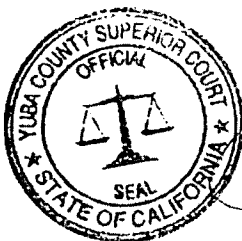
Which inspection shall include, but not be limited to, the interior of all structures, vehicles, and fenced marijuana grow areas with locks located on the subject property and extend from property boundary to property boundary of the above-described property.

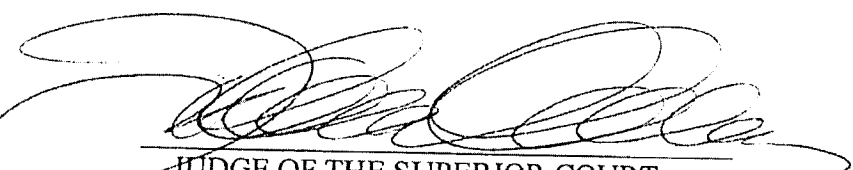
The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.
The warrant shall be returned to the undersigned judge upon its execution.

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 20 day of September 2016, at 1:21 AM/PM.




JUDGE OF THE SUPERIOR COURT
DEBRA L. CEVENS

Attachment B - Warrant



The County Of Yuba

(457-1016) Admin... - 12 of 30

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

MMJ16-0131

CULTIVATOR(S) INFORMATION:	PROPERTY OWNER INFORMATION:
JEVAUGHN BENNETT, MENA SAEFONG, DEXTON BLACKSTOCK, DELROY RHODEN, SHAUN HENDRICKS 9019 MARYSVILLE RD OREGON HOUSE, CA 95962	JEVAUGHN BENNETT 604 BAKER AVE, #3 BRONX, NY 10460-2799 9019 MARYVILLE RD OREGON HOUSE, CA 95962

VIOLATION ADDRESS: 9019 MARYSVILLE ROAD, OREGON HOUSE, CA 95962

APN: 048-080-035

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: 137
 - ☒ 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: 137
- ☒ **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
 - ☐ Grading without a permit in violation of the Yuba County Development Code, Chapter 11.23
 - ☐
 - ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately and not later than 9/22/2016.

YOU ARE HEREBY ADVISED that Administrative Penalties pursuant to 7.36 and 7.40 in the amount of **\$ 14,800.00 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

x PERSONAL SERVICE- Mena Saefong

☒ CERTIFIED MAIL 7015 3010 0002 2971 7689 \$7696

DATED: September 21, 2016

Original signed by Chris Monaco

Chris Monaco
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, Billing # 753

cc: Law office of Charnel James



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

(457-1016) Admin... - 15 of 30

Billing Statement

DATE	INVOICE #
9/22/2016	753

BILL TO:

Property Owner:
 Jevaughn Bennett
 Cultivators:
 Mena Saefong, Dexton Blackstock, Delroy
 Rhoden, Shaun Hendricks

CASE INFORMATION

Number: MMJ16-0131
 Officer: C. Monaco
 APN: 048-080-035
 9019 Marysville Road, Oregon House
 Cert # 7015 3010 0002 2971 7689 & 7696

			TERMS	DUE DATE
			Net 30	10/22/2016
SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
7/14/2016	Received Complaint, Opened Case	147.00	0.5	73.50
7/15/2016	Research Property	147.00	0.5	73.50
7/15/2016	Inspection Attempted	147.00	0.25	36.75
7/22/2016	Inspection w/ YCSO	147.00	1	147.00
8/2/2016	Notice of Non-Compliance	147.00		147.00
8/2/2016	CDSA Processing Fee, Recording	73.50		73.50
9/20/2016	Warrant Prep for Inspection	147.00	4	588.00
9/21/2016	Inspection Two (2) Officers	147.00	1	147.00
9/21/2016	Notice & Order to Abate	1,470.00		1,470.00
9/21/2016	Admin Penalty - 1 Day (9/21/16)	14,800.00		14,800.00
9/22/2016	CDSA Support Fees (6%)	165.38		165.38
*Please note: Administrative Penalty continues to accrue at a rate of \$14,800.00 per day.				
			Total	\$17,721.63

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
 REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE AT Attachment C - Notice & Order

COUNTY OF YUBA

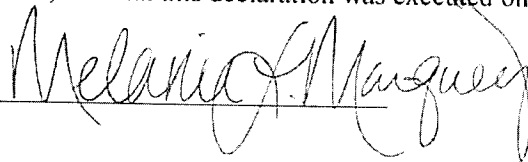
PROOF OF SERVICE

I served a copy of the foregoing **Notice & Order to Abate Public Nuisance (MMJ16-0131)** and **Billing Statement #753** on the following persons by:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:
Name: Jevaughn Bennett
Address: 604 Baker Avenue #3, Bronx, NY 10460
Date of Delivery to Post Office: September 22, 2016
Registration No.: 7015 3010 0002 2971 7689
- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant/cultivator(s)**:
Name: Jevaughn Bennett, Mena Saefong, Dexton Blackstock, Delroy Rhoden, Shaun Hendricks
Address: 9019 Marysville Road, Oregon House, CA 95962
Date of Delivery to Post Office: September 22, 2016
Registration No.: 7015 3010 0002 2971 7696
- ☒ **Mailing**, postage prepaid, First Class Mail to the **attorney(s)**:
Name: Law Office of Charnel James
Address: 500 Olive Street, Marysville, CA 95901
Date of Delivery to Post Office: September 22, 2016

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 22, 2016 at Marysville, California.

Signed



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

7015 3010 0002 2971 7689

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

For delivery information, visit our website at www.usps.com

9/22/16 CM N#0/Billing*753
 Certified Mail Fee \$ 9019 Marysville

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 Apt.
 City, State, Z

Jevaughn Bennett
 604 Baker Avenue #3
 Bronx, NY 10460

Postmark
 Here

7015 3010 0002 2971 7696

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

For delivery information, visit our website at www.usps.com

9/22/16 CM N#0/Billing*753
 Certified Mail Fee \$ 9019 Marysville

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 Apt.
 City, State, Z

Jevaughn Bennett, Mena Saefong,
 Dexton Blackstock, Delroy Rhoden,
 Shaun Hendrix
 9019 Marysville Road
 Oregon House, CA 95962

Postmark
 Here

ADMINISTRATIVE PENALTY WORKSHEET

7.40.550A-C

Case #: MMJ16-0131

APN: 048-080-035

Owner: Jevaughn Bennett

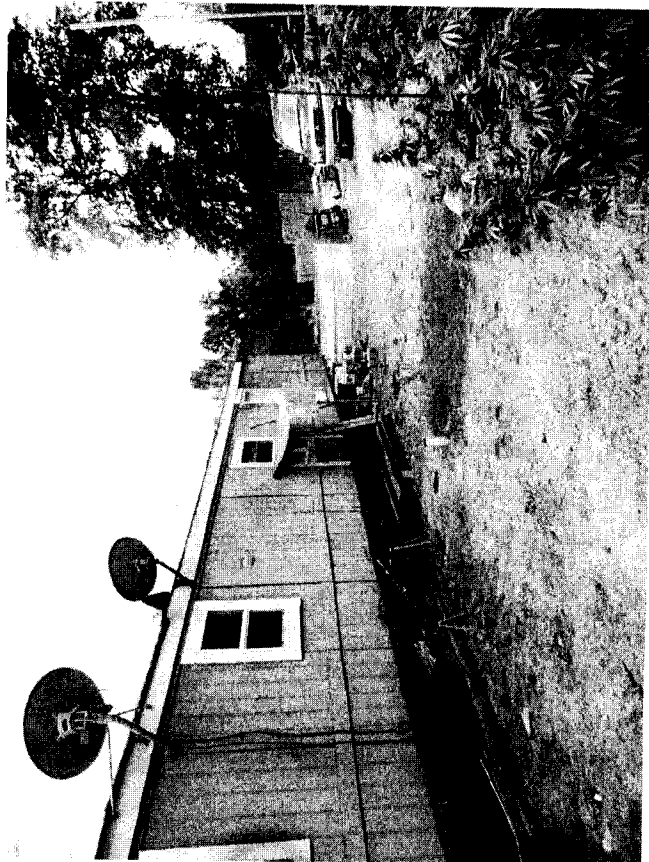
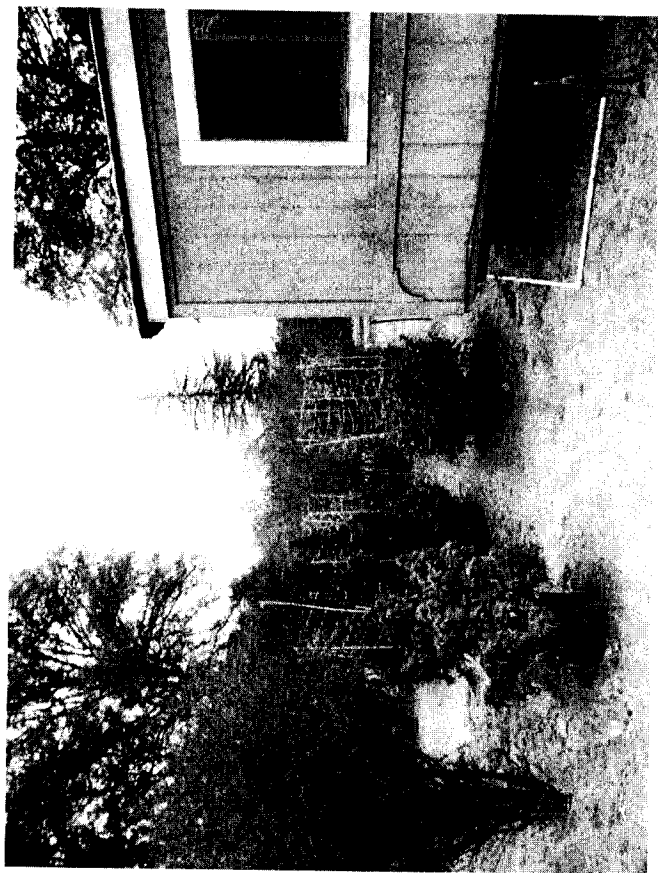
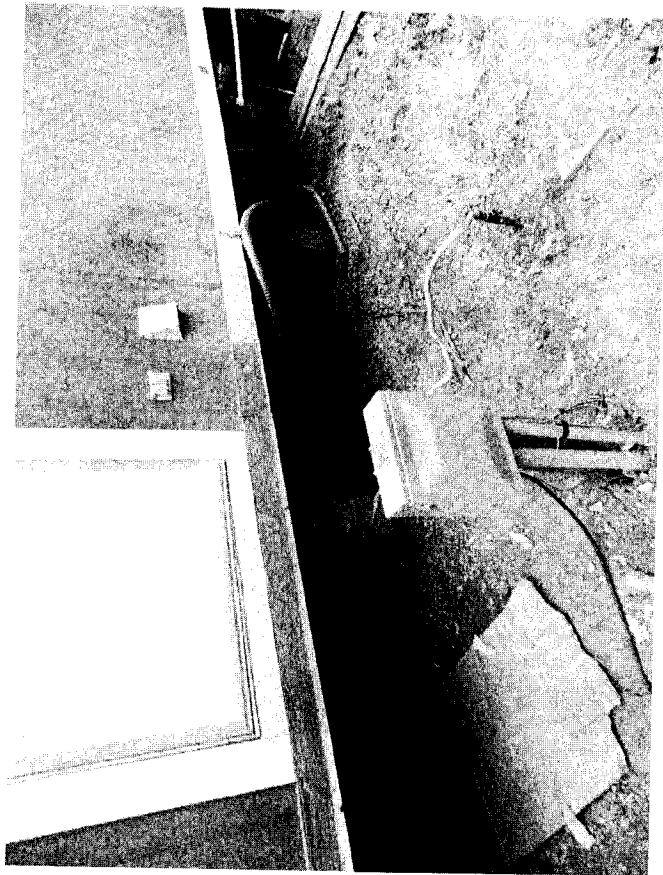
Situs: 9019 Marysville Road, Oregon House, CA 95962

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on	Number of Plants 137	X \$100.00	\$13,700.00
	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
	Lack of Legally Established Dwelling 7.40.310	\$100.00	\$100.00
	Use of Extension Cord(s) 7.40.320A3	\$100.00	\$100.00
	Lack of Registration 7.40.340	\$100.00	\$100.00
	Encampment and Occupancy of a Recreational Vehicle, YCOC, Chapter 10.20	\$100.00	\$100.00
	Construction of a building without a permit, YCOC Chapter 10.05	\$100.00	\$100.00
	Accumulation and storage of inoperative vehicles, YCOC, Chapter 7.35	\$100.00	\$100.00
	Accumulation of junk, trash, and debris, YCOC, Chapter 7.36	\$100.00	\$100.00
		Grand Total:	\$14,800.00

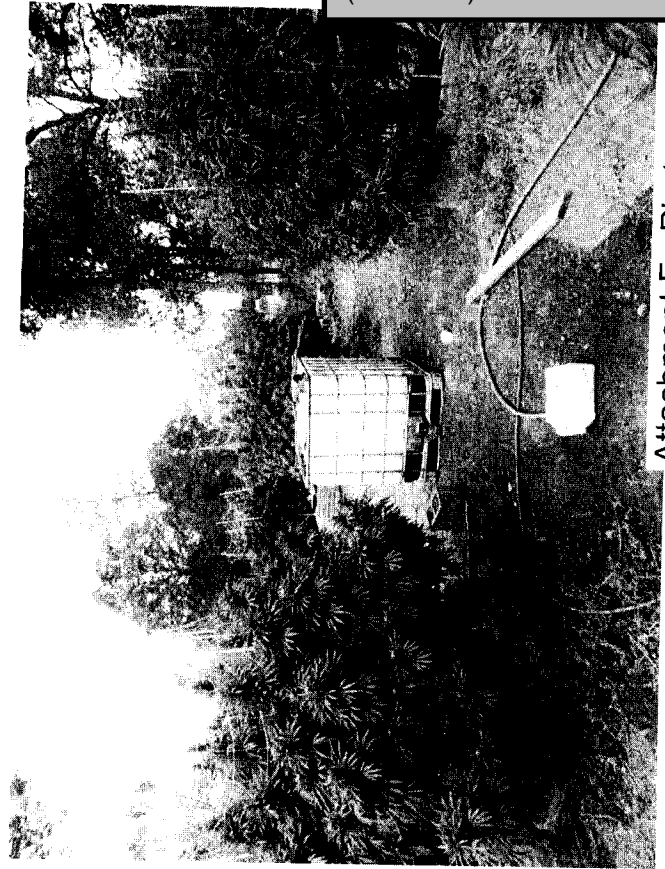
9019 Marysville Road

Oregon House, CA

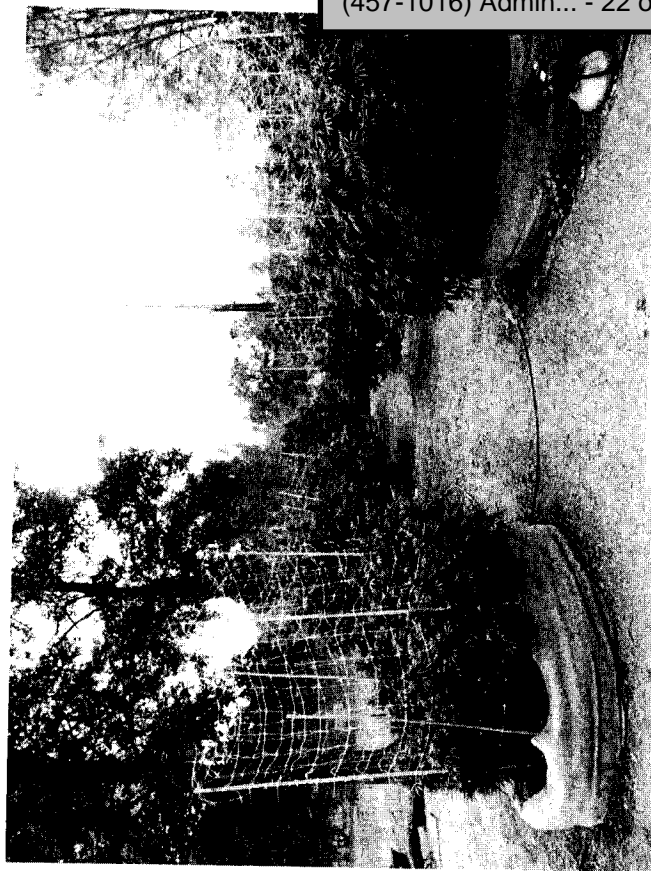
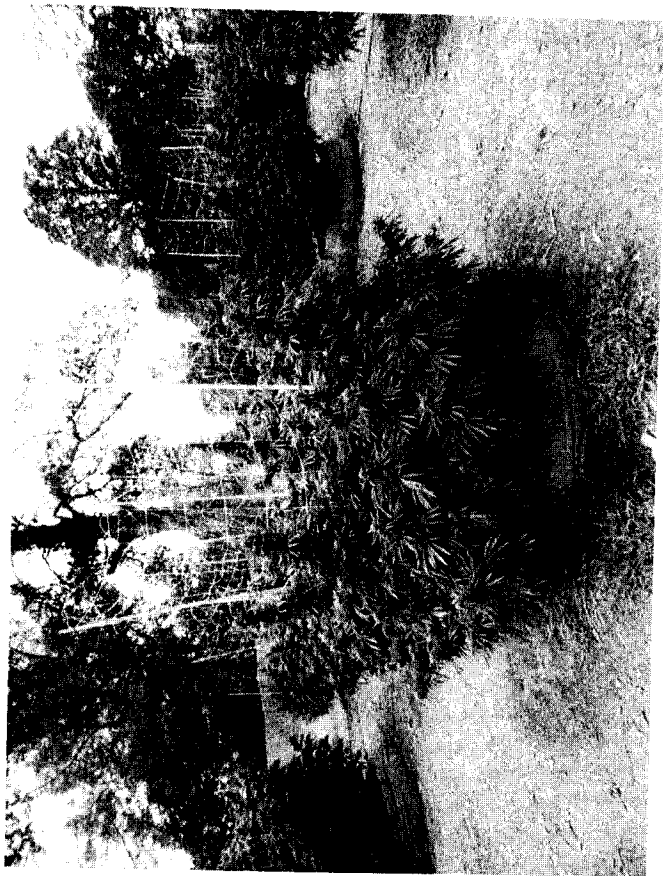
Attachment F - Photographs

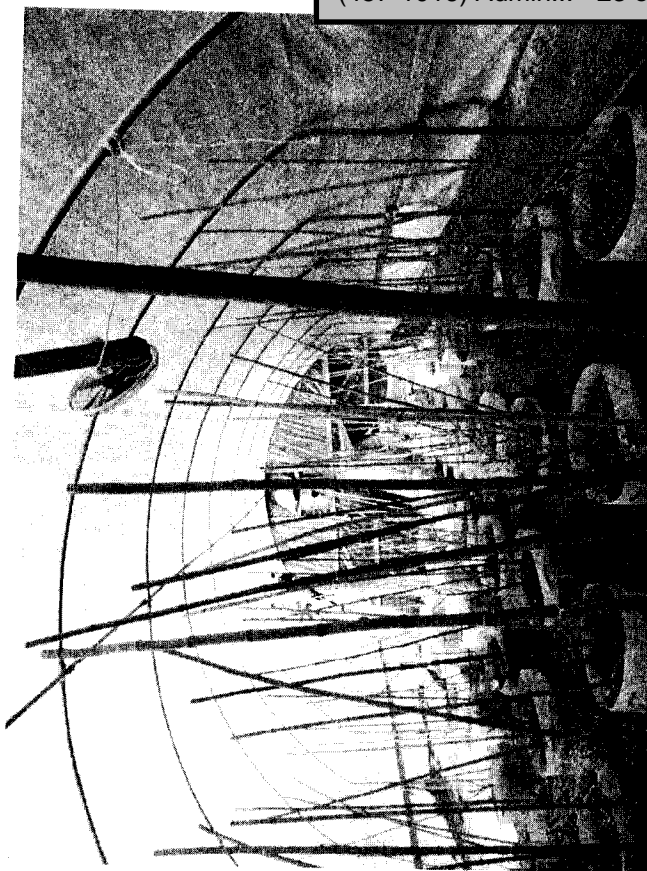
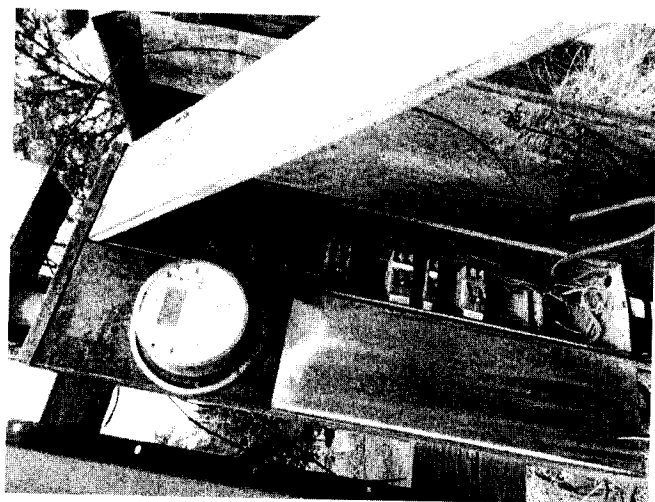


Attachment F - Photographs

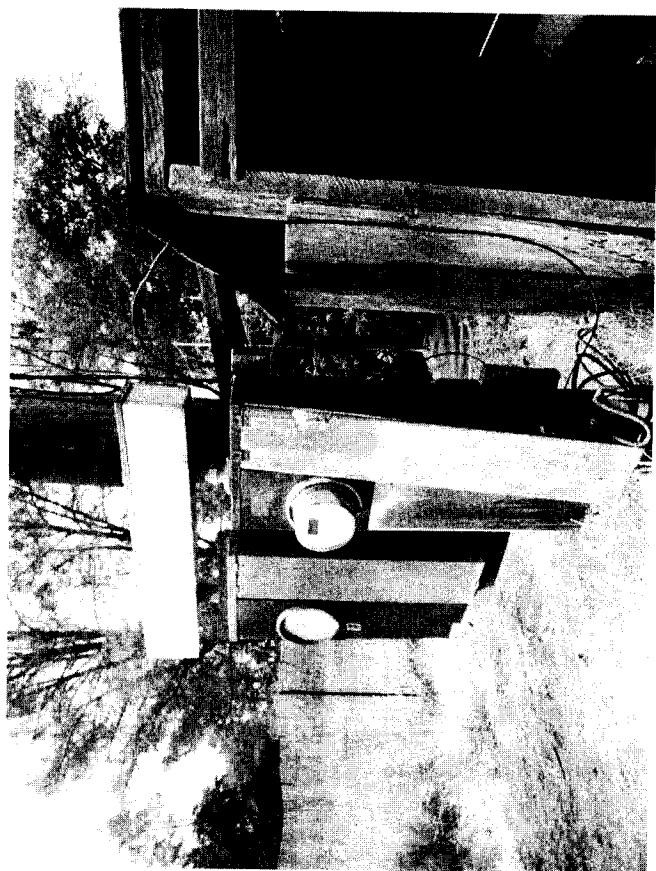


Attachment F - Photographs

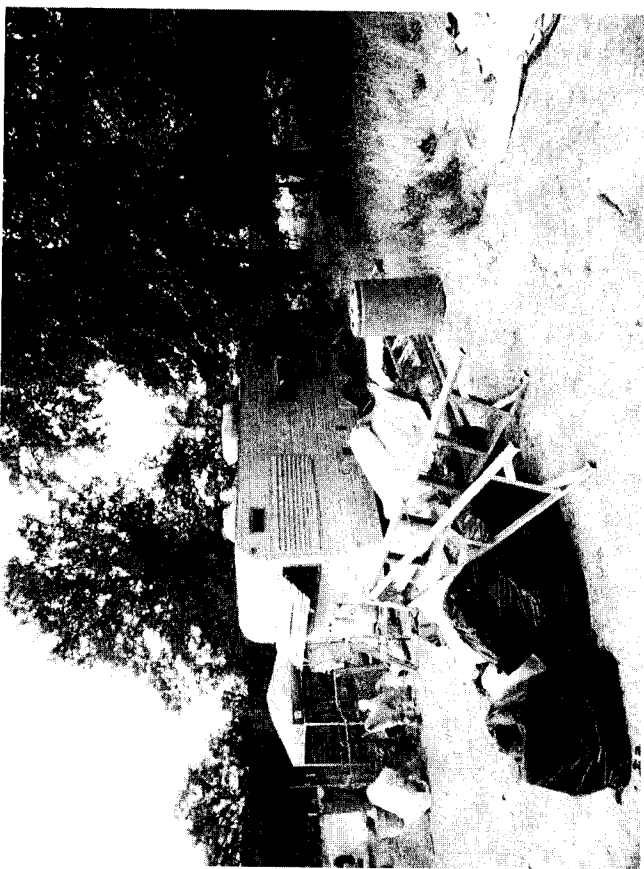
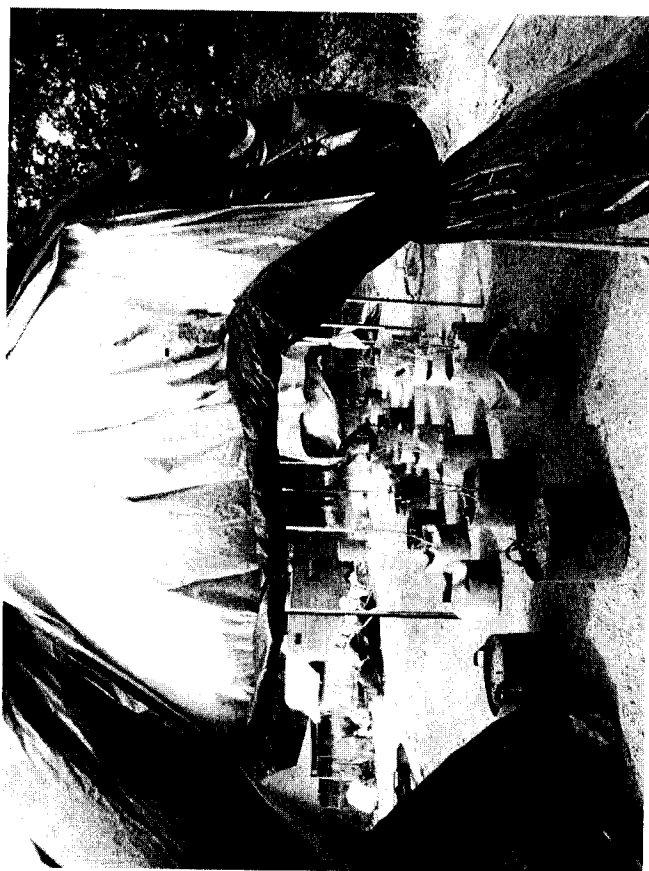
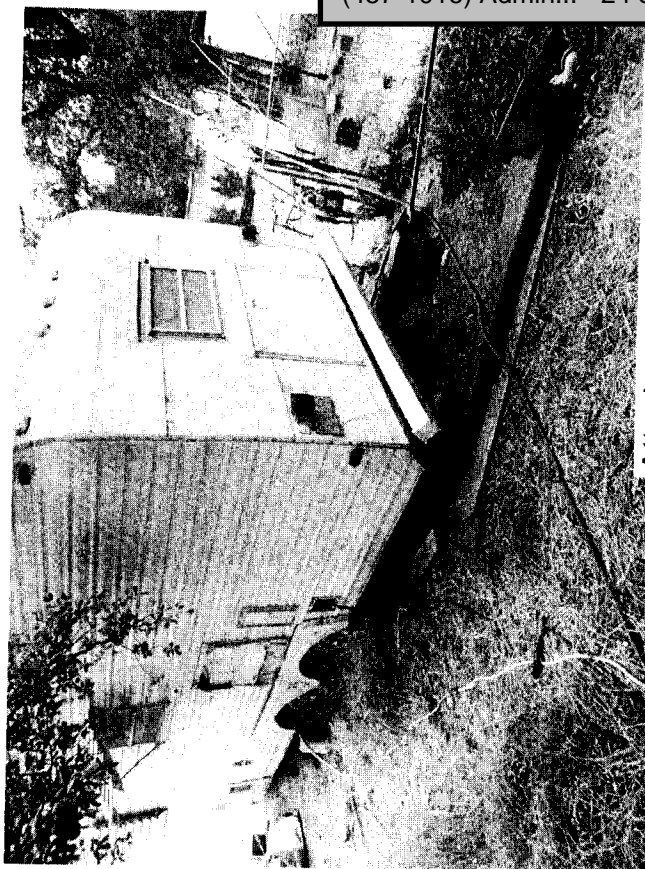


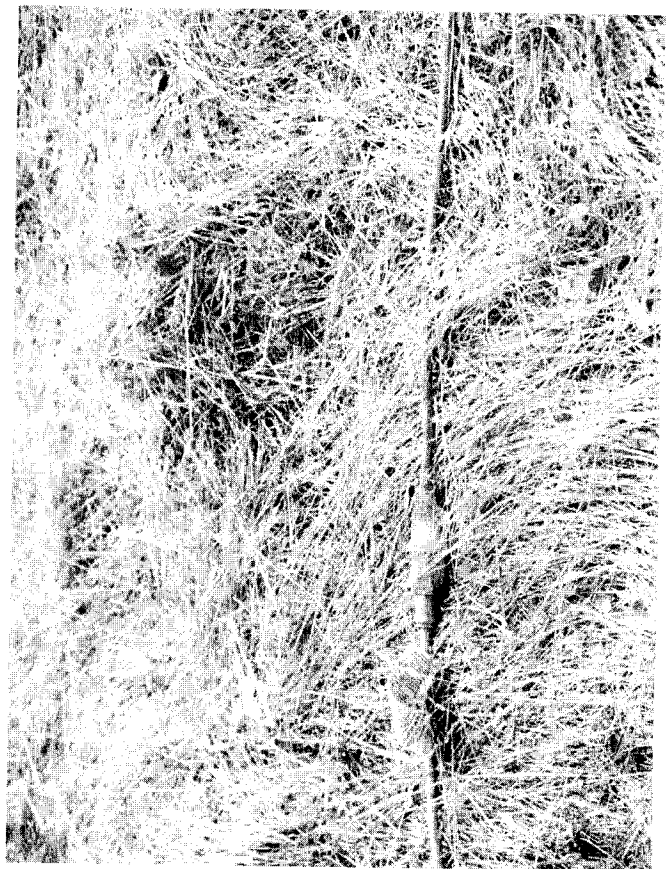
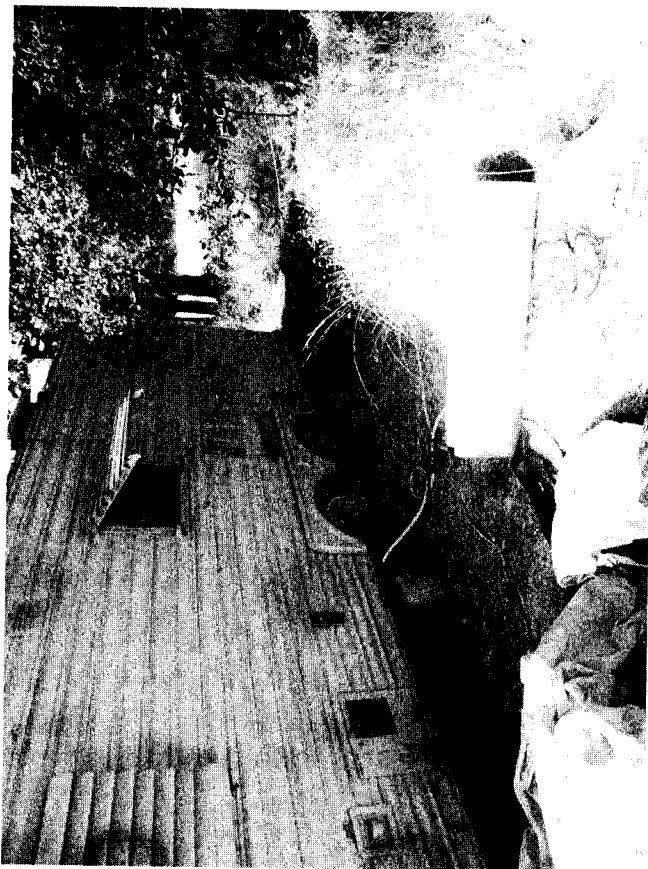
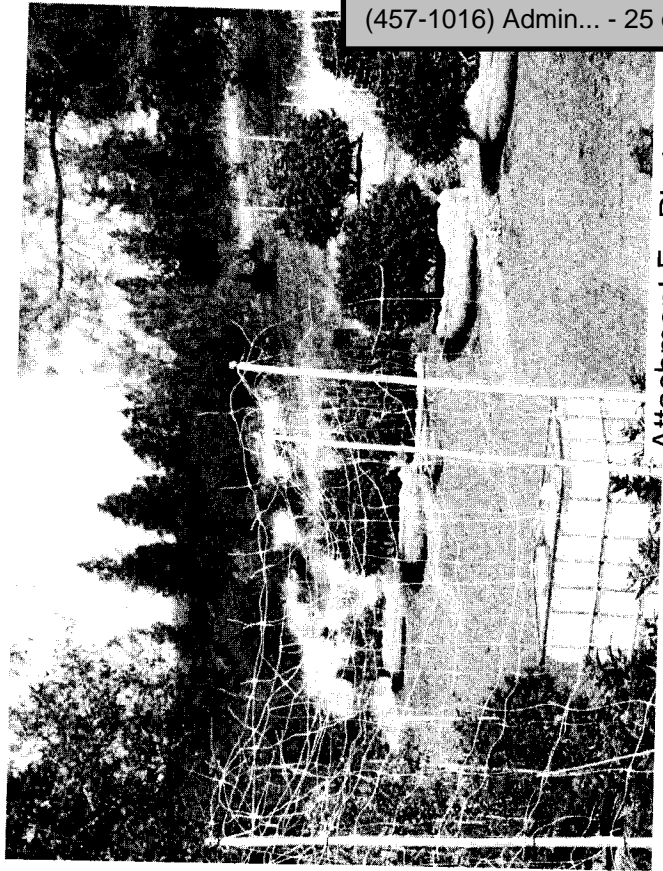
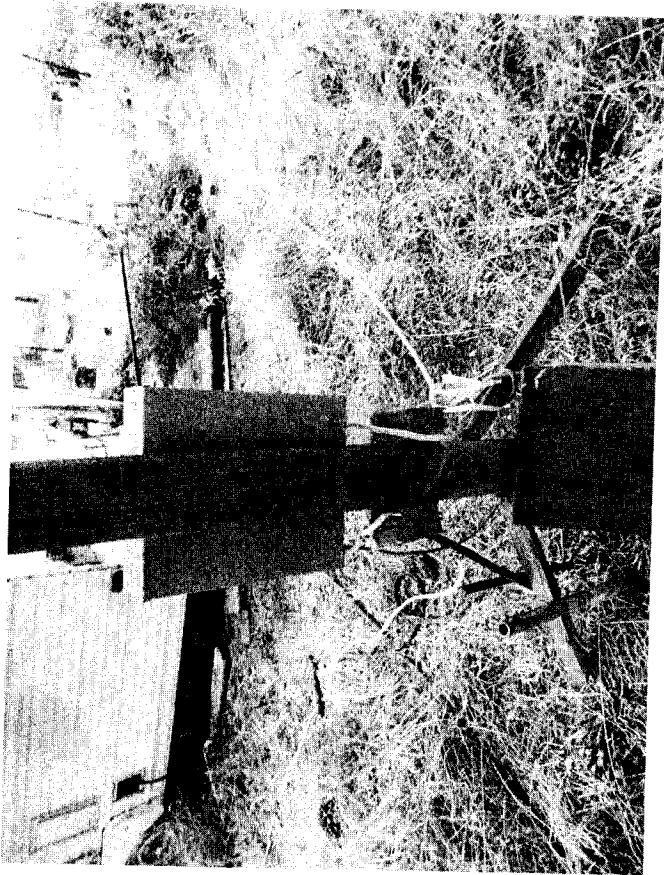


Attachment F - Photographs

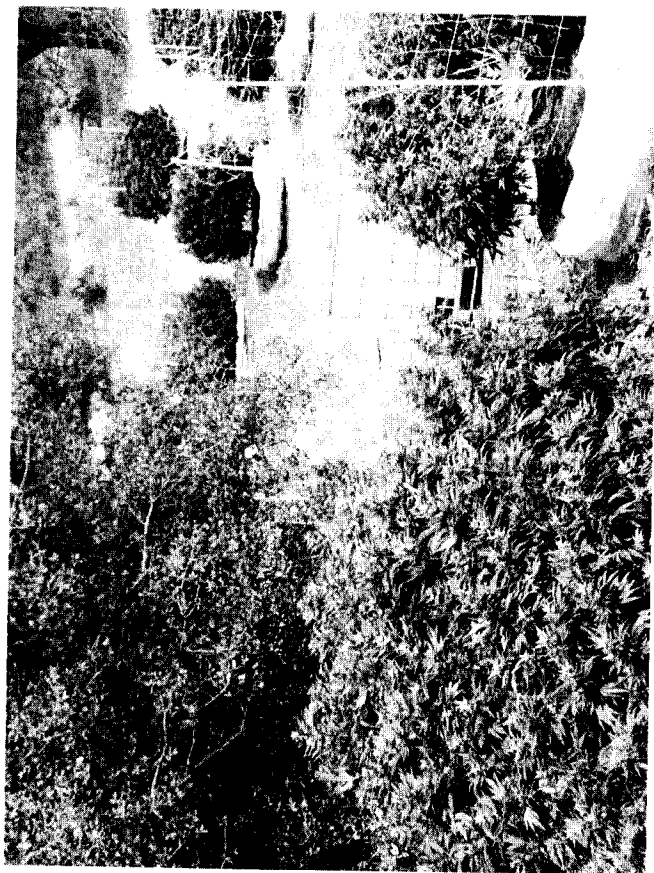
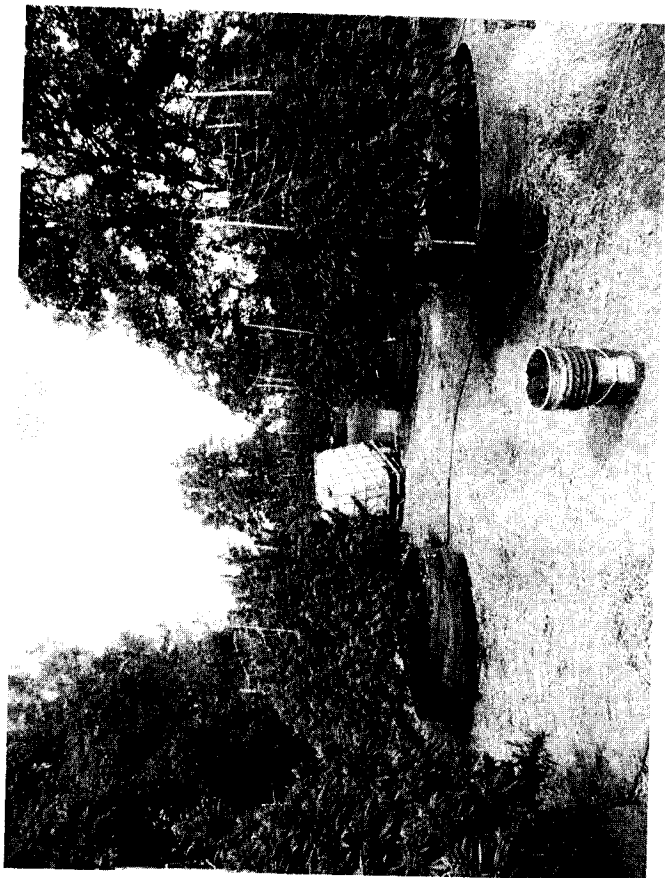


Attachment F - Photographs





Attachment F - Photographs





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SEP 26 2016

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

(457-1016) Admin... - 27 of 30

Law Office of Charnel James
A New Dawn in Legal Representation

Charnel James, Esq

September 23rd, 2016

The County of Yuba
Community Development Department / Code Enforcement
Attn: Jeremy Strang and Chris Monoco
915 8th Street, Suite 123
Marysville, CA 95901

**RE: Amended Appeal of Citation, MMJ16-0131,
Violation Property Address: 9019 Marysville Road, Oregon House, CA 95962
APN: 048-080-035**

Dear Sirs,

I have been retained by a person of interest, to represent them in all matters related to their use of the property located on **9019 Marysville Road, Oregon House, CA 95962 (APN 048-080-035)**. This will act as the official request for an appeal of the citation dated 9/21/16. In that citation they were cited for the following violations:

- 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.

1. Outdoor cultivation 7.40.300A
2. Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 137
3. Water source/discharges 7.40.300D
4. Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E
5. Lack of dwelling 7.40.310
6. Use of extension cord(s) 7.40.320A3
7. 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: 137

- 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:

1. Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20

2. Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance code, Chapter 10.05

3. Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35

4. 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

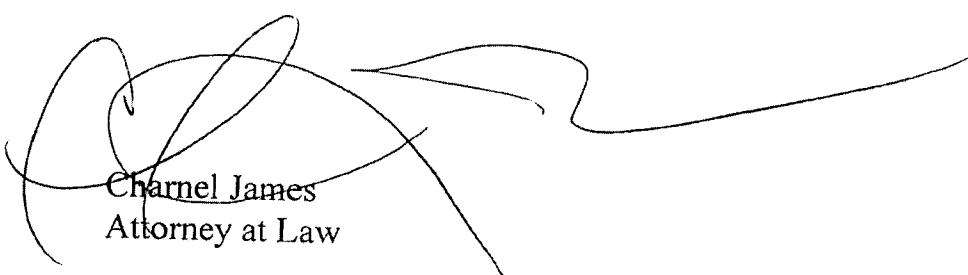
It is my clients position that they are in compliance with the current ordinance, and that there is no actual neighborhood complaint. I will be representing either the client or tenant at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

On September 21, 2016 my client received the Notice and Order to Abate Public Nuisance and was given until September 22, 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, it is our understanding that the previous fees paid would be transferred from the previous appeal.

Sincerely,



Charnel James
Attorney at Law

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 18, 2016

Case #: MMJ16-0131

APN: 048-080-035

Owner: Jevaughn Bennett

Situs: 9019 Marysville Road, Oregon House, CA 95962

Date	Reason for Charge	Hours	Total
7/14/2016	Received Complaint, Opened Case*	0.5	\$ 73.50
7/15/2016	Research Property*	0.5	73.50
7/15/2016	Inspection Attempted*	0.25	36.75
7/22/2016	Inspection with YCSO*	1.0	147.00
9/20/2016	Warrant Prep for Inspection*	4.0	588.00
9/21/2016	Inspection, Two (2) Officers*	1.0	147.00
10/3/2016	Inspection from Right-of-Way	0.25	36.75
10/4/2016	Return of Warrant	1.0	147.00
10/5/2016	Inspection from Right-of-Way	0.25	36.75
10/5/2016	Hearing Prep	3.0	441.00
10/6/2016	Hearing Prep	3.0	441.00
10/7/2016	Hearing Prep	5.0	735.00
10/10/2016	Hearing Prep	2.0	294.00
	Total Staff Hours Billed at \$147.00 per Hour	21.75	\$ 3,197.25
8/2/2016	Notice of Non-Compliance*	FEE	147.00
8/2/2016	CDSA Processing Fee, One Document*	FEE	73.50
9/21/2016	Notice and Order to Abate Public Nuisance*	FEE	1,470.00
10/18/2016	Administrative Penalty, 28 Days @ \$14,800.00 Per Day Accrued Daily, September 21, 2016 - October 18, 2016	PENALTY	414,400.00
10/18/2016	CDSA Support Fee (6%)	FEE	293.27
		Total	\$419,581.02

* Charges are reflected in Unpaid Billing Statement #752

* Charges are reflected in Unpaid Billing Statement # 753