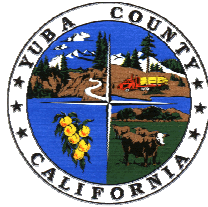


BOARD OF SUPERVISORS

AGENDA



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.

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

TUESDAY, APRIL 04, 2017

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.

5:00 P.M. BOARD OF SUPERVISORS SPECIAL MEETING

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CLOSED SESSION

- 23-2017** Pending litigation pursuant to Government Code Section 54956.9 (d)(1) - Hedrick vs. Grant
- 101-2017** Labor Negotiations pursuant to Government Code 54947(a) DDAA/YCEA/Negotiator Jill Abel
- 66-2017** Pending litigation pursuant to Government Code 54956.9(d) (1) Fellowship vs. Yuba County
- 77-2017** Personnel pursuant to Government Code 54957(b)(1) Department Head Evaluation - Appointment/County Counsel

ADJOURN

5:55 P.M. YUBA COUNTY PUBLIC FACILITIES CORPORATION

6:00 P.M. BOARD OF SUPERVISORS REGULAR MEETING

PLEDGE OF ALLEGIANCE - Led by Supervisor Bradford

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 78/2017** Administrative Services: Adopt resolution authorizing full reconveyance of Lot 2, Yuba County Industrial Park Site No. 5, APN 013-560-020 to Siller Brothers Inc., and authorizing the Chair to execute Request for Full Conveyance.
- 90/2017** Administrative Services: Approve agreement for Professional Services with Mead & Hunt for engineering services for FAA Grant AIP 3-06-0149-017-2016 and authorize Chair to execute.

**BOARD OF SUPERVISORS
REGULAR MEETING**

- 85/2017** Administrative Services: Adopt resolution authorizing County Administrator to file an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program identified as AIP 3-06-0149-018 and execute all necessary documents.
- 79/2017** Board of Supervisors: Reappoint Melinda Staples as a Categorical Representative on First Five Yuba Commission with a term to end April 27, 2020.
- 96/2017** Board of Supervisors: Appoint Russell Ensslin to Yuba County Planning Commission as a District Two Representative with a term to end January 11, 2021.
- 97/2017** Board of Supervisors: Reappoint Dwight Moore as Director to Brownsville Cemetery District with a term ending February 26, 2021.
- 102/2017** Clerk of the Board: Approve meeting minutes of March 21, 2017.
- 88/2017** Community Development and Services: Adopt resolution authorizing the Public Works Director to complete the purchase of the western 3.3 acres of APN 019-270-028 for the Goldfields Parkway project, including the execution of any and all necessary documents needed to complete purchase/escrow upon review and approval of County Counsel.
- 70/2017** Human Resources and Probation Department: Adopt resolutions amending the Classification System-Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Probation Department, effective April 1, 2017.
- 80/2017** Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency proclamation due to Flood Waters.
- 81/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to Historic Rainfall.
- 83/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.
- 84/2017** Office of Emergency Services: Adopt a resolution proclaiming the existence of an ongoing local emergency due to Tree Mortality.
- 95/2017** Office of Emergency Services: Adopt resolution designating Director of Emergency Services, Emergency Operations Manager, or Auditor authorizing agents to apply, execute applications, agreements, and assurances for Disaster Assistance from State of California Governor's Office of Emergency Services.

SPECIAL PRESENTATIONS

- 82/2017** Special Presentation: Receive semiannual progress report from Yuba County Historic Resources Commission. (Ten minute estimate)
- 94/2017** Special Presentation: Present proclamation declaring April 2017 Child Abuse Prevention Month. (Ten minute estimate)

BOARD OF SUPERVISORS REGULAR MEETING

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. Note: No Board action can be taken on comments made under this heading.

COUNTY DEPARTMENTS

- 103/2017** County Administrator: Review legislation and approve correspondence updating support for AB1 and SB1 Transportation Funding and Reform Package; supporting AB 810 Local Alternative Transportation – Feather River Crossing; opposing SB54 Law Enforcement Sharing Data; and authorize Chair to execute. (Fifteen minute estimate)
- 87/2017** Health and Human Services: Approve agreement with Habitat for Humanity Yuba/Sutter for assistance with ADA compliant renovations at F Street property and authorize Chair to execute. (Ten minute estimate)
- 119/2017** Sheriff-Coroner: Authorize Sheriff to execute contract with Sapphire Marketing Group for the development and implementation of a Strategic Marketing Plan and authorize budget transfer in the amount of \$81,000 from General Fund Contingency to Sheriff's Professional Services account. (Roll Call Vote) (Ten minute estimate)

ORDINANCES AND PUBLIC HEARINGS

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

- 35/2017** Ordinance - Hold public hearing, waive second reading, and adopt ordinance amending Section 2.25 of the Yuba County Ordinance Code changing the regular board meeting schedule to the second and fourth Tuesday of each month at 9:00 a.m. (County Counsel) (30 minute estimate) (Roll Call Vote).
- 74/2017** Ordinance - Hold public hearing, waive second reading, and adopt ordinance amending sections of Chapter 7.40 of the Yuba County Ordinance Code relating to limited changes to align with the legal requirements of Proposition 64, as applicable to the unincorporated areas of Yuba County. (Community Development and Services Agency) (30 minute estimate) (Roll Call Vote)

CORRESPONDENCE

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

**BOARD OF SUPERVISORS
REGULAR MEETING**

- 93/2017** Independent Audit of financial records for Browns Valley Cemetery District for Fiscal Years ending June 30, 2014 and June 30, 2015.
- 100/2017** Notice from California Fish and Game Commission regarding Use of Dogs for Pursuit/Take of Mammals.
- 104/2017** Letter from California Governor's Office of Emergency Services regarding United States Small Business Administration Physical Disaster Declaration which includes Yuba County.
- 105/2017** Notice from Central Valley Regional Water Quality Control Board regarding scheduled public Meeting dates and locations.

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.

RECESS TO APRIL 6, 2017 9:00 A.M. WORKSHOP

- 99/2017** Receive information regarding commercial activities associated with Medical Cannabis Regulation and Safety Act and Adult Use of Marijuana Act. (90 minute estimate)

ADJOURN

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

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services: Approve the subject resolution for the full reconveyance of Lot 2, Yuba County Industrial Park Site No. 5, PN 013-560-020 ,to Siller Brothers Inc., and authorize the Chair to execute a Request for Full Conveyance

DATE: April 4, 2017

NUMBER: 78/2017

Recommendation

Approve the subject resolution for the full reconveyance of Lot 2, Yuba County Industrial Park Site No. 5, PN 013-560-020, to Siller Brothers Inc., and authorize the Chair to execute a Request for Full Conveyance

Background

The subject property was sold to Siller Brothers, Inc. for the relocation of facilities to the Yuba County Airport. The negotiated sale included cash and a promissory note for the balance to be paid over a period of 15 years. The Company has paid the promissory note in full and has requested a reconveyance of the property.

Discussion

The escrow was originally opened with North State Title Company which has since been bought out by Old Republic Title Company.

Committee Action:

This item was not presented to the Committee for action as it is an administrative process to allow the company to take title to the property that has now been paid in full.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments

Resolution, Deed, and Promissory Note

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING A FULL
RECONVEYANCE TO SILLER BROTHERS, INC.,
AND CANCELLATION OF THE PROMISSORY
NOTE RELATED TO LOT 2, AIRPORT
INDUSTRIAL PARK SITE NO. 5, APN 13-560-020**

Resolution No. _____

WHEREAS, on the 22nd day of October, 2002, the Board of Supervisors adopted a resolution of intention to sell real property described therein and proposed to sell said real property to the highest and best bidder upon the terms and conditions contained in said resolution; and

WHEREAS, on the 15th day of November, 2002, the Board awarded the sale of the property to SILLER BROTHERS, INC., after having been found the highest and best responsible bidder; and

WHEREAS, the Board approved the purchase by means of a Promissory Note, dated September 22, 2003, secured by a Deed of Trust; and

WHEREAS, the Promissory Note was paid in full on September 26, 2016.

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

1. The facts set forth above in this Resolution are true and correct.
2. The Board hereby approves the termination of the Promissory Note dated September 22, 2003.
3. The Board hereby approves the Full Reconveyance of the Deed of Trust for Lot 2, Airport Industrial Park Site No. 5, APN 13-560-020, and hereby authorizes the Chairman to execute the same and to cause such instrument to be recorded again the Property in the Official Records of the County of Yuba.

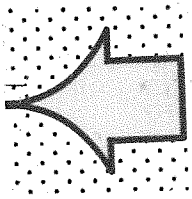
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of April, 2017, by the following vote:

AYES:

NOES:

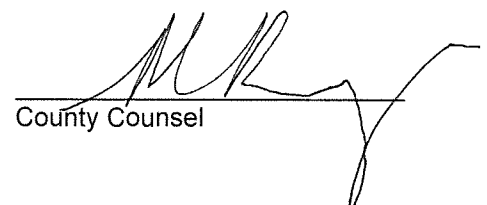
ABSENT:

Chairman



ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:



County Counsel

RECORDING REQUESTED BY

North State Title Company

Escrow No. 02200518

Order No.

02200518

AND WHEN RECORDED MAIL TO

The County of Yuba
C/o Mary Hansen, Airport Manager
1364 Sky Harbor Drive
Marysville, CA 95901

78-2017 Adopt re... - 5 of 12

RECORDED ON

09/21/2004 10:06AM

REC FEE: 0.00

TRANS TAX:

PENALTY FEE:

PCOR FEE:

MONUMENT FEE:

ADDL INDEX FEE:

LIEN NOTICE FEE:

PR PENALTY FEE:

PAGE 1 OF 4

DEPUTY INITIALS: AGM

SPACE ABOVE.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

A.P.N. 13-560-020

This Deed of Trust, made this 22nd day of September, 2003, between

Sillier Brothers Inc., herein called Trustor,

whose address is P.O. Box 1585, Yuba City, CA 95992,

North State Title Company, a California corporation, herein called Trustee, and

The County of Yuba A Public Corporation, herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in unincorporated area, YUBA County, California, described as:

Parcel 2 as shown on Parcel Map No. 80-38, filed in the office of the County Recorder of Yuba County, California, on October 31, 1980 in Book 33 of Maps, at page 45.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$117,300.00 executed by Trustor in favor of Beneficiary or order.
3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)

2
4

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length.

78-2017 Adopt re... - 6 of 12

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such actions or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior to or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him/her/them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy this document (unless directed in such request to retain it).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his/her/their own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not the repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

4/4

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust, Trustor agrees, hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the county where said property is located, noted below opposite the name of the county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

Series 2 Book 1961, Page 183887

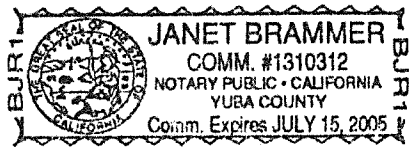
(which provisions, identical in all counties, are printed on attached herewith) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA }
COUNTY OF Yuba } SS.
On September 17, 2004 before me, the undersigned Notary Public, personally appeared

Signature of Trustor
Siller Brothers Inc. *Neal Siller*
By: **Neal Siller , President**

Neal Siller
personally known to me (or 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.



WITNESS my hand and official seal.
Signature *Janet Brammer*

(This area for official notarial seal)

FOR RECONVEYANCE SEND TO THE NEAREST OFFICE OF NORTH STATE TITLE COMPANY
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.
Dated _____

TO NORTH STATE TITLE COMPANY, Trustee:
The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By) _____
(By) _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.
DO NOT RECORD/FOR INFORMATION PURPOSES

PROMISSORY NOTE
SILLER BROTHERS, INC.
AND
COUNTY OF YUBA

78-2017 Adopt re... - 9 of 12

Marysville, California

\$117,300.00

Date: September 22, 2003

For value received, the undersigned promises to pay to the order of the COUNTY OF YUBA, a political subdivision of the State of California, at its office in Marysville, CA, or upon assignment or transfer of this note by the payee, and written notice thereof to the undersigned, at such other place as may be designated from time to time by assignee or transferee, **ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED DOLLARS**, with interest on the outstanding balance commencing on September 21, 2004

Payments shall be made in equal installments, each in the amount of \$ 810.05, including interest at Three PERCENT (3%), commencing on the 21st day of October, 2004 and continuing due and payable on the 21st day of each month thereafter until September 21, 2019

This promissory note evidences, and related collateral is given to secure, a loan made by the payee to the undersigned. Payment on this note shall be applied in this order:

1. To interest;
2. To principal; and,
3. To the late fee set forth in this note.

LATE CHARGE:

In the event payee or its agent or assignee accepts a late payment after the fifteenth day of the month in which a payment is due, the undersigned agrees to pay a late payment charge equal to five percent of the late amount on \$100.00, whichever is greater, as compensation for additional efforts.

DEFINITIONS:

The term "indebtedness" as used herein shall mean the indebtedness evidenced by this note, including principal, interest, late payment charges, and expenses (including but not limited to the expenses related to the care and preservation of collateral), whenever contingent, now due, or hereafter to become due. The term "collateral" as used in this note shall mean any funds, guaranties, or other property, or rights therein of any nature whatsoever, or the proceeds thereof, which are, or hereafter may be hypothecated, directly or indirectly, by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The collateral, and each part thereof, shall secure the indebtedness and each part thereof. The covenants and conditions set forth or referred to in any instruments of hypothecation constituting the collateral are hereby incorporated in this note as covenants and conditions of the undersigned with the same force herein. The term "payee" shall mean the Yuba

County Airport and Industrial Development Department, or its assignee or transferee. The term "undersigned" shall mean the borrower under this note.

PREPAYMENT:

Prepayment can be made without penalty under this note. The prepayment amount shall include the prorated interest, principal, and any late charges or other expense payments incurred by the borrower as related to this note, due at the time of prepayment.

ACCELERATION:

The indebtedness shall immediately become due and payable, upon the appointment of a receiver and liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any state or federal insolvency law or under the provisions of the Bankruptcy Code of 1978 or upon the making by the undersigned of an assignment for the benefit of its creditors. Payee is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: 1. Failure to pay any part of the indebtedness when due; 2. Nonperformance by the undersigned of any agreement with, or any condition imposed by, the payee; 3. Failure of the undersigned or any person acting on behalf of the undersigned to disclose any material fact, in any application, declaration or other document delivered to the payee or any misrepresentation by or for the benefit of the undersigned in such document; 4. The reorganization, merger, or consolidation of the undersigned, or the making of an agreement therefor, without the prior written consent of the payee; 5. The sale of the collateral, or any part of it or any interest in it, or any alienation of the collateral by operation of law or otherwise, or any agreement to alienate the collateral, by the undersigned; 6. The undersigned's failure duly to account to payee at such time or times as may be required, for any of the collateral, or proceeds thereof coming into the control of the undersigned; 7. The institution of any suit affecting the undersigned deemed by the payee to affect adversely its interest hereunder in the collateral or otherwise; 8. Any change, without prior written approval by payee, affecting ten or more percent in the legal or equitable ownership of the undersigned for any reason other than a shareholder's death; 9. Any other event prohibited by the related security or other instruments; or, 10. Any violation by the undersigned or county regulations. Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof. Upon acceleration pursuant this paragraph, the indebtedness shall be computed in the same manner as it set forth in the paragraph entitled "Prepayment."

COLLATERAL:

Upon the nonpayment of the indebtedness, or any part thereof, when due, whether by acceleration or otherwise, payee is entitled, according to its interest, to any proceeds derived from the sale of the whole or any part of the collateral at public or private sale. The undersigned hereby waives all rights to redemption or appraisement whether before or after sale. Payee is further empowered to convert into money all or any part of the collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the collateral in

transactions with the undersigned or any third party. Whenever any item of the collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, payee shall then have the same rights and powers with respect to such item of the collateral as are granted in respect thereof in this paragraph in case of nonpayment of the indebtedness, or any part thereof when due. None of the rights, remedies, privileges, or powers of payee expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other such power now or hereafter existing in favor of payee, whether at law or in equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the collateral; and regardless of any action taken by payee, there shall no duty upon payee in this respect. The undersigned shall pay all expenses of any nature, including but not limited to reasonable attorney's fees and costs, which payee may deem necessary in connection with either the satisfaction of the indebtedness, or the administration and preservation (including, but not limited to, adequate insurance), of the collateral. Payee is authorized to pay at any time, and from time to time, any or all of such expenses, add the amount of such payment to the amount of the indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this note.

The security rights of payee shall not be impaired by any indulgence, including but not limited to: 1. Any renewal, extension, or modification which payee may grant with respect to the indebtedness or any part thereof; 2. Any surrender, compromise, release, exchange, or substitution which payee may grant in respect of the collateral; or, 3. Any indulgence granted in respect to any endorser, guarantor, or surety. The payee of this note, should the collateral, any guaranty, and any other document (or any of them), be sold, transferred, or pledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this note as if said purchaser, transferee, or pledgee were originally named as payee in this note.

SILLER BROTHERS, INC.

By Neel Siller

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The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Airport: Approve agreement for Professional Services with Mead & Hunt for engineering services for FAA Grant AIP 3-06-0149-017-2016

DATE: April 4, 2017

NUMBER: 90/2017

Recommendation

Recommend the Board approve the agreement between the County of Yuba and Mead and Hunt, Inc. and authorize the Chairman to execute the agreement.

Background:

The engineering services are for the completion of an Airport Pavement Management Plan (APMP) for the Yuba County Airport. The APMP is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. The report will include a discussion of the pavement distress, pavement condition ratings, maintenance and repair recommendations, and associated cost estimates.

Discussion:

The Yuba County Airport has received a grant from the Federal Aviation Administration for completion of this project covering 90 percent of the cost or \$31,050. The total project cost is \$34,500.00. The 10 percent grant match or \$3,450 will be covered by the Airport Enterprise Fund.

Committee Action:

This item was not presented to the Public Facilities Committee as it is considered routine and the project has previously been before the Board of Supervisors on December 15, 2015.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments

Agreement with Mead and Hunt

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for engineering services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the County"), and

MEAD & HUNT, INC.
"Consultant"

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

OPERATIVE PROVISIONS

1. Services.

The Consultant shall provide those services described in Attachment "A, Scope of Services." Consultant shall provide said services at the time, place and in the manner specified in Attachment "A", Phase 1 through 4.

2. Term.

Commencement Date: February 1, 2017

Termination Date: August 31, 2017

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for Consultant and County approval.

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

3. Payment.

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

4. Facilities, Equipment and Other Materials and Obligations of County.

Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

5. Additional Provisions.

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

6. General Provisions.

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

7. Designated Representatives.

Mary Hansen, Airport Manager, is the representative of the County and will administer this Agreement for the County. Joakim Osthus, P.E., is the point of contact for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

8. Attachments.

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

- Attachment A - Scope of Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Requirements

9. Termination. County and Consultant shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

_____, 2017.

"County"
County of Yuba


Chairman, Board of Supervisors

"Consultant"
Mead & Hunt



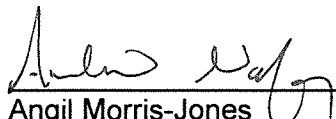
VICE PRESIDENT

INSURANCE PROVISIONS
APPROVED:



Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones
County Counsel

ATTACHMENT A
SCOPE OF SERVICES

YUBA COUNTY AIRPORT
Scope of Services
for Airport Pavement Management Program

February 2017

The County of Yuba (County) desires to obtain engineering services to prepare an Airport Pavement Management Program (APMP) for Yuba County Airport (Airport). The term APMP can be used interchangeable with "airport pavement management system" (APMS), "pavement management program" (PMP), and "pavement maintenance-management program" (PMMP). The methods and techniques used in preparation of the APMP shall be in conformance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5380-7B, "*Airport Pavement Management Program*." The APMP is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. Federally obligated airports should perform a detailed inspection of their airport every year, and every three years if a Pavement Condition Index (PCI) survey is performed.

FAA guidance requires the County to establish and perform a Pavement Classification Number (PCN) analysis at the Airport, which can be included as part of the APMP study. The PCN analysis will be conducted on County-maintained airfield pavements at Yuba County Airport. Per FAA request, the Consultant will utilize the "Aircraft Method" as described in AC 150/5335-5C to derive PCN values. These values may be adjusted as necessary for any pavement areas that serve aircraft under 12,500 pounds.

GEOTECHNICAL INVESTIGATION

- Not included in project scope of work.

APMP REPORT

APMP Report Preparation

The Consultant will review, if available, pavement historical records provided by the Airport, including any pavement construction history and previous APMP reports, and prepare an inventory of existing pavement. The following will be depicted:

- Identification of runways, taxiways, and aprons broken into sections having similar properties;
- Measured dimensions and calculated areas of pavements and pavement sections;
- Type of pavement surface material; and
- Year of construction and most recent rehabilitation (if known), and the type of funding used for the projects (Federal or County funds).

Deliverables:

- Draft APMP Report.
 Consultant will prepare a draft APMP report detailing analysis and recommendations for County review. The report will include a discussion of the pavement distress, pavement condition ratings, maintenance and repair recommendations, and associated cost estimates. Drawings will be included depicting Pavement Features and Pavement Condition Ratings. A color graphic will be prepared to illustrate the PCN information calculated for the designated airfield pavements.
- Final APMP Report.
 After County's review, Consultant shall incorporate County's comments, finalize, and provide two (2) copies of the final report and an electronic copy to the County.

Duration:

- Draft APMP Report – Twenty (20) working days (following receipt of notice to proceed).
- Final APMP Report – Fifteen (15) calendar days (following receipt of draft report review comments).

Visual Condition Survey and Analysis.

1. A visual conditions survey of the existing paved areas will be performed by the Consultant. The visual conditions survey results will be reviewed by a civil engineer licensed in the State of California and experienced with design and evaluation of pavements in accordance with FAA standards.
2. Based on the findings of the visual conditions survey, Consultant will calculate a PCI rating for each evaluated section of pavement.

Deliverables:

- An AutoCAD drawing that graphically shows condition ratings of the pavement will be prepared, along with a PDF. (To be included in APMP report.).

Duration:

- Concurrent with APMP report preparation.

Maintenance Program and Costs.

1. The report will include recommendations for maintenance projects to be implemented by the County within the next ten (10) years. Construction cost estimates for these recommended maintenance projects will be included in the report.

Deliverables:

- An exhibit showing recommended maintenance projects will be prepared (to be included in APMP report).

Duration:

- Concurrent with APMP report preparation

PCN Calculations and Analysis.

1. The PCN will be determined by the "aircraft method" method in accordance with FAA AC 150/5335-5C.
2. A current aircraft fleet mix will be utilized in the PCN calculations as will the current type of aircraft using the airfield pavements.
 - a. The Consultant will request and obtain the available aircraft traffic data based on purchased information available on the FAA Traffic Flow Management System Counts website.
 - b. If aircraft traffic data is not available on FAA Traffic Flow Management System Counts website, the Consultant will rely on the County to provide the most reliable traffic information available. The information may be obtained from Fixed Base Operator counts and based aircraft information.

Deliverables:

- Up to six PCN models will be determined, including at least one for each of the following pavement areas: Runway 14-32; Runway 5-23; Taxiway A; Taxiway B; Tie-down Apron (to be included in APMP report).

Duration:

- Concurrent with APMP report preparation

CONSULTANT EXPERTISE REQUIRED

The Consultants will be Civil Engineers experienced in the evaluation and design of airport pavements in accordance with FAA standards. The Consultants will be registered in the State of California to practice their professions.

SERVICES PROVIDED BY THE COUNTY AND EXTRA SERVICES

The County and Consultant agree that the following items are excluded from the Consultant's scope of work. The County can choose to add these items to the Consultant's work. Any such added items will then be considered as extra services.

1. Any environmental analysis necessary for the preparation of this APMP report.
2. If available, fleet mix data to be provided by the County.
3. If available, the County shall provide record drawings and design reports from previous airfield pavement projects and any previous APMP reports.
4. Airside escorts for pavement visual conditions investigation team.
5. Provide NOTAMS, as necessary.
6. Review of draft documents.
7. Any added services not covered under this Scope of Services.

COMPENSATION FOR SERVICES

1. For the services described in this Scope of Services, the County shall pay the Consultant a lump sum amount of Thirty-three Thousand Six Hundred Eight Dollars (\$33,608.00). This cost shall not be exceeded without written authorization from the County. Payments will be made monthly based on the percentage of each task completed. A breakdown of the costs are included as *Attachment 1*.
2. Payment for any extra services requested by the County will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Western Standard Billing Rate Schedule (2016), included as *Attachment 2*. The Consultant will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the County. Any additional services must be authorized in writing by the County.

Attachments: *Attachment 1 – Fees and Payment Schedule*

Attachment 2 – Mead & Hunt, Inc. Western Standard Billing Rate Schedule (2016)

Fees and Payment Schedule**Attachment 1**

ID	Task Name	Work	Cost
1	MYV APMP 2016 DESIGN SERVICES	223 hrs	\$33,608.00
2	Contract Administration	39 hrs	\$6,274.00
3	Prepare project scope & proposal	9 hrs	\$1,468.00
	Sr. Project Engineer	1 hr	\$216.00
	Administrative Assistant	2 hrs	\$190.00
	Project Engineer	6 hrs	\$1,062.00
4	Prepare Contract & Sub Contracts	6 hrs	\$855.00
	Sr. Project Engineer	1 hr	\$216.00
	Administrative Assistant	3 hrs	\$285.00
	Project Engineer	2 hrs	\$354.00
5	Project Coordination	18 hrs	\$2,889.00
	Project Engineer	9 hrs	\$1,593.00
	Engineer 3	9 hrs	\$1,296.00
6	General Contract Administration	6 hrs	\$1,062.00
	Project Engineer	6 hrs	\$1,062.00
13	APMP Report	184 hrs	\$27,334.00
14	Visual Condition Survey	50 hrs	\$8,506.00
	Project Engineer	18 hrs	\$3,186.00
	Engineer 3	32 hrs	\$4,608.00
	Mileage	730	\$657.00
	Meals	1	\$55.00
15	Analysis of Visual Condition Survey	16 hrs	\$2,436.00
	Project Engineer	4 hrs	\$708.00
	Engineer 3	12 hrs	\$1,728.00
16	Maintenance Program and Costs	23 hrs	\$3,477.00
	Project Engineer	5 hrs	\$885.00
	Engineer 3	18 hrs	\$2,592.00
17	PCN Calculation and Analysis	20 hrs	\$2,968.00
	Engineer 2	4 hrs	\$532.00
	Project Engineer	4 hrs	\$708.00
	Engineer 3	12 hrs	\$1,728.00
18	Report Preparation	60 hrs	\$8,150.00
	Administrative Assistant	10 hrs	\$950.00
	Project Engineer	10 hrs	\$1,770.00
	Engineer 3	30 hrs	\$4,320.00
	Technician 3	10 hrs	\$1,110.00
19	Draft Report Submittal	4 hrs	\$460.00
	Administrative Assistant	1 hr	\$95.00
	Project Engineer	1 hr	\$177.00
	Clerical	1 hr	\$77.00
	Technician 3	1 hr	\$111.00
20	County Review of Draft Submittal	0 hrs	\$0.00
21	Incorporation of Review Comments	7 hrs	\$877.00
	Administrative Assistant	2 hrs	\$190.00
	Project Engineer	1 hr	\$177.00
	Engineer 3	2 hrs	\$288.00
	Technician 3	2 hrs	\$222.00
22	Final Report Submittal	4 hrs	\$460.00

Fees and Payment Schedule**Attachment 1**

ID	Task Name	Work	Cost
	<i>Administrative Assistant</i>	<i>1 hr</i>	<i>\$95.00</i>
	<i>Project Engineer</i>	<i>1 hr</i>	<i>\$177.00</i>
	<i>Clerical</i>	<i>1 hr</i>	<i>\$77.00</i>
	<i>Technician 3</i>	<i>1 hr</i>	<i>\$111.00</i>

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2016

Standard Billing Rates

Clerical	\$77.00 / hour
Interior Designer, Technical Editor	\$103.00 / hour
Senior Editor	\$152.00 / hour
Registered Land Surveyor	\$117.00 / hour
Accounting, Administrative Assistant	\$95.00 / hour
Technician I, Technical Writer	\$88.00 / hour
Technician II, Surveyor - Instrument Person	\$103.00 / hour
Technician III	\$111.00 / hour
Technician IV	\$134.00 / hour
Senior Technician	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I	\$121.00 / hour
Engineer II, Scientist II, Architect II, Planner II	\$133.00 / hour
Engineer III, Scientist III, Architect III, Planner III	\$144.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	\$164.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$216.00 / hour
Senior Associate	\$263.00 / hour
Principal	\$273.00 / hour
Senior Client/Project Manager	\$273.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$0.90 / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2016, and will remain in effect until December 31, 2016, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

ATTACHMENT B

PAYMENT

B.1 Base Contract Fee. The Consultant shall be paid for services in connection with the project. County shall pay Consultant on a time-and-expense basis in accordance with Consultant's "Standard Billing Rate Schedule" in effect at the time the services are rendered, unless a lump sum amount is negotiated for any individual task. The Consultant's "Standard Billing Rate Schedule" is attached as Attachment A, Scope of Services, Attachment 1. The total charges and payments under this Agreement shall not exceed Thirty-three Thousand Six Hundred Eight Dollars (\$33,608.00) unless specifically authorized in writing by County. Consultant shall submit invoices to County covering work accomplished in the preceding month and County shall pay said invoices within thirty (30) days of receipt.

B.2 Travel Costs. For any Consultant travel requested by County, County shall pay travel costs and associated expenses in accordance with the Consultant's "Standard Billing Rate Schedule, Attachment A, Scope of Services, Attachment 2."

B.3 Authorization Required. Services performed by Consultant and not authorized in this Agreement shall not be paid for by County. Payment for additional services shall be made to Consultant by County if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

None.

ATTACHMENT D

GENERAL PROVISIONS

D.1 Independent Contractor Status. At all times during the term of this Agreement, the following apply:

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

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

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

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

D.1.5 Consultant may provide services to others during the same period service is provided to County under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

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

D.2 Licenses, Permits, etc. Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed. Failure of the Consultant to comply with this provision shall authorize the County to immediately terminate this agreement notwithstanding Operative Provision No. 9.

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

D.4 Indemnity. Consultant shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Consultant in the performance of services rendered under this Agreement by Consultant, or any of Consultant's officers, agents, employees, Consultants, or subcontractors.

D.5 Contractor Not Agent. Except as County may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.6 Assignment Prohibited. Consultant may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

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

D.8 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultant's profession.

D.9 Possessory Interest. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by County with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties

hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

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

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

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

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

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

D.12 Non-Discrimination. Throughout the duration of this Agreement, Consultant shall not unlawfully discriminate against any employee of the Consultant or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Consultant shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto,

and all administrative rules and regulations issued pursuant to said Act. Consultant shall give written notice of its obligations under this clause to any labor agreement. Consultant shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

D.14 Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

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

D.16 Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

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

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

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

D.2192 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

D.22 Modification. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

D.28 Time is of the Essence. Time is of the essence of this Agreement and each covenant and term a condition herein.

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

D.30 Conflict of Interest. Neither a County employee whose position in County enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

Consultant may be subject to the disclosure requirements of the County conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the Consultant's financial interest. The County Administrator shall determine in writing if Consultant has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

County:

County of Yuba
Administrative Services Department
915 8th Street, Suite 119
Marysville CA 95901

With a copy to:

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

Consultant:

Mead & Hunt
1360 19th Hole Drive, Suite 200
Windsor, CA 95492

ATTACHMENT E INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | | |
|--|--|--|
| 1. General Liability: (including operations products and completed operations, as applicable.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage |
| 3. Workers' Compensation: | As required by the State of California | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit
bodily by disease, \$1,000,000 each
employee bodily injury by disease |
| 5. Errors & Omissions | \$1,000,000 | per occurrence |

Liability:

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultants insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of one (1) year after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms provided those endorsements conform to County requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the consultant, its employees, agents and subcontractors.

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The County of Yuba

Administrative Services

TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services: Approve resolution authorizing the filing of a an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program identified as AIP 3-06-0149-018

DATE: April 4, 2017

NUMBER: 85/2017

Recommendation

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the Federal Aviation Administration for funding under the Airport Improvement Program (AIP) Grant Fund identified as AIP 3-06-0149-018 and authorize the County Administrator to execute the grant application and accept the grant offer

Background:

The grant funds requested are for the completion of the North Apron Reconstruction Project in the estimated amount of \$2.5 million. The project was designed under a separate FAA grant application.

Discussion:

The resolution is to approve the submittal of the construction grant application to begin the North Apron Reconstruction Project. This is a 90 percent grant. The 10 percent grant match will be accomplished through a combination of a matching grant and state loan from the State Division of Aeronautics and the balance from the Airport Enterprise Fund. The construction grant will be based on the bid proposals received. This is an interim application that may be revised once the bids are accepted and grant funds are approved.

Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the application submittal for funding that is due to the Federal Aviation Administration by April 7, 2017, and the design of the project has been previously before the Board on May 13, 2014, July 22, 2014, and September 27, 2016.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments

85-2017 Resolution authorizing grant application

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)
)
RESOLUTION AUTHORIZING THE COUNTY)
ADMINISTRATOR TO FILE AN APPLICATION)
WITH THE FEDERAL AVIATION ADMINISTRATION) Resolution No. _____
ON BEHALF OF THE AIRPORT FOR A GRANT)
UNDER THE AIRPORT IMPROVEMENT PROGRAM)
_____)

WHEREAS, the Federal Aviation Administration is authorized under the Airport Improvement Program to make grants to public airports to aid in financing the construction of specific airport projects:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the County Administrative Officer is hereby authorized to file an application on behalf of the County of Yuba Airport with the Federal Aviation Administration for a grant to aid in financing Yuba County Airport capital improvement projects as follows:

NORTH APRON RECONSTRUCTION

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to execute the grant application, to act as certifying officer in

all matters in connection with the application and to provide such additional information as may be required and accept any offer of grant which may be tendered by the Federal Aviation Administration.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of April, 2017, by the following vote:

AYES:

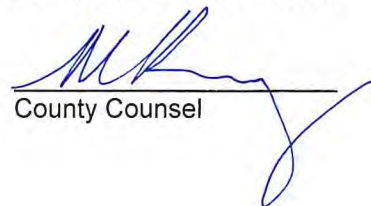
NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:


County Counsel

The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Reappoint Melinda Staples as a Categorical Representative on First Five Yuba Commission with a term to end April 27, 2020.

DATE: 04/04/2017

NUMBER: 79/2017

Recommendation

Reappoint Melinda Staples as a Categorical Representative on First Five Yuba Commission with a term to end April 27, 2020.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

Reappoint Melinda Staples to the First Five Yuba Commission as a Categorical Representative. This is a scheduled vacancy. Ms. Staples has served on this commission since September 13, 2011 and wishes to continue to serve.

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

Committee Action:

Brought directly to the Board for consideration.

Fiscal Impact:

None due to appointment.

Attachments



The County of Yuba

Board of Supervisors

TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Appoint Russell Ensslin to Yuba County Planning Commission as a District Two Representative with a term to end January 11, 2021.

DATE: 04/04/2017

NUMBER: 96/2017

Recommendation

Appoint Russell Ensslin to Yuba County Planning Commission as the District Two Representative for a term ending January 11, 2021.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly.

Discussion

This is a scheduled vacancy. Mr. Lindsay's application is attached for your review. Supervisor Leahy recommends appointment. In light of the expressed interest, it would be appropriate to make the appointment at this time.

Committee Action:

None required.

Fiscal Impact:

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Attachments

96-2017 Application Russell Ensslin Private

96-2017 Application Russell Ensslin Public

The County of Yuba

96-2017 Appoint ... - 3 of 4

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510



MAR 20 2017

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

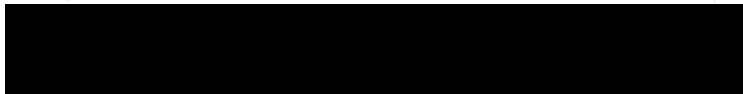
ON WHICH YOU WOULD LIKE TO SERVE: Planning Commissioner Dist # 2

APPLICANT NAME:

Russell Ensslin

MAILING ADDRESS -

(Street/P.O. Box, City, Zip):



Olivehurst CA

PHYSICAL ADDRESS

(Street, City, Zip):

95961

TELEPHONE:

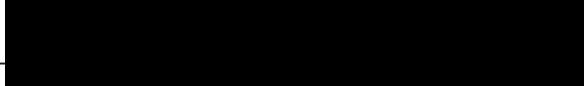
HOME:



WORK:

11

EMAIL ADDRESS:



OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Construction Inspector

REASONS YOU WISH TO
SERVE ON THIS BODY:

Community Development

QUALIFICATIONS:

40 Years in this
Community - Business Background
Volunteer

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

Russell Ensslin

SIGNATURE

March 15, 2017

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Reappoint Dwight Moore as Director to Brownsville Cemetery District with a term ending February 26, 2021.

DATE: 04/04/2017

NUMBER: 97/2017

Recommendation

Reappoint Dwight Moore to Brownsville Cemetery District as a Director with a term ending February 26, 2021.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This is a scheduled vacancy due to the expiration of Mr. Moore's term. Mr. Moore has been in service on the District since June 23, 2015 and would like to continue in this capacity.

In light of the expressed interest, it would be appropriate to appoint in this time.

Committee Action:

None required.

Fiscal Impact:

None due to appointment.

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The County of Yuba

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



MARCH 21, 2017 – MINUTES

Call to order 9:38 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present was County Counsel Angil Morris-Jones.

PLEDGE OF ALLEGIANCE - Led by Supervisor Lofton

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

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

MOTION: Move to approve Consent Agenda

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

71/2017 Board of Supervisors: Appoint Elena Flacks as the District Four Representative for Library Advisory Commission with a term ending January 10, 2021. Approved.

76/2017 Clerk of the Board of Supervisors: Approve meeting minutes of February 28 and March 7, 2017. Approved.

41/2017 Community Development and Services: Award contract to Parsons Brinckerhoff, Inc. for professional design guidance services for the Rice's Crossing Road Bridge Replacement project and authorize Chair to execute upon County Counsel review and approval. Approved.

67/2017 Community Development and Services Agency: Authorize budget adjustment in the amount of \$15,000 from Fixed Asset Structure to Equipment for Sycamore Ranch reservation and ticketing kiosk. Approved.

44/2017 County Administrator: Authorize grant application for Regional Waste Management Authority on County's behalf for the Local Government Waste Tire Amnesty Event Grant Program and authorize County Administrator to execute submittal letter.

47/2017 Health and Human Services: Approve first amendment agreement with Comfort Keepers for adult services under the Multipurpose Senior Services Program and authorize Chair to execute. Approved.

53/2017 Human Resources and Health and Human Services: Approve implementation of Public Health Nurse Retention Incentive Program Policy, approve Amendment to the Master Labor Agreement (MLA) between the County of Yuba and the Yuba County Employees' Association, and authorize the Chair to execute. Approved.

63/2017 Office of Emergency Services: Adopt resolution proclaiming existence of ongoing local emergency proclamation due to historic rainfall. Adopted Resolution No. 2017-21, which is on file in Yuba County Resolution Book No. 48.

72/2017 Sheriff-Coroner: Approve agreement with U.S. Department of Justice Drug Enforcement Administration for marijuana eradication and authorize Chair to execute. Approved.

PUBLIC COMMUNICATIONS: None

COUNTY DEPARTMENTS

50/2017 Probation: Adopt resolution declaring April 02 – April 08, 2017 Crime Victims' Rights Week and allow the Probation Department's Victim Services unit to honor local law enforcement, District Attorney staff, community partner agencies and community members for outstanding service to crime victims of Yuba County and commemorate 32 years of Victim Services in Yuba County through the Probation Department and reaffirm the Board's recommendation for Probation to operate Victim Services. (Thirty minute estimate) Senior Advocate Terri Ayers presented recognition awards to the following:

- Sherriff Detective Sergeant Tommy Oaks
- Marysville Police Officer
- District Attorney Shiloh Sorbello
- Probation Officer Charles Williams
- Clinical Social Worker Cheryce Williams
- Sheriff Bailiff Carl Skinner
- Defense Attorney James Vasquez
- Victim Services Clinical Social Worker Diana Beiler
- Victim Services Counseling Technician Patty Hunt
- Brownsville Lutheran Church Mountain Quilt Guild
- Hero and Courage Awards Angelina Ruiz and Miguel Ruiz

MOTION: Move to adopt resolution

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-22, which is on file in Yuba County Resolution Book No. 48.

61/2017 Administrative Services: Rescind Resolution No. 2016-103 and adopt resolution in support of the Tri County Juvenile Rehabilitation Facility State match requirements funded in part by Board and State Community Corrections SB 81 Round 1 and Round 2 Facility Construction Funding. (Fifteen minute estimate) Director Doug McCoy recapped funding requirements and responded to Board inquiries.

MOTION: Move to adopt resolution

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2017-23, which is on file in Yuba County Resolution Book No. 48.

73/2017 County Administrator: Review legislative position letters and authorize Chair to execute. (Fifteen minute estimate) Legislative Affairs Coordinator Russ Brown recapped letters the following:

- Support SB 58 Wildlife management Areas: Payment of Taxes and Assessments
- Support AB 496 Traffic Relief and Road Improvement Act
- Support AB 174 Voting member of California Transportation Commission
- Oppose Dismantling of coordinated care initiative and resulting massive cost shift.

Health and Human Services Director Jennifer Vasquez recapped costs shift and financial impacts regarding care initiative.

Public Works Director Mike Lee briefly recapped gas tax revenue.

MOTION: Move to support SB 58

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to support AB 496

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to support AB 174

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to oppose dismantling coordinated care initiative

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

42/2017 Sheriff Coroner/County Administrator/Human Resources: Receive report regarding critical public safety staffing; approve modification to Deputy Sheriff Association Memorandum of Understanding and authorize Chair to execute; grant additional hiring authority to the Sheriff; and adopt resolutions amending classification system basic salary/hourly schedule, basic salary schedule for extra help, and department allocation schedule as it relates to Sheriff's Department. (Thirty minute estimate) Sheriff-Coroner Steve Durfor recapped staffing levels in all divisions and outlined various changes and incentives to keep staff while making the department more attractive and competitive when recruiting.

Human Resources Director Jill Abel advised meeting with the Deputy Sheriff Association and their approval of changes which are incorporated in the Memorandum of Understanding.

The following individuals spoke:

- Mr. Art Craigmill
- Mr. Dan Hebster

MOTION: Move to move approve modification, grant hiring authority, and adopt resolutions

MOVED: Andy Vasquez SECOND: Mike Leahy

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution Nos. 2017-24, 25, and 26 which are on file in Yuba County Resolution Book No. 48.

ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.

35/2017 Ordinance - Hold public hearing, waive second reading and adopt ordinance amending Section 2.25 of the Yuba County Ordinance Code changing the regular board meeting schedule to the second and fourth Tuesday of each month at 6:00 p.m. and 9:00 a.m. respectively. (County Counsel) (Thirty minute estimate) (Roll call vote) County Counsel Angil Morris-Jones recapped prior changes to ordinance.

Following Board discussion regarding meeting schedule and ability to have items placed on the agenda for specified times throughout the day and the evening, Supervisor Vasquez recommended both meetings be at 9:00 a.m.

Chairman Fletcher opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and introduce ordinance to change Board meeting schedule to the second and fourth Tuesday of each month at 9:00 a.m.

MOVED: Andy Vasquez SECOND: Doug Lofton

AYES: Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

55/2017 Notice from Cal OES advising disaster declaration for various counties including Yuba County. Received.

64/2017 Letter from California Department of Finance regarding expiration of In-Home Supportive Services Maintenance-of-Effort. Received.

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.

Supervisor Vasquez:

- March 16 SACOG meeting
- March 29 meeting regarding Wheatland Traffic Options
- Memorial Adjournment - Mr. Peter Anderson

Supervisor Lofton:

- Sierra-Sacramento Valley EMS meeting March 10 and recommendation to renegotiate contract with Bi-County Ambulance services
- CSAC Cannibus working group

Supervisor Bradford:

- March 14 Beale AFB tour and mission overview
- March 14 Oroville Dam feedback session held in Sutter County

CLOSED SESSION: The Board retired into closed session at 11:14 a.m. and returned at 12:18 p.m.

54/2017 Labor Negotiations pursuant to Government Code §54947(a) – YCEA/Negotiator Jill Abel No report.

65/2017 Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN: 014-190-035-000 commonly known as 4240 Dan Avenue Olivehurst Property Owners: Yuba County Negotiators: Doug McCoy/Robert Bendorf Direction provided.

66/2017 Pending litigation pursuant to Government Code §54956.9(d) (1) Fellowship vs. Yuba County Continued to April 4, 2017.

75/2017 Pending litigation pursuant to Government Code §54956.9(d) (1) - Brown vs. County of Yuba By unanimous vote, authorized County Counsel to defend in house.

77/2017 Personnel pursuant to Government Code §54957 – Department Head Evaluation/County Counsel No Report.

2:00 P.M. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

74/2017 Ordinance - Hold public hearing, waive first reading, and introduce ordinance amending various sections of Chapter 7.40 Marijuana Cultivation of the Yuba County Ordinance Code relating to limited changes to align with legal requirements of Proposition 64 of the County of Yuba. (Community Development and Services Agency) (Thirty minute estimate) (Roll Call Vote) Code Enforcement Manager Jeremy Strang recapped changes to the current ordinance regarding personal use, medical and non-medical use, and recapped the following:

- Change title of ordinance to Medical and Non-medical Marijuana Cultivation for Personal Use
- Cultivate up to 6 non-medical plants within a dwelling
- Eliminate registration requirement
- Definition changes to be consistent with current law
- Administrative penalty to begin accrue until day of compliance date

Deputy Chief County Counsel Courtney Abril indicated limited technical changes are recommended for compliance with Proposition 64.

Mr. Strang and Ms. Abril responded to Board inquiries.

Chair Fletcher opened the public hearing. The following individuals spoke:

- Mr. Jeffrey Lake
- Mr. Jon Rigbli
- Ms. Karen Ligget
- Ms. Leslie Allen
- Mr. Buck Weckman
- Mr. Dan Sullivan
- Ms. Diane Bullinger
- Ms. Lou Neil
- Mr. Clarence Van Meter

Chair Fletcher closed the public hearing.

MOTION: Move to close public hearing, waive reading, and introduce ordinance

MOVED: Andy Vasquez SECOND: Randy Fletcher

AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: Mike Leahy ABSENT: None ABSTAIN: None

ADJOURN: 2:46 p.m. in memory of Mr. Dan Anderson.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

Approved: _____



The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Adopt the attached resolution authorizing the Public Works Director to complete the purchase of the western 3.3 acres of APN 019-270-028 for the Goldfields Parkway project, including the execution of any necessary documents subject to County Counsel review.

DATE: April 4, 2017

NUMBER: 88/2017

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase of the western 3.3 acres of APN 019-270-028 for the Goldfields Parkway project, including the execution of any necessary documents subject to County Counsel review.

BACKGROUND:

The alignment for Goldfields Parkway was previously adopted by the Board of Supervisors and the western portion of the subject parcel is located along the proposed alignment. Public Works approached this property owner to see if he was interested in selling a portion of his property for the Goldfields Parkway project. We identified the need for the westernmost 3.3 acres of the subject property and the owner was amenable to selling it for the offered price, \$116,667.

DISCUSSION:

This is a critical parcel on the portion of the Parkway between Hammonton Smartsville Road and N. Beale Road. Upon completion of this acquisition, the County will have possession of all but one parcel for this portion of the Parkway.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this purchase was previously discussed with the full Board in closed session.

FISCAL IMPACT:

Approximately \$120,000 from Trust 192 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs. An appraisal was performed by an independent appraiser and the purchase price was substantiated.

Attachments

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING PUBLIC)
WORKS DIRECTOR TO COMPLETE)
PURCHASE OF WESTERN MOST 3.33)
ACRES OF APN 019-270-028 AND)
EXECUTE ALL DOCUMENTS NEEDED)
TO COMPLETE PURCHASE/ESCROW)
RESOLUTION NO. _____

WHEREAS, the County made an offer to purchase the westernmost 3.33 acres of APN 019-270-028, upon which the future Goldfields Parkway will be located; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer for \$116,667 to the seller of the property, which has been accepted; and

WHEREAS, purchase costs will be covered by the East Linda Landscaping and Road Improvement fund (Trust 192).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of the westernmost 3.33 acres of APN 019-270-028, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

PASSED AND ADOPTED this _____ day of _____ 2017, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

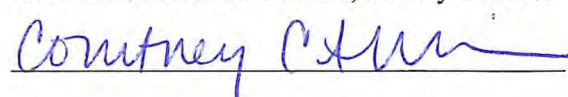
ABSENT:

ABSTAIN:

Randy Fletcher, Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
ANGIL P. MORRIS-JONES, County Counsel



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The County of Yuba

Human Resources and Organizational Services

TO: Board of Supervisors

FROM: Human Resources and Organizational Services, Jill Abel
Probation Department, Jim Arnold

SUBJECT: Adopt the attached resolutions amending the Classification System-Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Probation Department, effective April 1, 2017.

DATE: April 4, 2017

NUMBER: 70/2017

RECOMMENDATION

Adopt the attached resolutions amending the Classification System-Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Probation Department, effective April 1, 2017.

BACKGROUND/DISCUSSION

Last fiscal year an outside consultant conducted a countywide workforce analysis in relation to the County's succession plan. Following the conclusion of the study, the Probation Department evaluated its current organizational structure, operational needs and strategic succession plan. Career paths and promotional opportunities abound throughout the Department with the exception of the Victim Services Division. It was determined there was a need to reconfigure the Victim Services Division to allow internal staff development and succession opportunities. As a result, the Probation Department requested Human Resources review its advocacy and administrative positions within the Victim Services Division. The purpose for the review was to determine if the organizational structure met the needs of the Department and whether the allocated classifications were appropriately classified and compensated.

Victim Witness Administration: The last review of the Division occurred in 2010, when organizational changes were made to the sole management classification. This management position was established to ensure compliance with federal and state mandates; supervise 12 professional, technical and clerical employees and several interns and volunteers; provide professional clinical counseling and crisis mitigation as an MFT; program administration and development; and budgeting.

With the majority of the Victim Services Division sustained through grant funding, the manager spends an exorbitant amount of time exploring grant possibilities, grant writing, and administering awarded grants. This function alone takes away considerably from the manager's other equally important tasks. For this reason, it is proposed that the Board allocate an Administrative Services Officer II, a second management position, to assist the Division Head with grant research, writing and administration; budget preparation; supervision of the advocacy and administration functions of the Division; and program development support.

Victim Witness Advocate class series: The Victim Witness Advocate class series has experienced a gradual progression in the level, complexity and nature of the duties assigned to them based on the growing and changing needs of the Department. This class series performs similar work to social workers, including conducting home visits, assisting with multi-disciplinary interviews of children victims of crimes and sexual assault evidentiary exams, responding to sexual assault response team calls; crisis intervention; managing caseloads; providing peer counseling; community outreach and education; and possessing vast knowledge of available resources, programs and/or services to victims of crimes.

The current Victim Witness Advocate I/II class specification requires considerable knowledge at entry, the base salary does not correspond to that knowledge base. Additionally, lower level County classifications that would likely progress into the victim witness advocate class series have higher salaries making it unlikely that someone would take a demotion. Further, the salary disparity is also evident by looking at the base salaries for similar classifications in the surrounding four counties. As a result, we have significantly limited our candidate pool. This has gone mostly unnoticed because there has not been a vacancy for an entry level victim witness advocate since 2001. The Department does anticipate a vacancy this fiscal year.

It is recommended the Victim Witness Advocate I/II position no longer be flexibly staffed but, be solely allocated at the journey level as a Victim Witness Advocate. Also, it is recommended that the base salary for the Victim Witness Advocate be adjusted to \$3,252/month, to correlate with the internal relationships and the labor market factors. Further, it is recommended that the Senior Victim Witness Advocate base salary be adjusted to \$3,659/month to maintain the 12% differential between the class series.

COMMITTEE

The Finance and Administration Committee approved the item for Consent on March 21, 2017.

FISCAL IMPACT

There is no general fund impact for this fiscal year or into the future. This action will be sustained through the County Victim Services Grant.

Attachments

70/2017: Amend the County's Salary Schedule

70/2017: Amend the Probation Department Allocation Schedule

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AMENDING THE)
CLASSIFICATION SYSTEM –)
BASIC SALARY SCHEDULE)
_____)

RESOLUTION NO. _____

NOW, THEREFORE, BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule shall be amended as follows effective **April 1, 2017**.

AS SET FORTH IN ATTACHMENT “A”

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2017 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: Courtney C. H.

DELETE:

CODE	CLASSIFICATION	BARG UNIT	PAY RATE				LONGEVITY					
			MINIMUM MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	PRIOR TO 7/1/13	POST 7/1/13	PRIOR TO 7/1/13	POST 7/1/13		
VWAD-1	VICTIM/WITNESS ADVOCATE I	3	2,644	15.25	3,216	18.55	3,438	19.83	4,204	24.25	3,570	20.60
VWAD-2	VICTIM/WITNESS ADVOCATE II	3	3,062	17.67	3,724	21.48	3,981	22.97	4,869	28.09	4,134	23.85
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87

ADD:

CODE	CLASSIFICATION	BARG UNIT	MINIMUM MONTHLY SALARY (BASE)	PAY RATE				LONGEVITY				
				MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	PRIOR TO 7/1/13	POST 7/1/13	PRIOR TO 7/1/13	POST 7/1/13		
VWAD	VICTIM/WITNESS ADVOCATE	3	3,252	18.76	3,955	22.82	4,228	24.39	5,171	29.83	4,391	25.33
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50

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

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective April 1, 2017 as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITION S
Probation	Victim/Witness Advocate I/II	1

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITION S
Probation	Administrative Services Officer II	1
Probation	Victim/Witness Advocate	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2017 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: Courtney C. [Signature]

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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Adopt resolution to approve ongoing local emergency proclamation due to Flood Waters

DATE: 04/04/2017

NUMBER: 80/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

Background

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation 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.

Fiscal Impact:

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

Attachments:

80/2017: Flood Waters Resolution

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

RESOLUTION:

**THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION
PROCLAIMING THE EXISTENCE OF
AN ONGOING LOCAL EMERGENCY
DUE TO FLOOD WATERS IN THE
COUNTY OF YUBA.**

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)
)
)
)
)

RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; 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 an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, 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.

#

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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The County of Yuba

County Administrator

TO: Board of Supervisors

FROM: County Administrator, Briana Schuette

SUBJECT: Adopt Resolution to proclaim an ongoing local emergency due to Historic Rainfall.

DATE: 04/04/2017

NUMBER: 81/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Historic Rainfall.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation 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.

Fiscal Impact:

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

Attachments

81/2017: Rainfall Resolution 3-4-2017

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 EMERGENCY)	
DUE TO HISTORIC RAINFALL IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; 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 an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, 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.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

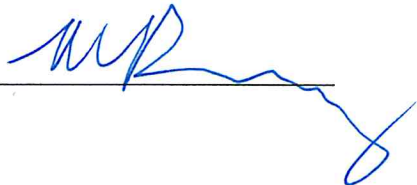
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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 EMERGENCY)	
DUE TO HISTORIC RAINFALL IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; 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 an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, 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.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:


ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.

DATE: 04/04/2017

NUMBER: 83/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.

Background:

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in necessary evacuations for majority of the residents in Yuba County, damage to private and public property, for which damages and fiscal impact cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Discussion:

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

Fiscal Impact:

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

Attachments:

83/2017: Oroville Spillway Resolution

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 EMERGENCY)	
DUE TO THE OROVILLE DAM EVENT)	
)	RESOLUTION NO. _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on March 7, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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 EMERGENCY)	
DUE TO THE OROVILLE DAM EVENT)	
)	RESOLUTION NO. _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on March 7, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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///

BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL

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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: County Administrator, Briana Schuette

SUBJECT: Office of Emergency Services: Adopt a resolution proclaiming the existence of an ongoing local emergency due to Tree Mortality.

DATE: 04/04/2017

NUMBER: 84/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

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.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Fiscal Impact:

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share

Attachments:

84/2017: Tree Mortality Resolution

**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 EMERGENCY DUE TO TREE MORTALITY IN THE COUNTY OF YUBA.)))))))	RESOLUTION NO. _____
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WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened existence of conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen Yuba County caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local government to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; 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 an ongoing local emergency due to tree mortality; 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



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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Adopt resolution approving Authorized Agent for Disaster Assistance from Cal OES

DATE: 04/04/2017

NUMBER: 95/2017

Recommendation:

Adopt a resolution authorizing the Director of Emergency Services or the Emergency Operations Manager as authorized agents regarding disaster assistance to execute applications, assurances, and agreements and ordering the clerk of the board to file a Cal OES form 130 with the state.

Background:

The County of Yuba has been included in Disaster Declaration FEMA-4301-DR-CA administered by the State of California Governor's Office of Emergency Services; and requires a designated authorized agent.

Discussion:

The State of California Governor's Office of Emergency Services requires a designation of Applicant's Agent Resolution for non-state agencies to be on file for obtaining federal assistance. If the previously submitted designation is greater than 3 years old from the last approved date a new designation must be submitted; or if there is a change in title of designees.

Fiscal Impact:

Fiscal impact is unknown at this time.

Attachments:

95/2017 - Disaster Assistance Authorized Agent Resolution

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**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

IN REFERENCE TO:)	RESOLUTION NO.
)	
RESOLUTION DESIGNATING AUTHORIZED)	
AGENTS FOR THE COUNTY OF YUBA)	
REGARDING DISASTER ASSISTANCE,)	
AUTHORIZING AGENTS TO EXECUTE)	
APPLICATIONS, ASSURANCES, AND)	
AGREEMENTS, AND ORDERING CLERK OF)	
THE BOARD TO FILE A CAL OES FORM 130)	
WITH THE STATE)	
)	

WHEREAS, The County of Yuba has been included in Disaster Declaration FEMA-4301-DR-CA administered by the State of California Governor’s Office of Emergency Services; and

WHEREAS, The State of California Governor’s Office of Emergency Services requires a Designation of Applicant’s Agent Resolution for Non-State Agencies to be on file for the purpose of obtaining certain federal assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act; and

WHEREAS, The State of California Governor’s Office of Emergency Services requires that a new Designation of Applicant’s Agent Resolution for Non-State Agencies be filed if the previously submitted document is older than three (3) years from the last approved date or if there is a change in title of designees; and

WHEREAS, the County wishes to designate the Director of Emergency Services, the Emergency Operations Manager, or the Auditor as its authorized agents.

NOW THEREFORE BE IT RESOLVED, the County of Yuba hereby designates this as a universal resolution and deems it effective for all open and future disasters up to three (3) years following the approval date of this resolution.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby designate the Director of Emergency Services, the Emergency Operations Manager, or the County Auditor as the County’s authorized agents who are herein authorized to execute for and on behalf of the County of Yuba, a public entity established under the laws of the State of California, all applications previously filed and those to be filed, if any.

BE IT FURTHER RESOLVED, that Yuba County, a public entity established under the laws of the State of California, hereby authorizes each of its agents herein designated to provide to the State Office of Emergency Services for all matters pertaining to such State and/or Federal disaster assistance the assurances and agreements required.

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BE IT FURTHER RESOLVED, that the Board of Supervisors of Yuba County hereby orders the Clerk of the Board of Supervisors, in conjunction with the Office of Emergency Services and the Director of Emergency Services, to file a Cal OES Form 130, *Designation of Applicant's Agent Resolution for Non-State Agencies*, with the State of California Governor's Office of Emergency Services.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____ 2017, by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

Chairman

Vice-Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM



COUNTY COUNSEL

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Semi Annual Progress Report March 21th, 2017

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

❖ Commission members :

- 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, “**Gold Dust Trail** “partnering with Marysville Planning Commission, Yuba Sutter Chamber of Commerce and Focus on Marysville.
- Wall of Fame at City Hall or new Sheriff building
- Historical Research project at Sacramento library
- Establish repository for historical documents/ artifacts,
- Funding for scanning, accessibility and preservation of historical records
- 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
- Establish a county account and budget, and ability to accept donations
- Submit monthly news articles - partnering with local writers
- Participation:
 - Marysville History Faire, walking tours, display and presentations
 - Ghost of Stephen Fields, hostess and display
 - Stars-presented History of Yuba County
 - Wheatland 4th / 5th graders...**Survival of Donner Party** (focus on Wheatland)

- 2017 Tours:
 - Art Deco tour March 25th 10:00-12:00
 - Blue Point mine, Sucker flat, and Black Swan pond tour...tba
 - Beale AFB and Spenceville
 - Hops Riot, Wheatland
 - The Two Mary's tour of Marysville
 - History of the Parks of Marysville
 - Planning for special children's tours...tba
- Partnering Yuba County Library's Digital Reel - Historian Henry Delamere articles
- Yuba Sutter Arts -Historical figures program...tba pending grant funding
- Revive "I Remember When" program of recorded interviews
- Preservation of collections:
 - Times newspaper...Roy Newlove collection
 - Bush photo collection...Japanese interment ID photos...circa 1940's

➤ We wish to thank you for your continued support to preserve local history

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

And Yuba County Historical Resources Commission

THE COUNTY OF YUBA
BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**CHILD ABUSE PREVENTION MONTH
APRIL 2017**

WHEREAS, the tragedy of child abuse and neglect affects every community in California and touches the lives of far too many citizens regardless of cultural, ethnic, religious or socioeconomic level; and

WHEREAS, the threat to our children's welfare is demonstrated by steady increases in the number and in the seriousness of reported cases of child abuse and neglect; and

WHEREAS, if our children are to become productive adults, they should have the right to a childhood free from neglect, physical abuse, sexual molestation and exploitation; and

WHEREAS, it is recognized that primary prevention programs designed to work with children, their parents, and care givers within the community are successful in preventing first time abuse situations; and

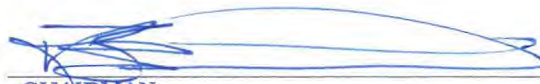
WHEREAS, early identification and intervention are essential to successfully interrupting the generational cycle of abuse and neglect. Collaboration among professionals, concerned parents, volunteers and policy makers can help to reduce the level of child abuse and neglect in our communities; and

WHEREAS, dedicated volunteers and professionals are working to decrease the incidence of child abuse through prevention programs and coordination among agencies delivering services to child abuse victims and their families; and

WHEREAS, the observance of Child Abuse Prevention Month provides an excellent opportunity for all citizens to reflect on this tragic crime, while rededicating themselves to taking an active role in child abuse prevention activities in their community.

NOW THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby proclaims **APRIL 2017 AS CHILD ABUSE PREVENTION MONTH IN THE COUNTY OF YUBA** and encourages all residents to join with local community efforts in making sure that **EVERY CHILD'S RIGHTS** are protected and keeping all children **"SAFE, STRONG AND FREE"**.




CHAIRMAN


CLERK OF THE BOARD OF SUPERVISORS

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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: County Administrator, Russ Brown

SUBJECT: Review legislative position letters and authorize chair to execute.

DATE: April 4, 2017

NUMBER: 103/2017

Recommendation

Approve letters updating support for SB 1 and AB 1, supporting AB 810, and opposing SB 54 and authorize chair to execute.

Background

The Yuba County Board of Supervisors routinely takes positions on legislation and state budget proposals that directly impact local programs and the ability of the county to self-govern.

Discussion

Position letters have been prepared for the following four legislative bills (two bills are addressed in a single letter):

Assembly Bill 1 (Beall) and Senate Bill 1(Frazier) – Transportation Funding and Reform Package – Follow up letter

In January of this year, the Board supported these two pieces of legislation, which seeks to establish funding for road repair and maintenance. Since that time, AB 496 (Fong) has been introduced and seeks to fund the same level of road repairs but without the creation of new fees and taxes. This letter expresses a desire to work with the authors to find ways to gain the same level of funding but without as many increases to taxes and fees.

**Assembly Bill 810 (Gallagher) Local alternative transportation improvement program:
Feather River crossing– Support**

This bill seeks funding for a third bridge over the Feather River.

Senate Bill 54 (de Leon) Law Enforcement: Sharing Data – Oppose

This bill is also informally called the Sanctuary State Act. It seeks to limit the ability of local entities to cooperate with federal immigration services, and the result would be the inability of county sheriff departments to contract with ICE for housing of immigration detainees. The sudden separation of the county's agreement with ICE would create a significant financial hole for the Sheriff's budget and hamper the ability to move violent criminals out of the community.

Committee Action:

These letters are being presented directly to the full Board.

Fiscal Impact:

None

Attachments

103-2017_AB1_SB1Letter_OpposeUnless
103-2017_AB810_SupportLetter
103-2017_SB54_BoardOpposeLetter



County of Yuba Board of Supervisors

103-2017 Review ... - 3 of 6

District Two ~ John Nicoletti
District Three ~ Mary Jane Griego
District Four ~ Roger Abe
District Five ~ Randy Fletcher

April 4, 2017

The Honorable Jim Beall
Member, California State Senate
State Capitol, Room 5066
Sacramento, CA 95814

The Honorable Jim Frazier
Member, California State Assembly
State Capitol, Room 3091
Sacramento, CA 95814

Re: SB 1 (Beall) & AB 1 (Frazier) – Transportation Funding

Dear Senator Beall and Assemblyman Frazier:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to express ongoing support for your efforts to secure much needed funding to fix our roads. We also want to frame our support in the context of our Board's recent support of AB 496 (Fong).

Back in January when we first took position on SB 1 and AB 1, we greatly appreciated that legislative initiatives were being advanced to address the deep lack of local funding for road repair and maintenance. As your proposed laws make their way through the legislative process, we want to encourage you to also consider the spirit of Assemblyman Fong's bill and seek ways to obtain needed funding without as much reliance on new taxes and fees.

Our initial enthusiasm to get behind SB 1 and AB 1 was sparked after watching nearly two years of endless legislative wrangling and budget debates that failed to produce any solutions to the dwindling resources we have at our disposal for maintaining our streets, let alone conducting major repairs on the more than 600 miles of roads across our rural setting. In the past few weeks alone, major winter storms have exacerbated the problem, with a whole new slew of potholes, washed out roads and other damages being reported at an alarming rate. Yuba County has already tapped its contingency funds to pay for needed repairs.

As all California counties understand, we must largely rely upon the state for revenues to pay for even the simplest road repairs, but past failures in Sacramento to adopt solutions has resulted in a compounded road crisis. The Governor's budget proposal of approximately \$1 billion does not come close to what is needed to get started on making things right. As a result of the state's lack of solutions, the Yuba County Public Works team constantly faces a barrage of complaints from the public, because our staff is right on the frontlines and expected to act. Sadly, all staff can do right now is prioritize and conduct a series of quick, short-term fixes that are not likely to last more than a few months.

As I already mentioned, Yuba County also established support for AB 496 to pay for needed road repairs and maintenance, by identifying established taxes and fees that were originally created for road upkeep and returning them to local road repair coffers. We understand there may not be the political will to return all of those dollars to the needed roadwork, but we think it is vital to find some middle ground.

Yuba County is remote with a struggling economy, and many of our residents must commute to Sacramento or other areas for their jobs. We are concerned that tax and fee increases proposed in SB 1 and AB 1 could place a significant financial burden on that portion of our population. We all must work together to find solutions that will not be an overwhelming burden to our residents.

For these reasons and others, all members of the Yuba County Board of Supervisors thank you for the work you have done on SB 1 and AB 1, and we further request that you seek ways to limit increases to taxes and fees within these bills. If you should have any questions concerning our position, please don't hesitate to contact our Legislative Affairs Coordinator Russ Brown directly at rbrown@co.yuba.ca.us or call him at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman
Yuba County Board of Supervisors

cc: Assemblyman James Gallagher
Senator Jim Nielsen
Christophe A. Lee, CSAC
Paul Smith, RCRC
Paul Yoder, SYA
Karen Lange, SYA



County of Yuba Board of Supervisors

103-2017 Review ... - 5 of 6

District Two ~ Mike Leahy
District Three ~ Doug Lofton
District Four ~ Gary Bradford
District Five ~ Randy Fletcher

April 4, 2017

Assemblyman James Gallagher
P.O. Box 942849
Sacramento, CA 94249-0003

RE: AB 810 (Gallagher) SUPPORT

Dear Assemblyman Gallagher:

I am writing to establish Yuba County Board of Supervisors support for Assembly Bill 810, which would allow Yuba City and Yuba and Sutter counties to retain funds from the sale of properties that the California Department of Transportation (Caltrans) acquired to build a third bridge crossing over the Feather River.

In the 1990's, the California Department of Transportation purchased several properties in Yuba and Sutter counties as right-of-way (ROW) in order to build a third bridge across the Feather River. Currently, there are two other crossings. One is the Twin Cities Memorial Bridge, and the other is on the Feather River Bridge at Colusa Avenue. These crossings are less than a mile apart and leave much of the southern part of the city underserved. Moreover, the existing two-lane Twins City Memorial Bridge has been deemed functionally obsolete.

Unfortunately, due to lack of funding, Caltrans is no longer pursuing the bridge project and is planning on selling the ROW properties as excess property. Under current law, proceeds from the sale of excess property are returned to the State Highway Account.

AB 810 would allow Yuba City and Yuba and Sutter Counties to develop and file with the California Transportation Commission an alternative to the state bridge project that is no longer being pursued. If the Commission approves the local alternative, the sale from the excess property associated with the original state bridge project will be used for the local alternative. Since these parcels were originally acquired to benefit Yuba and Sutter county motorists, the funds from the sale of the parcels should be spent in these counties.

For these reason, all members of the Yuba County Board of Supervisors are in full support of AB 810. If you have any questions, please contact our Legislative Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman
Yuba County Board of Supervisors

cc: The Honorable Jim Nielsen, Senate
The Honorable James Gallagher, Assembly
Rural County Representatives of California
California State Association of Counties



County of Yuba Board of Supervisors

103-2017 Review ... - 6 of 6

District Two ~ Mike Leahy
District Three ~ Doug Lofton
District Four ~ Gary Bradford
District Five ~ Randy Fletcher

April 4, 2017

The Honorable Kevin de Leon
Senate President pro Tempore
State Capitol Building
Sacramento, CA 95814

RE: SB 54 (de Leon) Law Enforcement: Sharing Data – OPPOSE

Dear Senator de Leon:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to establish our opposition to Senate Bill 54. It greatly concern us to see legislation coming out of Sacramento that has the very real capacity to put members of our community at greater risk of violent crimes, while also crippling our public safety budget.

Our Sheriff's Department has diligently worked under an agreement with Immigration and Customs Enforcement (ICE) since the 1990s. Under the current structure of that agreement, we would notify ICE only of those who commit violent crimes such as rape or murder, and they would be placed into federal custody after finishing their sentences. Your legislation effectively keeps those offenders in our community after release, placing our residents at risk.

As part of the effort to promote SB 54, we have heard ICE agreements characterized as "windfalls" for some counties. While there is certainly some financial benefit to being a bed space provider for ICE, the existing agreement with our Sheriff Department operations simply helps us to stabilize the budget for the overall ongoing operating expenses. Over the past two decades, there have been a great number of improvements to operations for both the regular jail inmates and the ICE detainees, and so federal funding has become an integrated part of all department operations. Those efficiencies have made it possible to place more deputies on the streets and increase protections for our community. This bill would suddenly and catastrophically strip that additional funding from us and create gaps in our ability to keep those protections.

For the reasons stated above, all members of the Yuba County Board of Supervisors are in strong opposition to SB 54. If you have any questions, please contact our Legislative Affairs Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman
Yuba County Board of Supervisor

cc: The Honorable Jim Nielsen, Senate
The Honorable James Gallagher, Assembly
Rural County Representatives of California
California State Association of Counties

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator

SUBJECT: Health & Human Services: Authorize the Director to enter into agreement with Habitat for Humanity Yuba/Sutter

DATE: April 4, 2017

NUMBER: 87/2017

Recommendation

It is recommended that the Board of Supervisors authorize the Director of the Health and Human Services Department (HHSD) to enter into Agreement Habitat for Humanity Yuba/Sutter.

Background

Habitat for Humanity Yuba/Sutter owns the Ric Teagarden Life Building Center located at 131 F. Street, Marysville, California. The building is in need of renovations to make it compliant with American's with Disabilities Act (ADA) standards. After renovations are complete, Habitat will make the restrooms available to the public during business hours and will allow use of the facility as an emergency shelter site in the event of a natural disaster or emergency.

Discussion

The facility is in need of approximately \$200,000 worth of renovations. HHSD has agreed to assist Habitat with some of the ADA compliant renovations to the restrooms, front entrance to the facility, designated parking spaces and walkways into the facility. HHSD has \$90,000.00 available to assist Habitat with the renovations.

Committee Action:

The Human Services Committee was bypassed as there is no impact to any other department and this will not impact County general funds.

Fiscal Impact:

Approval of this request will not impact County general funds.

Attachments

Habitat for Humanity Agreement 2017

AGREEMENT FOR SERVICES

This Agreement for services ("Agreement") is made as of the agreement date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and Habitat for Humanity Yuba/Sutter ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-3 through A-5.

2. TERM.

This agreement shall be effective on April 4, 2017, or when all parties have signed, whichever is later, and shall remain in effect for so long as the COUNTY requires emergency shelter space and public restroom access or unless otherwise terminated by the parties pursuant to Operative Provision 9.

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Joseph Hale, Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A -	Services
Attachment B -	Payment
Attachment C -	Additional Provisions
Attachment D -	General Provisions
Attachment E -	Insurance Provisions
Attachment F -	Invoice Format

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9. TERMINATION

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2017.

"COUNTY"

COUNTY OF YUBA

Chair,
Yuba County Board of Supervisors

"CONTRACTOR"

HABITAT FOR HUMANITY
YUBA/SUTTER

Joseph Hale
Chief Executive Officer
Tax ID: 68-0301692

INSURANCE PROVISIONS APPROVED

Jill Abel,
Human Resource Director and Risk Manager

APPROVED AS TO FORM: COUNTY COUNSEL

Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health & Human
Services Department

ATTACHMENT A

A.1 CONTRACTOR SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties and obligations include the following:

A.1.1 Make renovations to the facility owned by CONTRACTOR located at 131 F. Street, Marysville, California ("Facility"), so that it is safe and accessible for occupation as an Emergency Shelter and Public Restroom to include:

A.1.1.1 Renovate/remodel the four Facility restroom areas (*Facility, Women's, Men's, Family/Handicap*), including, but not limited to, saw cut concrete, run appropriate plumbing, wiring, and the installation of fixtures and doors to ensure restrooms comply with current American's with Disabilities Act (ADA) standards.

A.1.1.2 Renovate/remodel the front entrance to the Facility to ADA standards.

A.1.1.3 Install ADA accessible parking spaces and ADA accessible walkways to Facility entrance.

A.1.2 CONTRACTOR hereby acknowledges its intent to designate the facility restrooms as "public" restrooms and allow public access to the restrooms during business hours.

A.1.3 CONTRACTOR hereby acknowledges its intent to serve as an emergency shelter site in the event of a natural disaster or emergency and agrees to do the following:

A.1.3.1 Upon the request of COUNTY, and as soon as possible thereafter, CONTRACTOR personnel will permit the use of its physical facilities and equipment by COUNTY in order to establish an emergency shelter site. Such facilities, associated systems and equipment shall include, but not be limited to:

- Buildings;
- Office equipment, including telephones, copy machines, computers, Internet services, and fax machines;
- Tables, chairs, desks, cots;
- Kitchen facilities;
- Restroom/shower facilities;
- Laundry facility; and
- Parking areas.

A.1.3.2 Designate the following points of contact in case of emergency:

- An Administrative point of contact, authorized to open the building, to serve as the primary point of contact; and
- A Facilities point of contact designated to work with COUNTY to move tables, chairs, etc. and assist COUNTY with anything related to the physical facilities.

A.1.3.3 Modify or suspend normal Facility business activities in support of an emergency shelter site.**A.1.3.4** Allow COUNTY to use the emergency shelter site for the duration of the emergency and/or disaster. Continued use of the Facility beyond that time period will be based on mutual agreement of both parties.**A.2 COUNTY SCOPE OF RESPONSIBILITIES AND DUTIES**

County agrees to do the following:

A.2.1 Provide a point of contact person to answer questions that CONTRACTOR may have about the arrangements as an emergency shelter site.**A.2.2** Ensure that any supplies (including but not limited to telephone charges, faxes, copy charges, gas, water, electricity) that are used by COUNTY in support of the emergency shelter site are replaced or the cost of said supplies are reimbursed to CONTRACTOR, contingent upon the receipt by COUNTY of a request for payment from CONTRACTOR with back-up documentation of actual costs incurred attached.**A.2.3** Ensure that any post-event cleanup that may be needed is performed after any emergency and/or disaster event where Facility is used pursuant to this Agreement.**A.2.4** Provide training for personnel who will staff the emergency shelter site.**A.3 TIME SERVICES RENDERED.**

The construction services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR. The estimated date of completion of the construction phase is May 1, 2017.

A.4 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5 FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Ninety Thousand Dollars (\$90,000.00) for services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Ninety Thousand Dollars (\$90,000.00) without a formal written amendment to this Agreement mutually agreed to by both parties in writing.

B.2 FISCAL PROVISION. CONTRACTOR shall submit an initial invoice for payment of services. COUNTY shall remit payment for services to CONTRACTOR within thirty days from receipt of the invoice from CONTRACTOR.

B.2.1 CONTRACTOR shall submit a final itemized invoice based on actual costs of services rendered (with back-up documentation for all service charges attached) no later than the tenth (10th) day of the month following completion of the project. The invoice shall contain a signed Certification Statement as specified in Attachment F – Invoice Format. COUNTY shall reconcile the amount of actual costs invoiced against the amount of initial costs paid. In the event CONTRACTOR has been overpaid, CONTRACTOR shall reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.3 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 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. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 CONFIDENTIALITY. 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. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.9 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.10 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against

COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by

CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible

copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any

competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

Jennifer Vasquez
Director
Yuba County Health & Human Services Department
5730 Packard Avenue, Suite 100
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Joseph Hale
Chief Executive Officer
Habitat for Humanity Yuba/Sutter
202 D. Street
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

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

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

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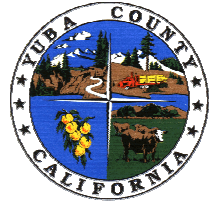
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ATTACHMENT F INVOICE FORMAT

INVOICE		
Contractor's Name and Address		Contact Name and Phone Number
Habitat for Humanity Yuba/Sutter Joseph Hale, CEO 202 D. Street Marysville, CA 95901		Name: Tou Kong, Accounting Officer Phone: (530) 742-2727 Ext. 212 Fax: (530) 742-2721 Email: accounting@yubasutterhabitat.org
Program		Period of Service/Invoice Number
<i>Life Building Center</i>		
Dates of Service	Work performed	Amount Due
<p>Certification: <i>I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.</i></p>		
_____ Authorized Signer		_____ Date
Mail original and back-up documentation to: Yuba County Health and Human Services Department Attention: 14Forward Project Manager P.O. Box 2320 Marysville, CA 95901		

The County of Yuba

Sheriff / Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff Coroner

SUBJECT: Sheriff- Coroner: Authorize the Sheriff to execute a contract with the Sapphire Marketing Group for the development and implementation of a Strategic Marketing Plan and approve budget transfer from General Fund Contingencies to the Sheriff's Professional Services account.

DATE: April 4, 2017

NUMBER: 119/2017

Recommendation

Approve and authorize the Sheriff to execute a contract with the Sapphire Marketing Group for the development and implementation of a strategic marketing plan for the recruitment and retention of Sheriff's Department personnel and approve budget transfer from General Fund Contingencies to the Sheriff's Professional Services account.

Background

On March 21, 2017, the Sheriff submitted a report to the Board of Supervisors regarding the critical state of public safety staffing. That report discussed several strategies to improve the recruitment and retention of Sheriff's Department personnel, including; a modification of the Deputy Sheriff Association MOU; authorizing the Sheriff to offer a successful applicant a salary step up to step 7 based on qualifications and experience; increased pay for Reserve Deputy Sheriffs; increased specialty pay for Resident Deputy Sheriffs; the re-classification of Public Safety Dispatchers; adding an additional Records Clerk position; and developing a strategic marketing plan.

Discussion

The Sheriff, County Administration and Human Resources have worked to research and identify options for the strategic marketing plan. We received a presentation and proposal for a marketing plan from the Sapphire Marketing Group that includes a recruitment video(s), promotional handouts, printed materials,

a comprehensive interactive social media recruitment plan, design of a recruitment logo and a recruitment presentation board.

Implementing a comprehensive marketing plan that includes professional level materials and contemporary strategies will enable the Sheriff's Department to successfully recruit and retain employees in a very competitive job market.

Committee Action: (Omit if to Committee)

Due to time constraints, this item was not heard at Committee.

Fiscal Impact:

There will be a one-time General Fund impact of \$81,000 associated with this item. The funds will come from the General Fund Contingency account. If this request is approved, the balance of the General Fund Contingency account will be \$410,836.

Attachments

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Strategic Communications & Marketing Plan Execution—YCSO Personnel Recruitment ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Sapphire Marketing Group
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: April 1, 2017

Termination Date: December 31, 2017

The term of this Agreement shall become effective on April 1, 2017, and shall continue in force and effect for a period of six months unless sooner terminated in accordance with the terms of this Agreement. Automatic extension of the contract may occur for up to 90 additional days as outlined in next paragraph.

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

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

failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Sheriff Steve Durfor is the representative of the COUNTY and will administer this Agreement for the COUNTY. Kary Hauck and Diane (DeeDee) Efstratis-Brady are the authorized representatives for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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

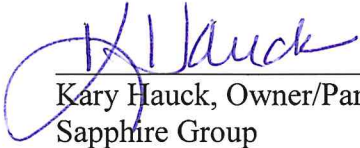
IN WITNESS WHEREOF, the parties hereto have executed this

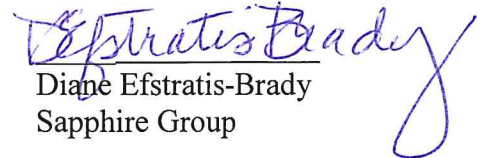
Agreement on _____, 2017.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

Steve Durfor,
Yuba County Sheriff



Kary Hauck, Owner/Partner
Sapphire Group


Diane Efstratis-Brady
Sapphire Group

INSURANCE PROVISIONS APPROVED


Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Sapphire Marketing Group - Strategic Communications & Marketing Plan Execution
for YCSO Personnel Recruitment

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

A.1.1. Professional Video Production

Sapphire Group or its contractors will design and produce 10 30-second and 1 5-minute video messages to be used on social media, television, websites and other venues

A.1.2. Professional Photography

Sapphire Group or its contractors will capture still photography to be used for print, outdoor media, social media, etc.

A.1.3. Media Buys

Sapphire Group or its contractors will purchase on behalf of Yuba County media, in the form of one or more of the following: print, billboard, television, radio or social media outlets.

A.1.4. Interactive & Social Media

Sapphire Group or its contractors will develop and launch interactive and social media campaigns, including but not limited to, a dedicated website and two of the following - Facebook, Instagram, Twitter and Snapchat.

A.1.5. Design & Print Products

Sapphire Group or its contractors will design and procure various print pieces, promotional items and trade show booth materials.

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

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

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

COUNTY OF YUBA
Sapphire Marketing Group - Strategic Communications & Marketing Plan Execution
for YCSO Personnel Recruitment

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed eighty-one thousand dollars (\$81,000.00) CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. The CONSULTANT shall invoice the COUNTY for a professional videography/photography retainer in the amount of half of the agreed-upon cost (\$22,000.00). In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed \$81,000.00 without a formal written amendment to this Agreement approved by the COUNTY.

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

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

COUNTY OF YUBA

Sapphire Marketing Group - Strategic Communications & Marketing Plan Execution for YCSO Personnel Recruitment

ATTACHMENT C

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

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

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

C.4 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

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

CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

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

COUNTY OF YUBA
Sapphire Marketing Group - Strategic Communications & Marketing Plan Execution
for YCSO Personnel Recruitment

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

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

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

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

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

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

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

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

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is

necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

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

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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

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

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

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

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

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

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

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its

attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

Yuba County Sheriff Dept.
County of Yuba
Attn: Sheriff Steve Durfor
215 5th Street
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Sapphire Marketing Group
Attn: Kary Hauck or DeeDee Efstratis-Brady, Owners/Partners
1095 Stafford Way, Suite H
Yuba City, CA 95991

ATTACHMENT E

INSURANCE PROVISIONS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

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

Subcontractors

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2016-17

PREPARED BY/PHONE G. Mull/7371

EXPLANATION FOR BUDGET ADJUSTMENT:

To cover one-time costs associated with Sheriff's strategic marketing plan.

BUDGET TRANSFER #

(assigned by ACO)

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

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 _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

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

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

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The County of Yuba

County Counsel



TO: Board of Supervisors

FROM: County Counsel, Angil Morris-Jones

SUBJECT: An ordinance amending the number and time of regular board meetings.

DATE: April 4, 2017

NUMBER: 35/2017

RECOMMENDATION:

Hold public hearing, waive second reading and adopt the attached ordinance amending §2.25.010 and §2.25.030 to Title II of the Yuba County Ordinance Code relating to the Regular Meetings of the Board of Supervisors.

DISCUSSION:

At the March 21, 2017 meeting of the Board of Supervisors, after the second reading and Public Hearing of an ordinance relating to Regular Board Meetings, the Board amended the ordinance by changing the time of the Regular Meetings on the Second Tuesday of every calendar month to commence at 9:00 a.m. as originally proposed on February 28, 2017. The alteration of the ordinance caused it to become a first reading on March 21, 2017 as amended. The second reading for passage of the Ordinance is now set for a Public Hearing to be held on April 4, 2017 at 6:00 p.m.

COMMITTEE ACTION:

Proposed ordinance amendment is pursuant to Board direction.

FISCAL IMPACT:

None

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ORDINANCE NO. _____

AN ORDINANCE AMENDING

**SECTIONS 2.25.010 AND 2.25.030 TO TITLE II OF
THE YUBA COUNTY ORDINANCE CODE
RELATING TO THE BOARD OF SUPERVISORS MEETINGS**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2017, by the following vote:

AYES:

NOES:

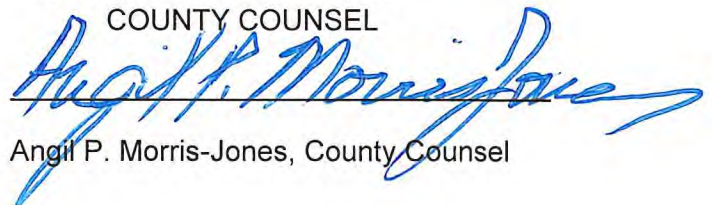
ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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



Angil P. Morris-Jones, County Counsel

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

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

Section 2. Sections 2.25.010 and 2.25.030 to Title II of the Yuba County Ordinance Code is hereby amended as set forth herein below:

CHAPTER 2.25 - BOARD OF SUPERVISORS MEETINGS

2.25.010. - Regular meetings; time; continuation; holidays; cancellation by membership.

The regular meetings of the Board of Supervisors of the County of Yuba shall be held every calendar month on the second and fourth Tuesday at 9:00 a.m. Additionally, the proposed ordinance would amend Section 2.25.030 by limiting the number of regular meeting that may be cancelled in the same calendar month to one. All such meetings where action may be taken shall be held in the chambers of the Board of Supervisors located at the Yuba County Government Center, 915 8th Street, Marysville, California, except upon a four-fifths vote of the Board of Supervisors, a regular meeting may be held at any location within the boundaries of the County of Yuba which complies with and is in accordance to State and Federal Laws. Each meeting may be continued from time to time until final adjournment. Any regular meeting of the Board of Supervisors that falls upon a holiday or election day is cancelled. There shall be no regular meeting of the Board of Supervisors in any County work week having two County holidays. By a three-fifths vote of the Board, regular meetings may be cancelled.

State law reference— Board of Supervisors to provide by ordinance for regular meetings, Government Code § 25081; publication of notice of proceedings, Government Code § 25151.

2.25.030. - Regular meetings; cancellation by Chairperson.

Notwithstanding Section 2.25.010, the Chairperson of the Board of Supervisors or a majority of the Board of Supervisors may cancel a regular meeting of the Board of Supervisors. Cancellation as provided in this Section is limited to no more than ~~two~~ one regular meeting scheduled in the same month. Cancellation shall occur at a regularly scheduled meeting of the Board or by the Chairperson of the Board of Supervisors at any time. Notice of the cancellation of a regular meeting shall be given in the same manner as notice of the holding of a regular meeting is given. Action by the Chairperson of the Board of Supervisors to cancel a regularly scheduled meeting or meetings may be overridden by a four-fifths vote of the Board of Supervisors taken at a regularly scheduled meeting of the Board of Supervisors.

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

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The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Jeremy Strang

SUBJECT: Amending various sections of Chapter 7.40 of the Yuba County Ordinance Code relating to limited changes to align with Proposition 64

DATE: April 4, 2017

NUMBER: 74/2017

Recommendation

Introduce an ordinance amending sections of Chapter 7.40 of the Yuba County Ordinance Code relating to limited changes to align with the legal requirements of Proposition 64, as applicable to the unincorporated areas of Yuba County.

Background

These limited amendments are offered in an effort to ensure the current ordinance is consistent with the legal requirements of Proposition 64.

In November of 2016, the voters of the State approved Proposition 64, The Adult Use of Marijuana Act (AUMA) which expanded the scope of marijuana regulations for both the State as well as local jurisdictions including legalizing possession and use of non-medical marijuana for adults 21 years of age and older. Proposition 64 provides that local governments can reasonably regulate the personal cultivation of nonmedical marijuana, but cannot completely prohibit the personal indoor cultivation of up to six (6) living marijuana plants inside a private residence or in an accessory structure to a private residence as long as the accessory structure is fully enclosed and secure. "Private residence" is defined as a house, an apartment unit, a mobile home, or other similar dwelling. Proposition 64 allows the County the ability to enact rules and regulations that are consistent with State law. The Acts also created a lead State Agency called the Bureau of Cannabis Regulation to oversee all commercial

Discussion

The AUMA, among many other things, legalizes marijuana for persons 21 years of age, and older, for personal non-medical use with some exceptions. The AUMA authorizes the County of Yuba to adopt and enforce local rules and regulations that are consistent with the Act.

The proposed amendments to the existing Ordinance will expand the current medical marijuana regulations to include provisions for non-medical, personal use marijuana, and:

1. Modify various definitions to create clarity and align with State law.
2. Allow for cultivation within a private residence.
3. Align maximum number of plants to be consistent with State law.
4. Eliminate registration requirement.
5. Alter the date in which Administrative Penalties begin to accrue to coincide with the compliance date set forth in the Notice and Order to Abate.

Committee Action:

The Land Use and Public Works Committee was bypassed due to the time sensitive nature of this item.

Fiscal Impact:

There will be a reduction in revenue generated by registration fees; however, there will also be a reduction in workload associated with processing the registrations. There are no additional impacts to the General Fund.

Attachments

Amended Chapter 7.40 Yuba County Ordinance Code

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 7.40
MARIJUANA CULTIVATION**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the ____ day of, _____ 2017 by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County of
Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



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

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

Section 2. Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 7.40

**MEDICAL AND NON-MEDICAL
MARIJUANA CULTIVATION
FOR PERSONAL USE**

Sections

7.40.100 Authority

7.40.110 Purpose and Intent

7.40.120 Findings

7.40.130 Scope

7.40.140 No Vested Rights

7.40.1450 Responsibilities

7.40.1650 Private Right of Action

7.40.200 Definitions

7.40.300 Cultivation Restrictions

7.40.310 Cultivation Requirements

7.40.320 Accessory Structures Requirements

7.40.330 Fencing

~~7.40.340 Registration Requirements~~

7.40.400 Conditions Creating Public Nuisance

7.40.500 Enforcement Authority

7.40.510 Right of Entry/Inspection

7.40.520 Violations

7.40.530 Remedies

7.40.540 Notice and Order to Abate

7.40.550 Administrative Penalties

7.40.560 Enforcement Costs

7.40.600 Appeal

7.40.605 Appeal Hearings

7.40.610 Notice of Hearing

- 7.40.620 Powers of the Yuba County Board of Supervisors**
- 7.40.630 Fairness of Hearings**
- 7.40.635 Evidentiary Rules**
- 7.40.640 Order of Proceeding at Hearing**
- 7.40.645 Speakers' Presentation**
- 7.40.650 Submission of Additional Written Evidence and Argument**
- 7.40.655 Field Trips**
- 7.40.660 Recording**
- 7.40.670 Decision**
- 7.40.680 Severability**

ARTICLE I GENERAL PROVISIONS

7.40.100 Authority

Pursuant to authority granted by Article XI Section 7 of the California Constitution, Sections 11362.2(b)(1) and 11362.83(c) of the California Health and Safety Code and Section 25845 of the California Government Code, the Yuba County Board of Supervisors does hereby enact this Chapter.

7.40.110 Purpose & Intent

The purpose and intent in adopting this Chapter is to acknowledge State law as it relates to the cultivation of marijuana for personal medical and non-medical use, ~~as defined prescribed by 7.40.200:M.herein in order~~ medical marijuana and to reduce conditions that create public nuisances through enacting these regulations including without limitation, restrictions as to location of cultivation, the number of marijuana plants, and the use of screening and security structures, to more effectively control the adverse impacts associated with marijuana cultivation ~~as stated herein~~, while considering the desires of the general public, qualified patients, and primary caregivers, and individuals who cultivate medical and non-medical marijuana, for personal use, in furtherance of the public necessity, health, safety, convenience, and general welfare within the Board's jurisdictional limits. Nothing in this Chapter shall be construed to authorize any use, possession, cultivation, manufacture, transportation, and/or distribution of marijuana for non-medical purposes or that is in violation of state or federal law regulating such activities.

7.40.120 Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision.
- B. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person

to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for the cultivation, manufacture, distribution, dispensation, or possession of marijuana for medical purposes.

- C. Division 10 of the California Health and Safety Code, Uniform Substance Control Act, makes it unlawful, under State law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.
- D. In 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act", (codified as Health and Safety Code Section 11362.5) which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient's primary caregiver, for the patient's personal use, and to create a limited defense to the crimes of possessing or cultivating marijuana. The Act further provided that nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.
- E. The State enacted SB 420 in 2004 (known as the "Medical Marijuana Program Act", codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act of 1996 by creating the Medical Marijuana Identification Card program, creating reasonable regulations for cultivating, processing, transporting and administering marijuana, as well as limiting the amount marijuana a qualified individual may possess. The Medical Marijuana Program Act defines a "primary caregiver" as an individual who is designated by a qualified patient or by a person with an identification card, and who has consistently assumed responsibility for the housing, health, or safety of that patient or person and is further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- F. In 2015 the State enacted AB243, AB266 and SB643 (known as the Medical Cannabis Regulation and Safety Act or "MCRSA"). The three bills created the Bureau of Medical Marijuana Regulation to oversee commercial activities related to the cultivation, testing, manufacturing, distribution and dispensing of medical marijuana in conjunction with the Department of Food and Agriculture and the Department of Public Health. The MCRSA also established the regulatory framework for licensing each activity associated with commercial medical marijuana, including authorizing local jurisdictions to also license and regulate commercial activities related to medical cannabis, while preserving a local jurisdiction's ability to further regulate personal use medicinal marijuana up to and including a complete ban. -
- G. In 2016, the voters of the State of California approved Proposition 64, The Adult Use of Marijuana Act (AUMA) which, among other things, legalizes marijuana cultivation, possession and use for those 21 years of age, and older, for personal non-medical use with some limitations. The Act further provides the regulatory framework to license, regulate, and tax non-medical cannabis for commercial activities through a variety of State Agencies with the ultimate oversight lying with the Bureau of Cannabis Regulation – formerly the Bureau of Medical Marijuana Regulation. The AUMA also authorizes local jurisdictions to further regulate, license and tax commercial cannabis activities, including allowing the reasonable regulation of personal use non-medical marijuana.

- | F.H. The County's geographic and climatic conditions, which include dense forested areas receiving substantial precipitation, provide conditions that are favorable to outdoor marijuana cultivation, thus growers can achieve a high per-plant yield. The Federal Drug Enforcement Administration reports that various types of marijuana plants under various planting conditions may yield averages of 236 grams, or about one-half (1/2) pound, to 846 grams, or nearly two (2) pounds.
- | G.I. The strong distinctive odor of marijuana plants creates an attractive nuisance, alerting persons to the location of the valuable plants, and has resulted in burglary, robbery and armed robbery.
- | H.J. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized, much in the same way that the County has ordinances currently in place to minimize the smells associated with raising livestock.
- | I.K. Children (minor under the age of 18) are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants is an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children (including schools, parks, and other similar locations).
- | J.L. The unregulated cultivation of marijuana in the unincorporated area of Yuba County can adversely affect the health, safety, and well-being of the County, its residents and environment. Comprehensive civil regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- | K.M. The indoor Cultivation of substantial amounts of ~~M~~marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including, but not limited to, increased risk of fire from grow light systems, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.
- | L.N. Comprehensive restriction of premises used for marijuana cultivation is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- | M.O. Outdoor marijuana cultivation, especially within the foothills, is creating devastating impacts to California's surface and groundwater resources. The State Water Resources Control Board, the North Coast Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and the Department of Fish and Wildlife have seen a dramatic increase in the number of marijuana gardens, and corresponding increases in impacts to water supply and water quality, including the discharge of sediments, pesticides, fertilizers, petroleum hydrocarbons, trash and human waste. The sources of these impacts result from unpermitted and unregulated timber clearing, road development, stream diversion for irrigation, land grading, erosion of disturbed surfaces and stream banks, and temporary human occupancy without proper sanitary facilities.

N.P. The immunities from certain prosecution provided to qualified patients and their primary caregivers under State law to cultivate medical marijuana plants for medical purposes, as well as the legalization to cultivate marijuana for recreational use does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the County will achieve a significant reduction in the complaints of odor and the risks of fire, crime and pollution caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Yuba County.

O.Q. Nothing in this Chapter shall be construed to allow the use of marijuana for medical and/or non-medical purposes, or allow any activity relating to the cultivation, manufacture, transportation, distribution, or consumption of marijuana that is otherwise illegal under State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County of Yuba, Yuba County District Attorney, the Attorney General of State of California, or the United States of America.

P.R. In *Browne v. County of Tehama*, 213 Cal. App. 4th 704 (2013), the California Court of Appeal stated that “Neither the Compassionate Use Act nor the Medical Marijuana Program grants . . . anyone . . . an unfettered right to cultivate marijuana for medical purposes. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute.” Similarly, in *City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc.*, 56 Cal. 4th 729 (2013), the California Supreme Court concurred that “Nothing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land . . .” Additionally, in *Maral v. City of Live Oak* (2013), 221 Cal.App. 4th 975, 983, review denied 2014 Cal. LEXIS 2402 (March 26, 2014), the same Court of Appeal held that “there is no right—and certainly no constitutional right—to cultivate medical marijuana . . .” The Court in *Live Oak* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

S. State law authorizes a person 21 years, or older, to possess, process, transport, purchase, obtain, or give away, without any compensation whatsoever, not more than 28.5 grams of marijuana not in the form of concentrated cannabis and not more than 8 grams of concentrated cannabis for personal medical and/or non-medical use.

T. State law authorizes a person 21 years, or older, to possess, plant, cultivate, harvest, dry, or process not more than 6 (six) living marijuana plants and possess the marijuana produced by the plants.

U. State law exempts from licensure the cultivation of a limited number of marijuana plants for both medical and non-medical personal use and authorizes local jurisdictions to reasonably regulate cultivation through local land use and zoning laws.

~~Q.~~ On May 1, 2012, the Board of Supervisors adopted Ordinance No. 1518 to regulate marijuana cultivation. On December 18, 2012, Ordinance 1522 was adopted revising Ordinance 1518 to modify enforcement procedures and requirements to a specific plant count based on property size from square foot of area for cultivation. The provisions of both Ordinances have proven to be inadequate to control the negative impacts of marijuana cultivation. Since the adoption of Ordinance No. 1522, there has been increased Marijuana Cultivation throughout the unincorporated areas of the County in violation of the provisions of that ordinance. In addition, the graduated areas for cultivation, based on parcel size, have

~~proven cumbersome and problematic to administer and enforce. For example, the original limits were based on square feet of total Cultivation area, leading to uncertainty in measurement when the plants were not cultivated in a defined contiguous area, and the need for multiple inspections throughout the grow season. The current revisions contained in this ordinance are intended to address the aforementioned concerns, and simplify the regulations to be more readily understood by those affected, to expedite the code enforcement process and to more effectively control the adverse impacts associated with marijuana cultivation as stated herein, while considering the desires of Qualified Patients and their Primary Caregivers.~~

7.40.130 Scope

The provisions of this Chapter shall apply generally to all marijuana cultivation property throughout the unincorporated area of the County of Yuba.

7.40.140 No Vested Rights

The provisions contained in this Chapter shall supersede any previous regulations related to marijuana cultivation. No person, firm, corporation or entity shall have any vested right to cultivate marijuana in any manner that is contrary to or inconsistent with the provisions contained herein.

7.40.1540 Responsibilities

- A. Regardless of whether an owner is in actual possession of his or her real property, it is the duty of every owner of real property within the unincorporated area of Yuba County to prevent a public nuisance from arising on, or from existing upon, his or her real property.
- 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.

7.40.1560 Private Right of Action

Nothing contained in this Chapter shall be construed to prohibit the right of any person or public or private entity damaged by any violation of this Chapter to institute a civil proceeding for injunctive relief against such violation, for money damages, or for whatever other or additional relief the court deems appropriate. The remedies available under this Chapter shall be in addition to, and shall not in any way restrict other rights or remedies available under law.

ARTICLE 2 DEFINITIONS

7.40.200 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

- A. "Accessory Structure" means a legally built attached garage, or a separately permitted and permitted building located ~~building located~~ on the same parcel as the residence.
- B. "Code" means the Yuba County Ordinance Code.
- C. "Code Enforcement Officer" means any person employed by the County of Yuba and appointed to the position of code enforcement officer.
- D. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- E. "County" means the County of Yuba.
- "Cultivation for the purpose of this Chapter, means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof, for medical and non-medical personal use, in any location, indoor or outdoor, including from within a fully enclosed and secure building.
- F. "Defined Area of Cultivation" means a single, indoor, area wherein all portions of cultivation are within one accessory structure or dwelling unit ~~residence, the structure or residence is lockable, and is completely screening-screened the cultivation~~ from public view.
- G. "Dwelling" means a building intended for human habitation that has been legally established, permitted and certified as a single-family or multi-family dwelling.
- H. "Enforcement Official" means the Code Enforcement Officer or the Sheriff, or the authorized deputies or designees of either, each of whom is independently authorized to enforce this Chapter.
- I. "Fence" means a solid wall or a barrier connected by boards (redwood or cedar), masonry, rails, panels, or any other materials typically utilized for residential fences (subject to the approval of the Community Development and Services Agency) for the purpose of enclosing, securing, and screening space from public view. The term "Fence" does not include retaining walls.
- J. "Indoors" means within a fully enclosed structure, with a solid roof, ~~floor,~~ and walls. The structure must be securable against unauthorized entry and constructed of solid materials such as 3/8" or thicker plywood, glass, or equivalent materials. Shade-cloth covered and plastic sheeting covered, regardless of gauge, or similar products do not satisfy this requirement.

J.K. "Manufacture" or "Manufacturing" means compounding, converting, producing, deriving, processing, or preparing, either directly or indirectly by chemical extraction or independently by means of chemical synthesis, marijuana products.

K.L. "Marijuana" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Shall have the same meaning as Section 11018 of the California Health and Safety Code. For the purposes of this Chapter, "Marijuana" shall include the terms: "Medical Marijuana", "Non-Medical Marijuana", "Recreational Marijuana" and/or "Cannabis" which shall be limited to personal use and not for commercial purposes.

L.M. "Marijuana plant" means any mature or immature marijuana plant including the stalks of the plant or any marijuana seedling, that is capable of producing marijuana. A "mature" marijuana plant is one whose sex can be determined by visual inspection.

M.N. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

N.O. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means parcels that are described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.

O.P. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Sections 11362.5(e) and 11362.7(d), and as further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.

P.Q. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.

Q.R. "Qualified Patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, commencing with Section 11362.7(f).

R.S. "Residence" shall have the same meaning as Section 11362.2(b)(5) of the California Health and Safety Code. "Residence" shall be synonymous with "Dwelling".

S.T. "Sheriff" or "Sheriff's Office" means the Yuba County Sheriff's Office or the authorized representatives thereof.

ARTICLE 3 RESTRICTIONS AND REQUIREMENTS

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation of marijuana on any Parcel is prohibited.
- ~~B. Cultivation within a Dwelling or any other structure used or intended for human habitation is prohibited.~~
- ~~C. Cultivation of more than twelve-six (126) marijuana plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers individuals 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.~~
- ~~B.~~
- ~~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.~~
- C. 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.
- ~~E.D. No portion of any structure shall be altered unless a building permit has first been obtained, and under no circumstance shall any alteration or use of any equipment create a fire, life, safety hazard.~~
- ~~F. Applicants seeking authorization to cultivate marijuana on parcels where active Code Enforcement violations of any provision of the Yuba County Ordinance Code exist shall first correct Code violations prior to cultivating marijuana.~~

7.40.310 Cultivation Requirements

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

~~G.B.~~ All persons and entities engaging in the cultivation of marijuana shall:

4.1. Have a legal water source on the Parcel;

5.2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and

6.3. Not permit illegal discharges of water from the parcel.

7.40.320 ~~Accessory~~ Structure Requirements

A. ~~Accessory~~ Structures used for the cultivation of marijuana shall meet all of the following criteria:

1. The residence or accessory structure, regardless of size, shall be legally constructed with all applicable development permits including, but not limited to, grading, structural, electrical, mechanical and plumbing approved by the applicable authorities prior to any cultivation activity. The conversion of any existing ~~accessory~~ structure, or portion thereof, for cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable authorities prior to any cultivation.
2. ~~The~~ An accessory structure shall not be built or placed within any mandatory setback required by the Yuba County Ordinance Code.
3. The residence or 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.
4. The residence or accessory structure shall be equipped with ~~an~~ permanently installed and permitted odor control filtration and ventilation system adequate to prevent ~~an odor, humidity, or mold problems within the structure, and odors from exiting the structure. on the Parcel, or on adjacent parcels.~~
5. If ~~the~~ an accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid fence as described in Section 7.40.330 below.

~~B. Structures that are exempt from Building Permits by Yuba County Ordinance Code, Chapter 10.05, shall not be used for the cultivation of marijuana.~~

7.40.330 Fencing

A. Accessory structures that are required to be surrounded by a solid fence shall have a fence that is at least six (6) feet but not greater than (8) feet in height with a locking gate and conform to the following:

1. Fencing materials shall be in compliance with Section 7.40.200:Kj;
2. Location of fence shall meet zoning setback and height requirements;
3. Fences over seven (7) feet in height will require proof of an approved building permit; and
4. The fence and gate must be adequately secure to prevent unauthorized entry and keep the area out of reach of minors.

Exception: Topography, natural vegetation, bushes or hedgerows alone may constitute an

adequate fence for the purposes of this Section, but shall be subject to the approval of Yuba County Community Development and Services Agency (CDSA).

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.~~
- ~~B. The Registration Application shall be prescribed by Yuba County Community Development and Services Agency (CDSA) and shall at a minimum contain the following:

 - ~~1. The person(s) owning, leasing, occupying, or having charge or possession of any premises have submitted the required annual registration for the premises to CDSA, and provided all of the following current information and documentation to CDSA:

 - ~~a. The name of each person, owning, leasing, occupying, or having charge or possession of the premises;~~
 - ~~b. The name of each qualified patient or primary caregiver who participates in the cultivation, either directly or by providing reimbursement for marijuana or the services provided in conjunction with the provision of that marijuana;~~
 - ~~c. A copy of the current valid medical recommendation or State issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver;~~
 - ~~d. The number of marijuana plants cultivated on the premises; and~~
 - ~~e. Such other information and documentation as the Department determines is necessary to ensure compliance with State law and this Chapter.~~~~
 - ~~2. The registration shall contain a statement in substantially the following form: By submitting this registration, the property owner and the cultivator, if different, will allow an enforcing officer(s) to enter the property, at a reasonable time, to inspect for compliance with this Chapter.~~
 - ~~3. The registration shall contain a statement, under penalty of perjury, that the information is true and accurate.~~~~
- ~~C. Where the registration application is deemed complete, and no violations or conditions are identified to prohibit marijuana cultivation, a registration number shall be provided to the applicants. The registration number shall be kept with the cultivation and shall be presented to the inspecting officer upon request.~~
- ~~D. This information and documentation shall be received in confidence, and shall be used or disclosed only for purposes of administration or enforcement of this Chapter or State law, or as otherwise required by law.~~
- ~~E. The Board of Supervisors shall, by Resolution, establish a fee for such annual registration in accordance with all applicable legal requirements.~~
- ~~F. Every registration under this Chapter shall be valid for no more than one calendar year and shall expire on December 31st of that year. An expired registration shall be renewed in the same manner as an initial registration hereunder. In the event that the registration of any premises for any calendar year is submitted after March 1st of that year, the registrant shall~~

~~pay a late registration penalty equal to fifty percent (50%) of the applicable registration fee. The Director of CDSA may waive the late registration penalty if the failure to timely register was due to reasonable cause and not due to willful neglect.~~

- ~~G. If the person(s) cultivating marijuana on any legal parcel is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel. Notwithstanding the foregoing, the owner of a Parcel where the cultivator has not obtained a notarized letter shall still be responsible for any nuisance that has been determined to exist upon their property. The Department shall prescribe forms for such letters.~~
- ~~H. No person(s) shall have any vested rights to any authorization, right, or interest under this Ordinance, regardless of whether such person(s) cultivated marijuana prior to the adoption of this Ordinance. Nothing in this section shall be construed to confer a right to cultivate marijuana prior to the actual approval of a registration application by the Department.~~

ARTICLE 4 PUBLIC NUISANCE

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.~~
- ~~B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.~~
- ~~C.B. The cultivation of marijuana on a Parcel by anyone other than a qualified patient or a primary caregiver. A physician's recommendation shall be kept onsite at all times and shall be posted in plain view for inspection. Where multiple people are cultivating, each physician recommendation shall be posted.~~
- ~~D.C. Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.~~
- ~~E.D. The cultivation of marijuana in a manner that exceeds six12-(6) plants.~~
- ~~F.E. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.~~
- ~~G.F. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.~~

ARTICLE 5 ENFORCEMENT

7.40.500 Enforcement Authority

The Office of the Yuba County Sheriff and/or the Director of the County Department that has been assigned responsibility for administration of Code Enforcement services are hereby designated to enforce this Chapter.

7.40.510 Right of Entry/Inspection

To enforce the provision of this Code, an Enforcement Officer may at a reasonable time request inspection of any parcel suspected of cultivating marijuana. If the person owning or occupying the parcel refuses the request for an inspection, the Enforcement Officer shall have recourse to every remedy provided by law to secure entry, including obtaining an inspection warrant.

7.40.520 Violations

- A. It is unlawful and a violation of this Chapter for any person to permit a public nuisance to exist upon real property in which such person has an ownership or possessory interest.
- B. It shall be unlawful and a violation of this Chapter to do anything in contrary to the guidelines set forth in this Chapter.
- C. Each person violating this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, which any violation of any provision of this Chapter is committed, continued, or permitted by any such person. Any violation which persists for more than one day is deemed a continuing violation.

7.40.530 Remedies

- A. Any violation of this Chapter ~~shall~~ may be deemed a public nuisance and is subject to any enforcement process authorized by law or as outlined in this Code.
- B. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the County of Yuba or any other governmental entity to enforce County ordinances, to abate any and all nuisances, or employ any remedy available at law or equity.
- C. Issuance of a warning shall not be a requirement prior to using any enforcement provision of this Code. Violations are not tiered and are subject to enforcement without warning.
- C.D. The remedies provided in this Chapter are cumulative to all other remedies now or hereinafter available to abate or otherwise regulate or prevent violations related to the cultivation of marijuana.

7.40.540 Notice and Order to Abate

- A. Upon making a determination that a public nuisance exists, the Enforcement Official shall notify the owner and/or the alleged violator that a public nuisance exists, ~~upon such owner's property.~~ As to an owner, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner directs. As to an alleged violator whom the Enforcement Official has determined directly or indirectly contributed to the condition creating the nuisance, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, to the last known address of the alleged violator. In addition, the Notice and Order to Abate shall be delivered by first class mail, with postage prepaid, addressed to the owner and/or alleged violator at the same addresses. A copy shall also be posted on the property. The Enforcement Official shall complete a proof of service.
- 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, normally being three (3) business days, 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 Enforcement Official shall identify the date certain for compliance on the Notice and Order to Abate Public Nuisance, 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 begin to accrue ~~accrue assessed immediately upon the expiration of the time to remedy the violations as set forth in 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~~ 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.
- B. Where costs and penalties go unpaid beyond 30 days, the Enforcement Official shall take action to confirm the costs, record a lien and place a special tax assessment pursuant to procedures as set forth in Chapter 7.36 of the Yuba County Ordinance Code.

ARTICLE 6 APPEALS AND UNIFORM HEARINGS AND PROCEDURES

7.40.600 Appeal

Any person who has received a Notice and Order to Abate Public Nuisance pursuant to this Chapter may request an appeal before the Yuba County Board of Supervisors within 10 calendar days of the date of the Notice and Order to Abate. The request for appeal shall be in writing and must be accompanied by a deposit for costs as enumerated in Title XIII of this Code.

7.40.605 Appeal Hearings

Abatement hearings and hearings to determine administrative penalties shall be heard by the Yuba County Board of Supervisors. The Board of Supervisors, in its discretion, may appoint a hearing officer or commissioner to hear and preside over such hearings.

7.40.610 Notice of Hearing

If the owner or alleged violator requests a hearing within ten (10) calendar days of the date of the Notice and Order to Abate, the Enforcement Official shall schedule a hearing and provide notice to the owner or alleged violator of the time and place the hearing will take place. Notice of the hearing shall be delivered by personal service or by Certified Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. In addition, the Notice of Hearing shall be delivered by first class mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. The Enforcement Official shall complete a proof of service. The hearing shall be set for a date that is not less than five (5) and not more than thirty (30) days from the date that the request for hearing is filed with the Enforcement Official.

7.40.620 Powers of the Yuba County Board of Supervisors

The Yuba County Board of Supervisors shall have the power to conduct the hearing, the power to decide a matter upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings.

7.40.630 Fairness of Hearings

Hearings shall be conducted in a manner suitable to ensure fundamental fairness to all parties concerned, limited by the need to secure relevant information necessary to render a decision without unnecessary delay.

7.40.635 Evidentiary Rules

The hearing need not be conducted according to technical rules relating to evidence. Any evidence may be presented if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but may be rejected if deemed to be unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at a hearing. Unduly repetitious or irrelevant evidence shall be excluded at the discretion of the Yuba County Board of Supervisors.

7.40.640 Order of Proceeding at Hearing

The Yuba County Board of Supervisors shall ordinarily proceed in the following order when conducting hearings:

- A. The Enforcement Official's presentation shall proceed first. It should include identification of the file and property, a summary of the history and matters at issue, a staff analysis of the legal and factual issues involved, permitted uses to which the property was and is subject, and accounting of enforcement costs relating to the property, and a recommended decision.
- B. A presentation by or on behalf of the appellant shall next proceed.
- C. Tenants or other occupants of the subject property shall speak third.
- D. Individuals who are not appealing but own property immediately contiguous to the subject property shall speak fourth.
- E. Other interested parties shall speak fifth.
- F. The appellant shall be entitled to rebuttal.

7.40.645 Speakers' Presentation

Each speaker shall approach the microphone and give his or her full name and address for the record.

- A. Each speaker's presentation shall be to the point and shall be as brief as possible; visual and other materials may be used as appropriate, but, if used, shall become part of the public record and the property of the County. The Yuba County Board of Supervisors may establish a time limit for presentations; provided, however, that at least ten minutes shall be allowed for each speaker. Speakers shall, at the discretion of the Yuba County Board of Supervisors, be allowed to speak for longer than ten minutes if that speaker represents a group of individuals, the remainder of which chose not to speak. Speakers with lengthy presentations are encouraged to submit them in writing. There shall be no limitation upon length of written statements.
- B. The Yuba County Board of Supervisors shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. The parties may be represented by legal counsel. Testimony shall be taken on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues presented; to impeach any witness; and to rebut evidence. Witnesses shall be subject to cross-examination by the Yuba County Board of Supervisors.
- C. Subject to the Yuba County Board of Supervisors' right to accept a motion to conclude the taking of all testimony or to close the public hearing when a reasonable opportunity to present all questions and points of view has been allowed, any person wishing to speak shall be heard. Except for rebuttal allowed, each speaker shall speak only once.
- D. The Yuba County Board of Supervisors shall preserve all photographs and other documentary evidence introduced at the time of the hearing. After all of the testimony is taken, the Yuba County Board of Supervisors shall close the public hearing unless he or she deems it necessary to continue the hearing for the receipt of additional evidence or an ordinance interpretation from the Affected Department.

7.40.650 Submission of Additional Written Evidence and Argument

At any time before or after the hearing up to the point the hearing is closed by the Yuba County Board of Supervisors, any interested party may submit written evidence or argument. In the event the Yuba County Board of Supervisors concludes the hearing and continues the decision to another time, the Yuba County Board of Supervisors may, in their discretion, set a deadline for submission of written argument. Except for the receipt of written argument, no ex parte communications, either direct or indirect, shall be received by the Yuba County Board of Supervisors during the period of a continuance or after the public hearing has been closed.

7.40.655 Field Trips

Whenever the Yuba County Board of Supervisors deems it necessary to take a field trip to view the site in question, the Yuba County Board of Supervisors may conduct a site visit. Unless the site visit is tape recorded, the Yuba County Board of Supervisors shall not talk to any members of the public during the conduct of such site visit. After the conduct of a site visit, the Yuba County Board of Supervisors shall place into the record the visual observations made and the conclusions drawn as a result of such visit.

7.40.660 Recording

All proceedings shall be recorded. If a verbatim transcript is desired, the person requesting the transcript shall have the responsibility for arranging for the appearance of a court reporter to transcribe the hearing. In the event that a court reporter is present at the request of an interested party, the party retaining the court reporter shall provide a copy of the reporter's written transcript to the Yuba County Board of Supervisors at no charge to the County.

7.40.670 Decision

The decision of the Yuba County Board of Supervisors is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16.

7.40.680 Severability

If any section, subsection, sentence, clause, or phrase of this Chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

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

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ORDINANCE NO.

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 7.40
MARIJUANA CULTIVATION**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the ____ day of, _____ 2017 by the following vote:

AYES:

NOES:

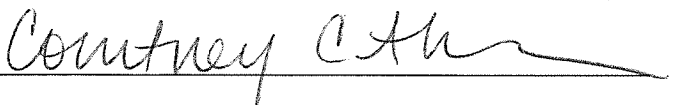
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County of
Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



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

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

Section 2. Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 7.40

**MEDICAL AND NON-MEDICAL
MARIJUANA CULTIVATION
FOR PERSONAL USE**

Sections

- 7.40.100 Authority**
- 7.40.110 Purpose and Intent**
- 7.40.120 Findings**
- 7.40.130 Scope**
- 7.40.140 No Vested Rights**
- 7.40.150 Responsibilities**
- 7.40.160 Private Right of Action**
- 7.40.200 Definitions**
- 7.40.300 Cultivation Restrictions**
- 7.40.310 Cultivation Requirements**
- 7.40.320 Structure Requirements**
- 7.40.330 Fencing**
- 7.40.400 Conditions Creating Public Nuisance**
- 7.40.500 Enforcement Authority**
- 7.40.510 Right of Entry/Inspection**
- 7.40.520 Violations**
- 7.40.530 Remedies**
- 7.40.540 Notice and Order to Abate**
- 7.40.550 Administrative Penalties**
- 7.40.560 Enforcement Costs**
- 7.40.600 Appeal**
- 7.40.605 Appeal Hearings**
- 7.40.610 Notice of Hearing**
- 7.40.620 Powers of the Yuba County Board of Supervisors**
- 7.40.630 Fairness of Hearings**

7.40.635 Evidentiary Rules**7.40.640 Order of Proceeding at Hearing****7.40.645 Speakers' Presentation****7.40.650 Submission of Additional Written Evidence and Argument****7.40.655 Field Trips****7.40.660 Recording****7.40.670 Decision****7.40.680 Severability**

ARTICLE I

GENERAL PROVISIONS

7.40.100 Authority

Pursuant to authority granted by Article XI Section 7 of the California Constitution, Sections 11362.2(b)(1) and 11362.83(c) of the California Health and Safety Code and Section 25845 of the California Government Code, the Yuba County Board of Supervisors does hereby enact this Chapter.

7.40.110 Purpose & Intent

The purpose and intent in adopting this Chapter is to acknowledge State law as it relates to the cultivation of marijuana for personal medical and non-medical use in order to reduce conditions that create public nuisances through enacting these regulations including without limitation, restrictions as to location of cultivation, the number of marijuana plants, and the use of screening and security structures, to more effectively control the adverse impacts associated with marijuana cultivation, while considering the desires of the general public, qualified patients, primary caregivers, and individuals who cultivate medical and non-medical marijuana, for personal use, in furtherance of the public necessity, health, safety, convenience, and general welfare within the Board's jurisdictional limits. Nothing in this Chapter shall be construed to authorize any use, possession, cultivation, manufacture, transportation, and/or distribution of marijuana in violation of state or federal law regulating such activities.

7.40.120 Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision.
- B. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for the cultivation, manufacture, distribution, dispensation, or possession of marijuana for medical purposes.
- C. Division 10 of the California Health and Safety Code, Uniform Substance Control Act, makes it unlawful, under State law, for any person to cultivate, manufacture, distribute or

dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

- D. In 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act", (codified as Health and Safety Code Section 11362.5) which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient's primary caregiver, for the patient's personal use, and to create a limited defense to the crimes of possessing or cultivating marijuana. The Act further provided that nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.
- E. The State enacted SB 420 in 2004 (known as the "Medical Marijuana Program Act", codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act of 1996 by creating the Medical Marijuana Identification Card program, creating reasonable regulations for cultivating, processing, transporting and administering marijuana, as well as limiting the amount marijuana a qualified individual may possess. The Medical Marijuana Program Act defines a "primary caregiver" as an individual who is designated by a qualified patient or by a person with an identification card, and who has consistently assumed responsibility for the housing, health, or safety of that patient or person and is further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- F. In 2015 the State enacted AB243, AB266 and SB643 (known as the Medical Cannabis Regulation and Safety Act or "MCRSA"). The three bills created the Bureau of Medical Marijuana Regulation to oversee commercial activities related to the cultivation, testing, manufacturing, distribution and dispensing of medical marijuana in conjunction with the Department of Food and Agriculture and the Department of Public Health. The MCRSA also established the regulatory framework for licensing each activity associated with commercial medical marijuana, including authorizing local jurisdictions to also license and regulate commercial activities related to medical cannabis, while preserving a local jurisdiction's ability to further regulate personal use medicinal marijuana up to and including a complete ban.
- G. In 2016, the voters of the State of California approved Proposition 64, The Adult Use of Marijuana Act (AUMA) which, among other things, legalizes marijuana cultivation, possession and use for those 21 years of age, and older, for personal non-medical use with some limitations. The Act further provides the regulatory framework to license, regulate, and tax non-medical cannabis for commercial activities through a variety of State Agencies with the ultimate oversight lying with the Bureau of Cannabis Regulation – formerly the Bureau of Medical Marijuana Regulation. The AUMA also authorizes local jurisdictions to further regulate, license and tax commercial cannabis activities, including allowing the reasonable regulation of personal use non-medical marijuana.
- H. The County's geographic and climatic conditions, which include dense forested areas receiving substantial precipitation, provide conditions that are favorable to outdoor marijuana cultivation, thus growers can achieve a high per-plant yield. The Federal Drug Enforcement Administration reports that various types of marijuana plants under various planting conditions may yield averages of 236 grams, or about one-half (1/2) pound, to 846 grams, or nearly two (2) pounds.

- I. The strong distinctive odor of marijuana plants creates an attractive nuisance, alerting persons to the location of the valuable plants, and has resulted in burglary, robbery and armed robbery.
- J. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized, much in the same way that the County has ordinances currently in place to minimize the smells associated with raising livestock.
- K. Children (minor under the age of 18) are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants is an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children (including schools, parks, and other similar locations).
- L. The unregulated cultivation of marijuana in the unincorporated area of Yuba County can adversely affect the health, safety, and well-being of the County, its residents and environment. Comprehensive civil regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- M. The indoor Cultivation of substantial amounts of marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including, but not limited to, increased risk of fire from grow light systems, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.
- N. Comprehensive restriction of premises used for marijuana cultivation is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- O. Outdoor marijuana cultivation, especially within the foothills, is creating devastating impacts to California's surface and groundwater resources. The State Water Resources Control Board, the North Coast Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and the Department of Fish and Wildlife have seen a dramatic increase in the number of marijuana gardens, and corresponding increases in impacts to water supply and water quality, including the discharge of sediments, pesticides, fertilizers, petroleum hydrocarbons, trash and human waste. The sources of these impacts result from unpermitted and unregulated timber clearing, road development, stream diversion for irrigation, land grading, erosion of disturbed surfaces and stream banks, and temporary human occupancy without proper sanitary facilities.
- P. The immunities from certain prosecution provided to qualified patients and their primary caregivers under State law to cultivate medical marijuana plants for medical purposes, as well as the legalization to cultivate marijuana for recreational use does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the County will achieve a significant reduction in the complaints of odor and the risks of fire, crime and pollution caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Yuba County.

- Q. Nothing in this Chapter shall be construed to allow the use of marijuana for medical and/or non-medical purposes, or allow any activity relating to the cultivation, manufacture, transportation, distribution, or consumption of marijuana that is otherwise illegal under State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County of Yuba, Yuba County District Attorney, the Attorney General of State of California, or the United States of America.
- R. In *Browne v. County of Tehama*, 213 Cal. App. 4th 704 (2013), the California Court of Appeal stated that “Neither the Compassionate Use Act nor the Medical Marijuana Program grants . . . anyone . . . an unfettered right to cultivate marijuana for medical purposes. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute.” Similarly, in *City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc.*, 56 Cal. 4th 729 (2013), the California Supreme Court concurred that “Nothing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land . . .” Additionally, in *Maral v. City of Live Oak* (2013), 221 Cal.App. 4th 975, 983, review denied 2014 Cal. LEXIS 2402 (March 26, 2014), the same Court of Appeal held that “there is no right—and certainly no constitutional right—to cultivate medical marijuana . . .” The Court in *Live Oak* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.
- S. State law authorizes a person 21 years, or older, to possess, process, transport, purchase, obtain, or give away, without any compensation whatsoever, not more than 28.5 grams of marijuana not in the form of concentrated cannabis and not more than 8 grams of concentrated cannabis for personal medical and/or non-medical use.
- T. State law authorizes a person 21 years, or older, to possess, plant, cultivate, harvest, dry, or process not more than 6 (six) living marijuana plants and possess the marijuana produced by the plants.
- U. State law exempts from licensure the cultivation of a limited number of marijuana plants for both medical and non-medical personal use and authorizes local jurisdictions to reasonably regulate cultivation through local land use and zoning laws.

7.40.130 Scope

The provisions of this Chapter shall apply generally to all marijuana cultivation throughout the unincorporated area of the County of Yuba.

7.40.140 No Vested Rights

The provisions contained in this Chapter shall supersede any previous regulations related to marijuana cultivation. No person, firm, corporation or entity shall have any vested right to cultivate marijuana in any manner that is contrary to or inconsistent with the provisions contained herein.

7.40.150 Responsibilities

- A. Regardless of whether an owner is in actual possession of his or her real property, it is the duty of every owner of real property within the unincorporated area of Yuba County to prevent a public nuisance from arising on, or from existing upon, his or her real property.

- 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.

7.40.160 Private Right of Action

Nothing contained in this Chapter shall be construed to prohibit the right of any person or public or private entity damaged by any violation of this Chapter to institute a civil proceeding for injunctive relief against such violation, for money damages, or for whatever other or additional relief the court deems appropriate. The remedies available under this Chapter shall be in addition to, and shall not in any way restrict other rights or remedies available under law.

ARTICLE 2 DEFINITIONS

7.40.200 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

- A. "Accessory Structure" means a legally built attached garage, or a separately permitted building located on the same parcel as the residence.
- B. "Code" means the Yuba County Ordinance Code.
- C. "Code Enforcement Officer" means any person employed by the County of Yuba and appointed to the position of code enforcement officer.
- D. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- E. "County" means the County of Yuba.
- F. "Cultivation" for the purpose of this Chapter, means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof, for medical and non-medical personal use. "Defined Area of Cultivation" means a single, indoor, area wherein all portions of cultivation are within one accessory structure or residence, the structure or residence is lockable, and is completely screened from public view.
- G. "Dwelling" means a building intended for human habitation that has been legally established, permitted and certified as a single-family or multi-family dwelling.

- H. "Enforcement Official" means the Code Enforcement Officer or the Sheriff, or the authorized deputies or designees of either, each of whom is independently authorized to enforce this Chapter.
- I. "Fence" means a solid wall or a barrier connected by boards (redwood or cedar), masonry, rails, panels, or any other materials typically utilized for residential fences (subject to the approval of the Community Development and Services Agency) for the purpose of enclosing, securing, and screening space from public view. The term "Fence" does not include retaining walls.
- J. "Indoors" means within a fully enclosed structure, with a solid roof, and walls. The structure must be securable against unauthorized entry and constructed of solid materials such as 3/8" or thicker plywood, glass, or equivalent materials. Shade-cloth covered and plastic sheeting covered, regardless of gauge, or similar products do not satisfy this requirement.
- K. "Manufacture" or "Manufacturing" means compounding, converting, producing, deriving, processing, or preparing, either directly or indirectly by chemical extraction or independently by means of chemical synthesis, marijuana products.
- L. "Marijuana" Shall have the same meaning as Section 11018 of the California Health and Safety Code. For the purposes of this Chapter, "Marijuana" shall include the terms: "Medical Marijuana", "Non-Medical Marijuana", "Recreational Marijuana" and/or "Cannabis" and shall be limited to personal use and not for commercial purposes.
- M. "Marijuana plant" means any mature or immature marijuana plant including the stalks of the plant.
- N. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.
- O. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means parcels that are described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.
- P. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Sections 11362.5(e) and 11362.7(d), and as further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- Q. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.
- R. "Qualified Patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, Section 11362.7(f).
- S. "Residence" shall have the same meaning as Section 11362.2(b)(5) of the California Health and Safety Code. "Residence" shall be synonymous with "dwelling".
- T. "Sheriff" or "Sheriff's Office" means the Yuba County Sheriff's Office or the authorized representatives thereof.

ARTICLE 3 RESTRICTIONS AND REQUIREMENTS

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation of marijuana on any Parcel is prohibited.
- B. Cultivation of more than six (6) marijuana plants within a single Residence or within a single Accessory Structure on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of individuals residing on the Parcel or participating directly or indirectly in the cultivation.
- C. 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.
- D. No portion of any structure shall be altered unless a building permit has first been obtained, and under no circumstance shall any alteration or use of any equipment create a fire, life, safety hazard.

7.40.310 Cultivation Requirements

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

7.40.320 Structure Requirements

- A. Structures used for the cultivation of marijuana shall meet all of the following criteria:
 - 1. The residence or accessory structure, regardless of size, shall be legally constructed with all applicable development permits including, but not limited to, grading, structural, electrical, mechanical and plumbing approved by the applicable authorities prior to any cultivation activity. The conversion of any existing structure, or portion thereof, for cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable authorities prior to any cultivation.
 - 2. An accessory structure shall not be built or placed within any mandatory setback

required by the Yuba County Ordinance Code.

3. The residence or 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.
4. The residence or accessory structure shall be equipped with an odor control filtration and ventilation system adequate to prevent humidity, or mold problems within the structure, and odors from exiting the structure.
5. If an accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid fence as described in Section 7.40.330 below.

7.40.330 Fencing

- A. Accessory structures that are required to be surrounded by a solid fence shall have a fence that is at least six (6) feet but not greater than (8) feet in height with a locking gate and conform to the following:
1. Fencing materials shall be in compliance with Section 7.40.200:K;
 2. Location of fence shall meet zoning setback and height requirements;
 3. Fences over seven (7) feet in height will require proof of an approved building permit; and
 4. The fence and gate must be adequately secure to prevent unauthorized entry and keep the area out of reach of minors.

Exception: Topography, natural vegetation, bushes or hedgerows alone may constitute an adequate fence for the purposes of this Section, but shall be subject to the approval of Yuba County Community Development and Services Agency (CDSA).

ARTICLE 4 PUBLIC NUISANCE

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.
- B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.
- C. Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.
- D. The cultivation of marijuana in a manner that exceeds six(6) plants.
- E. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO₂, butane, etc.) or any other

products or equipment associated with the cultivation of marijuana.

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

ARTICLE 5 ENFORCEMENT

7.40.500 Enforcement Authority

The Office of the Yuba County Sheriff and/or the Director of the County Department that has been assigned responsibility for administration of Code Enforcement services are hereby designated to enforce this Chapter.

7.40.510 Right of Entry/Inspection

To enforce the provision of this Code, an Enforcement Officer may at a reasonable time request inspection of any parcel suspected of cultivating marijuana. If the person owning or occupying the parcel refuses the request for an inspection, the Enforcement Officer shall have recourse to every remedy provided by law to secure entry, including obtaining an inspection warrant.

7.40.520 Violations

- A. It is unlawful and a violation of this Chapter for any person to permit a public nuisance to exist upon real property in which such person has an ownership or possessory interest.
- B. It shall be unlawful and a violation of this Chapter to do anything in contrary to the guidelines set forth in this Chapter.
- C. Each person violating this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, which any violation of any provision of this Chapter is committed, continued, or permitted by any such person. Any violation which persists for more than one day is deemed a continuing violation.

7.40.530 Remedies

- A. Any violation of this Chapter may be deemed a public nuisance and is subject to any enforcement process authorized by law or as outlined in this Code.
- B. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the County of Yuba or any other governmental entity to enforce County ordinances, to abate any and all nuisances, or employ any remedy available at law or equity.
- C. Issuance of a warning shall not be a requirement prior to using any enforcement provision of this Code. Violations are not tiered and are subject to enforcement without warning.
- D. The remedies provided in this Chapter are cumulative to all other remedies now or hereinafter available to abate or otherwise regulate or prevent violations related to the cultivation of marijuana.

7.40.540 Notice and Order to Abate

- A. Upon making a determination that a public nuisance exists, the Enforcement Official shall notify the owner and/or the alleged violator that a public nuisance exists. As to an owner, the

Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner directs. As to an alleged violator whom the Enforcement Official has determined directly or indirectly contributed to the condition creating the nuisance, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, to the last known address of the alleged violator. In addition, the Notice and Order to Abate shall be delivered by first class mail, with postage prepaid, addressed to the owner and/or alleged violator at the same addresses. A copy shall also be posted on the property. The Enforcement Official shall complete a proof of service.

- 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, normally being three (3) business days, as determined necessary for such abatement by the Enforcement Official. Based upon the nature and complexity of the abatement process, the Enforcement Official shall identify the date certain for compliance on the Notice and Order to Abate Public Nuisance.

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 begin to accrue upon the expiration of the time to remedy the violations as set forth in the 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.
- B. Where costs and penalties go unpaid beyond 30 days, the Enforcement Official shall take action to confirm the costs, record a lien and place a special tax assessment pursuant to procedures as set forth in Chapter 7.36 of the Yuba County Ordinance Code.

ARTICLE 6
APPEALS AND UNIFORM HEARINGS AND PROCEDURES

7.40.600 Appeal

Any person who has received a Notice and Order to Abate Public Nuisance pursuant to this Chapter may request an appeal before the Yuba County Board of Supervisors within 10 calendar days of the date of the Notice and Order to Abate. The request for appeal shall be in writing and must be accompanied by a deposit for costs as enumerated in Title XIII of this Code.

7.40.605 Appeal Hearings

Abatement hearings and hearings to determine administrative penalties shall be heard by the Yuba County Board of Supervisors. The Board of Supervisors, in its discretion, may appoint a hearing officer or commissioner to hear and preside over such hearings.

7.40.610 Notice of Hearing

If the owner or alleged violator requests a hearing within ten (10) calendar days of the date of the Notice and Order to Abate, the Enforcement Official shall schedule a hearing and provide notice to the owner or alleged violator of the time and place the hearing will take place. Notice of the hearing shall be delivered by personal service or by Certified Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. In addition, the Notice of Hearing shall be delivered by first class mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. The Enforcement Official shall complete a proof of service. The hearing shall be set for a date that is not less than five (5) and not more than thirty (30) days from the date that the request for hearing is filed with the Enforcement Official.

7.40.620 Powers of the Yuba County Board of Supervisors

The Yuba County Board of Supervisors shall have the power to conduct the hearing, the power to decide a matter upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the

admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings.

7.40.630 Fairness of Hearings

Hearings shall be conducted in a manner suitable to ensure fundamental fairness to all parties concerned, limited by the need to secure relevant information necessary to render a decision without unnecessary delay.

7.40.635 Evidentiary Rules

The hearing need not be conducted according to technical rules relating to evidence. Any evidence may be presented if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but may be rejected if deemed to be unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at a hearing. Unduly repetitious or irrelevant evidence shall be excluded at the discretion of the Yuba County Board of Supervisors.

7.40.640 Order of Proceeding at Hearing

The Yuba County Board of Supervisors shall ordinarily proceed in the following order when conducting hearings:

- A. The Enforcement Official's presentation shall proceed first. It should include identification of the file and property, a summary of the history and matters at issue, a staff analysis of the legal and factual issues involved, permitted uses to which the property was and is subject, and accounting of enforcement costs relating to the property, and a recommended decision.
- B. A presentation by or on behalf of the appellant shall next proceed.
- C. Tenants or other occupants of the subject property shall speak third.
- D. Individuals who are not appealing but own property immediately contiguous to the subject property shall speak fourth.
- E. Other interested parties shall speak fifth.
- F. The appellant shall be entitled to rebuttal.

7.40.645 Speakers' Presentation

Each speaker shall approach the microphone and give his or her full name and address for the record.

- A. Each speaker's presentation shall be to the point and shall be as brief as possible; visual and other materials may be used as appropriate, but, if used, shall become part of the public record and the property of the County. The Yuba County Board of Supervisors may establish a time limit for presentations; provided, however, that at least ten minutes shall be allowed for each speaker. Speakers shall, at the discretion of the Yuba County Board of Supervisors, be allowed to speak for longer than ten minutes if that speaker represents a group of individuals, the remainder of which chose not to speak. Speakers with lengthy presentations

are encouraged to submit them in writing. There shall be no limitation upon length of written statements.

- B. The Yuba County Board of Supervisors shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. The parties may be represented by legal counsel. Testimony shall be taken on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues presented; to impeach any witness; and to rebut evidence. Witnesses shall be subject to cross-examination by the Yuba County Board of Supervisors.
- C. Subject to the Yuba County Board of Supervisors' right to accept a motion to conclude the taking of all testimony or to close the public hearing when a reasonable opportunity to present all questions and points of view has been allowed, any person wishing to speak shall be heard. Except for rebuttal allowed, each speaker shall speak only once.
- D. The Yuba County Board of Supervisors shall preserve all photographs and other documentary evidence introduced at the time of the hearing. After all of the testimony is taken, the Yuba County Board of Supervisors shall close the public hearing unless he or she deems it necessary to continue the hearing for the receipt of additional evidence or an ordinance interpretation from the Affected Department.

7.40.650 Submission of Additional Written Evidence and Argument

At any time before or after the hearing up to the point the hearing is closed by the Yuba County Board of Supervisors, any interested party may submit written evidence or argument. In the event the Yuba County Board of Supervisors concludes the hearing and continues the decision to another time, the Yuba County Board of Supervisors may, in their discretion, set a deadline for submission of written argument. Except for the receipt of written argument, no ex parte communications, either direct or indirect, shall be received by the Yuba County Board of Supervisors during the period of a continuance or after the public hearing has been closed.

7.40.655 Field Trips

Whenever the Yuba County Board of Supervisors deems it necessary to take a field trip to view the site in question, the Yuba County Board of Supervisors may conduct a site visit. Unless the site visit is tape recorded, the Yuba County Board of Supervisors shall not talk to any members of the public during the conduct of such site visit. After the conduct of a site visit, the Yuba County Board of Supervisors shall place into the record the visual observations made and the conclusions drawn as a result of such visit.

7.40.660 Recording

All proceedings shall be recorded. If a verbatim transcript is desired, the person requesting the transcript shall have the responsibility for arranging for the appearance of a court reporter to transcribe the hearing. In the event that a court reporter is present at the request of an interested party, the party retaining the court reporter shall provide a copy of the reporter's written transcript to the Yuba County Board of Supervisors at no charge to the County.

7.40.670 Decision

The decision of the Yuba County Board of Supervisors is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16.

7.40.680 Severability

If any section, subsection, sentence, clause, or phrase of this Chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

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

Browns Valley Cemetery District

Comparative Financial Statements with Independent Auditor's Report

For the Fiscal Years Ended June 30, 2015 and June 30, 2014

Prepared by:
D.R. Watts Accountancy Corporation
1018 Live Oak Boulevard, Suite G
Yuba City, CA 95991
Phone (530) 755-6402 / drwattscpa@aol.com

Browns Valley Cemetery District

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D.R. WATTS ACCOUNTANCY CORPORATION**1018 Live Oak Boulevard, Suite G****Yuba City, CA 95991****(530) 755-6402 / drwattscpa@aol.com****INDEPENDENT AUDITOR'S REPORT**

Board of Directors
Browns Valley Cemetery District
Browns Valley, California

I have audited the accompanying financial statements of the governmental activities and each major fund of Browns Valley Cemetery District as of and for the years ended June 30, 2015 and 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

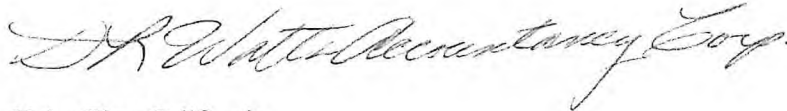
Opinions

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Browns Valley Cemetery District as of June 30, 2015 and 2014, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 17 and 18 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Management has chosen to omit the management discussion and analysis. My opinion on the basic financial statements is not affected by this missing information. I have applied certain limited procedures to the budgetary comparison information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.



Yuba City, California
January 26, 2017

BROWNS VALLEY CEMETERY DISTRICT

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Statements of Net Position**As of June 30, 2015 and June 30, 2014**

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash		
Unrestricted cash (Note 3)		
General fund	\$ 121,453	\$ 116,965
Total unrestricted cash	<u>121,453</u>	<u>116,965</u>
Restricted cash (Note 3)		
Endowment fund	<u>30,386</u>	<u>29,221</u>
Total restricted cash	<u>30,386</u>	<u>29,221</u>
Total cash	151,839	146,186
Other Current Assets		
Interest receivable	250	320
Prepaid insurance	<u>500</u>	<u>500</u>
	<u>750</u>	<u>820</u>
Total current assets	152,589	147,006
Capital assets (Note 4)		
Land	10,541	10,541
Capital assets, net of accumulated depreciation	<u>8,456</u>	<u>9,820</u>
Net capital assets	<u>18,997</u>	<u>20,361</u>
Total Assets	<u>\$ 171,586</u>	<u>\$ 167,367</u>
LIABILITIES		
Current liabilities		
Audit fees payable	2,800	1,400
Payroll tax payable	<u>3,711</u>	<u>3,711</u>
Total Liabilities	<u>6,511</u>	<u>5,111</u>
NET POSITION		
Net investment in capital assets, net of related debt	18,997	20,361
Restricted	20,441	19,491
Unrestricted	<u>125,637</u>	<u>122,404</u>
Total Net Position	<u>165,075</u>	<u>162,256</u>
Total Liabilities and Net Position	<u>\$ 171,586</u>	<u>\$ 167,367</u>

The accompanying notes are an integral part of the financial statements.

BROWNS VALLEY CEMETERY DISTRICT
Statements of Activities
For the Fiscal Years Ended June 30, 2015 and June 30, 2014

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	<u>2015</u>	<u>2014</u>
Program Expenses		
Salaries and benefits	\$ -	\$ 3,965
Maintenance and supplies	14,054	9,200
Cemetery improvements	6,175	-
Insurance	465	400
Accounting and auditing	4,500	2,750
Depreciation	1,364	1,364
	<u>26,558</u>	<u>17,679</u>
Program Revenues	<u>1,450</u>	<u>3,150</u>
Net Program Expenses	<u>25,108</u>	<u>14,529</u>
General Revenues		
Taxes:		
Property - current secured	23,270	22,832
Property - current unsecured	965	969
Property - prior years unsecured	9	14
Property - current supplemental	412	170
Total taxes	<u>24,656</u>	<u>23,985</u>
Interest	996	1,156
Homeowner's property tax relief	351	373
Donations	675	-
Miscellaneous	<u>300</u>	<u>-</u>
Total general revenues	26,978	25,514
Endowment Care	<u>950</u>	<u>1,050</u>
Increase in net position	2,820	12,035
Net position - beginning of year	162,255	150,221
Net position - end of year	<u><u>\$ 165,075</u></u>	<u><u>\$ 162,256</u></u>

The accompanying notes are an integral part of the financial statements.

BROWNS VALLEY CEMETERY DISTRICT
Balance Sheet - Governmental Funds
June 30, 2015

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	<u>General Fund</u>	<u>Endowment Fund</u>	<u>Total 2015</u>
ASSETS			
Cash			
Cash in County Treasury	\$ 121,453	30,386	\$ 151,839
Total cash	121,453	30,386	151,839
Interest receivable	201	50	251
Prepaid insurance	500	-	500
Total Assets	\$ 122,154	\$ 30,436	\$ 152,590

LIABILITIES AND FUND BALANCES

Liabilities:

Audit fees payable	2,800	-	2,800
Payroll tax payable	3,711	-	3,711
Total Liabilities	6,511	-	6,511

Fund Balances:

Nonspendable for:			
Prepaid insurance	500	-	500
Interest receivable	201	50	251
Restricted	-	20,441	20,441
Assigned	-	-	-
Unassigned	114,942	9,945	124,887
Total Fund Balances	115,643	30,436	146,079

Total Liabilities and

Fund Balances	\$ 122,154	\$ 30,436	\$ 152,590
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Reconciliation of the Balance Sheet - Governmental Funds

to the Statement of Net Position:

Total Fund Balance of Governmental Funds	146,079
Capital assets, net of accumulated depreciation, are not current financial resources and are not reported in governmental funds.	18,996
Net Position	\$ 165,075

The accompanying notes are an integral part of the financial statements.

BROWNS VALLEY CEMETERY DISTRICT
Balance Sheet - Governmental Funds
June 30, 2014

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	<u>General Fund</u>	<u>Endowment Fund</u>	<u>Total 2014</u>
ASSETS			
Cash			-
Cash in County Treasury	116,965	29,221	146,186
Total cash	116,965	29,221	146,186
Interest receivable	258	62	320
Prepaid insurance	500	-	500
Total Assets	\$ 117,723	\$ 29,283	\$ 147,006

LIABILITIES AND FUND BALANCES

Liabilities:

Audit fees payable	\$ 1,400	-	1,400
Payroll tax payable	3,711	-	3,711
Total Liabilities	5,111	-	5,111

Fund Balances:

Nonspendable for:			
Prepaid insurance	500	-	500
Interest receivable	258	62	320
Restricted	-	19,491	19,491
Assigned	-	-	-
Unassigned	111,854	9,730	121,584
Total Fund Balances	112,612	29,283	141,895

Total Liabilities and

Fund Balances	\$ 117,723	\$ 29,283	\$ 147,006
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Reconciliation of the Balance Sheet - Governmental Funds

to the Statement of Net Position:

Total Fund Balance of Governmental Funds 141,895

Capital assets, net of accumulated depreciation, are not
current financial resources and are not reported in
governmental funds.

20,361

Net Position **\$ 162,256**

The accompanying notes are an integral part of the financial statements.

BROWNS VALLEY CEMETERY DISTRICT
Statement of Revenues, Expenditures, and Changes in Fund Balances-
Governmental Funds
For the Fiscal Year Ended June 30, 2015

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	General Fund	Endowment Fund	Total 2015
REVENUES			
Property taxes	\$ 24,656	\$ -	\$ -
Homeowners property tax relief	351	-	351
Interest income	793	203	996
Miscellaneous	300	-	300
Plot sales	1,450		1,450
Donations	675	-	675
Endowment care	-	950	950
	<u>28,225</u>	<u>1,153</u>	<u>29,378</u>
EXPENDITURES			
Salaries and benefits	-	-	-
Maintenance and supplies	14,054	-	14,054
Cemetery improvements	6,175	-	6,175
Insurance	465	-	465
Accounting and auditing	4,500	-	4,500
	<u>25,194</u>	<u>-</u>	<u>25,194</u>
Excess of revenues over expenditures	3,031	1,153	4,184
Fund balance, beginning of year	112,612	29,283	141,895
Fund balance, end of year	<u><u>115,643</u></u>	<u><u>30,436</u></u>	<u><u>146,079</u></u>

**Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Fund to the
Statement of Activities:**

Net Change in Fund Balances - Total Government Funds	\$ 4,184
Depreciation is not reported in governmental funds	<u>(1,364)</u>
Increase in Net Position	<u><u>\$ 2,820</u></u>

The accompanying notes are an integral part of the financial statements.

93-2017 Independ... - 10 of 24

BROWNS VALLEY CEMETERY DISTRICT
Statement of Revenues, Expenditures, and Changes in Fund Balances-
Governmental Funds
For the Fiscal Year Ended June 30, 2014

	<u>General Fund</u>	<u>Endowment Fund</u>	<u>Total 2014</u>
REVENUES			
Property taxes	\$ 23,985	\$ -	\$ 23,985
Homeowners property tax relief	373	-	373
Interest income	916	240	1,156
Miscellaneous	-	-	-
Plot sales	3,150	-	3,150
Donations	-	-	-
Endowment care	-	1,050	1,050
	<u>28,424</u>	<u>1,290</u>	<u>29,714</u>
EXPENDITURES			
Salaries and benefits	-	-	-
Maintenance and supplies	3,965	-	3,965
Cemetery improvements	9,200	-	9,200
Insurance	400	-	400
Accounting and auditing	2,750	-	2,750
	<u>16,315</u>	<u>-</u>	<u>16,315</u>
Excess of revenues over expenditures	12,109	1,290	13,399
Fund balances, beginning of year	100,403	28,093	128,496
Interfund tranfer	100	(100)	-
Fund balances, end of year	<u>112,612</u>	<u>29,283</u>	<u>141,895</u>

**Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Fund to the
Statement of Activities:**

Net Change in Fund Balances - Total Government Funds	\$ 13,399
Depreciation is not reported in governmental funds	<u>(1,364)</u>
Increase in Net Position	<u>\$ 12,035</u>

The accompanying notes are an integral part of the financial statements.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015 AND JUNE 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. REPORTING ENTITY

The Browns Valley Cemetery District, the "District", was formed under the California Health and Safety Code to provide and maintain burial grounds for residents in the geographical area covered by the District. The District is an autonomous special district of the State of California operating in Yuba County, and is governed by a three member Board of the Trustees. These financial statements encompass all fiscal activities conducted by the District.

These financial statements present financial information for the District only (the primary government). No component units were determined to exist; therefore, none are included in these financial statements.

B. BASIS OF PRESENTATION, MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Government-Wide Financial Statements

The government-wide financial statements report information on all non-fiduciary activities of the primary government. The government-wide statement of net position and the statement of activities are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position.

The statement of activities reduces gross expenses (including depreciation) by program revenues. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or the economic asset is used.

Fund Financial Statements

The fund financial statements, comprising the balance sheet and the statement of revenues, expenditures and changes in fund balances (governmental funds), are reported using the current financial resources measurement focus and the modified accrual basis of accounting. The balance sheet reports current assets and current liabilities. Revenues are recognized when susceptible to accrual, i.e., when they become measurable and available. Measurable means the amount can be determined. Available means collectible within the current period or within 60 days after year end. Expenses are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Each governmental fund is accounted for by providing a separate set of self-balancing accounts, that includes assets, liabilities, fund equity and revenues and expenditures.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015 AND JUNE 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. BASIS OF PRESENTATION, MEASUREMENT FOCUS AND BASIS OF ACCOUNTING (continued)

Fund Financial Statements (continued)

The District has the following governmental funds:

General Fund

The general fund is the primary operating fund of the District and is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Endowment Fund

The District maintains an endowment care fund in compliance with California Health and Safety Code Article 4, Chapter 8, Part 4, Division 8, Sections 9000-9005. The District holds the money in trust. The income generated by the endowment fund is available to provide for the maintenance of the cemetery, but the principal of the trust fund is non-expendable.

C. EQUITY CLASSIFICATIONS

Government-Wide Financial Statements

Equity is classified as net position and is made up of cumulative net earnings from operations, non-operating revenues and expenses and capital contributions. Net position is classified in the following three categories:

Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by balances owed on any borrowings used in the acquisition, construction or improvement of those assets.

Restricted refers to that portion of net position that has constraints upon its use imposed by contributors, creditors, such as through debt covenants, or by laws of other governmental entities, or constraints by law through constitutional provisions or enabling legislation. The District's Endowment Fund is restricted by law.

Unrestricted net position is the component of net position that does not meet the definition of either "net investment in capital assets" or "restricted".

Fund Financial Statements

Equity is classified as fund balance, and is further classified as follows:

Nonspendable represent amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The District has nonspendable funds in the form of prepaid insurance.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2015 AND JUNE 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. EQUITY CLASSIFICATIONS (continued)

Fund Financial Statements

Restricted funds are amounts that can be spent only for specific purposes because of constraints that are externally imposed by; grantors, contributors or creditors; by enabling legislation; or the laws or regulations of other governments. The District's Endowment Fund is restricted

Committed funds are amounts that can only be spent on specific expenditures as determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the District, and commitments can only be established, modified or rescinded through resolutions or motions approved by the Board.

Assigned are amounts that do not meet the criteria to be classified as committed or restricted, but that are intended to be used for specific purposes. Only the Board has the authority to assign amounts for specific purposes.

Unassigned are all remaining spendable amounts that do not meet the criteria of either restricted, committed, or assigned.

D. NET POSITION/ FUND BALANCE POLICIES AND FLOW ASSUMPTIONS

In the event that the District will fund outlays for a particular purpose from both restricted and unrestricted net position, a flow assumption must be made about the order in which the resources are considered to be applied and reported in the government-wide financial statements. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

If the District were to fund outlays for a particular purpose from both restricted and unrestricted fund balances as described in Note C, a flow assumption must be made about the order in which the resources are considered to be applied and reported in the fund financial statements. When fund balance resources are available for a specific purpose in more than one classification, it is the District's policy to use the most restrictive funds first in the following order: restricted, committed, assigned, and unassigned as they are needed.

E. BUDGETARY CONTROL

The budget is formally adopted by the Board of Directors by July of each fiscal year. The budget is prepared on the cash basis of accounting, which does not vary significantly from the modified accrual basis of accounting used in the fund financial statements. The District's management and Board use the budget to monitor monthly expenditures throughout the fiscal year. Budgetary Comparison Schedules are presented on pages 17 and 18 of this report for the General Fund for the years ended June 30, 2015 and 2014, as supplementary information required by accounting principles generally accepted in the United States of America and the Government Accounting Standards Board.

BROWNS VALLEY CEMETERY DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2015 AND JUNE 30, 2014

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. CASH AND CASH EQUIVALENTS

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

G. CAPITAL ASSETS

Capital assets include land, buildings, equipment and improvements. Capital assets purchased, acquired or developed, are carried at historical cost or estimated historical cost if historical cost is not available. Contributed assets are recorded at fair market value as of the date donated and donated labor may also be capitalized. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Repairs and maintenance are recorded as expenses. The District defines capital assets as having a useful life longer than one year and an initial individual cost which exceeds the District's capitalization threshold. For renewals and improvements, the District's capitalization threshold is \$200.

Depreciation is calculated on each class of depreciable property using the straight-line method over the estimated useful lives for each class:

Structures and improvements	20-40 years
Vehicles	5-10 years
Equipment	5-10 years

H. ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the reporting date, and revenues and expenses during the reporting period. Depreciation is an example of accounting estimates. Actual results could differ from those estimates but, in the opinion of management, such differences would not be material.

NOTE 2: PROPERTY TAXES

Property assessments are attached as an enforceable lien on real property as of January 1. Assessments are levied on July 1 and are payable in two installments on November 1 and February 1. The County of Yuba bills and collects the assessments and subsequently remits the allocated amount due to the District through the County Auditor-Controller's office in installments during the year.

BROWNS VALLEY CEMETERY DISTRICT**NOTES TO THE FINANCIAL STATEMENTS**

JUNE 30, 2015 AND JUNE 30, 2014

NOTE 2: PROPERTY TAXES (continued)

The County of Yuba has elected into the Teeter Plan for property tax distributions. Therefore, the District receives 100 percent of the secured property tax levies to which it is entitled, whether or not collected. Unsecured delinquent taxes are considered fully collectible and no allowance for uncollectible taxes is provided.

Property taxes are accrued as receivable in the period when they are levied. Property tax revenues are recognized when they become available. "Available" means due, or past due, and receivable within the current period and collected or expected to be collected soon enough thereafter to be used to pay liabilities for the current period. This period was 60 days from the end of the fiscal year.

NOTE 3: CASH AND INVESTMENTS

Yuba County acts as the financial agent for the District, and holds the District's cash and investments within Yuba County's external investment pool, which is managed by the County Treasurer. All funds held by the Yuba County Treasurer earn quarterly allocations of County investment revenue based on the District's share of cash in relation to the total invested cash by the County. Required disclosure information regarding categorization of investments, credit risk, interest rate risk and concentration of credit risk can be found in the County's financial statements. The County's financial statements may be obtained by contacting the County of Yuba Auditor-Controller's Office at 915 8th Street, Marysville, CA 95901.

Custodial risk is the risk that in the event of a bank failure, the District's deposits may not be returned or the district will not be able to recover collateral securities in the possession of an outside party. State law requires that the District's bank deposits be secured by a deposit of certain securities with either the District or the Trustee institution. The value of such securities must equal the District's cash not insured by the Federal Deposit Insurance Corporation.

As of June 30, 2015 and 2014, the District's bank balances were entirely secured or collateralized with securities held by the District's financial agent.

BROWNS VALLEY CEMETERY DISTRICT**NOTES TO THE FINANCIAL STATEMENTS**

JUNE 30, 2015 AND JUNE 30, 2014

NOTE 3: CASH AND INVESTMENTS

Cash and investments of the District for the years ended June 30, 2015 and June 30, 2014 are summarized below:

	<u>June 30, 2015</u>	<u>June 30, 2014</u>
Cash with Yuba County - General Fund	\$ 121,453	\$ 116,965
Cash with Yuba County - Endowment Fund	<u>30,386</u>	<u>29,221</u>
Total cash and investments	<u>\$ 151,839</u>	<u>\$ 146,186</u>

NOTE 4. CAPITAL ASSETS AND DEPRECIATION

GASB Statement No. 34 requires the District to report and depreciate infrastructure assets. Infrastructure assets include roads, underground pipe, etc. The District had no infrastructure assets as of June 30, 2015 or June 30, 2014.

The following is a summary of changes in the capital assets of the District for the year ended June 30, 2015:

	<u>Balance July 1, 2014</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance June 30, 2015</u>
Government Activities				
Non-depreciable land	10,541	----	----	10,541
Depreciable capital assets:				
Buildings and improvements	20,000	----	----	20,000
Equipment	<u>5,547</u>	<u>----</u>	<u>----</u>	<u>5,547</u>
Total depreciable capital assets	36,088	----	----	36,088
Less accumulated depreciation	<u>(15,727)</u>	<u>(1,364)</u>	<u>----</u>	<u>(17,091)</u>
Net Capital Assets	<u>\$ 20,361</u>	<u>\$ (1,364)</u>	<u>\$ ----</u>	<u>\$ 18,997</u>

Depreciation expense for the fiscal year ended June 30, 2015 was \$ 1,364 and is charged to the cemetery services function in the Statement of Activities.

BROWNS VALLEY CEMETERY DISTRICT**NOTES TO THE FINANCIAL STATEMENTS**

JUNE 30, 2015 AND JUNE 30, 2014

NOTE 4. CAPITAL ASSETS AND DEPRECIATION (Continued)

The following is a summary of changes in the capital assets of the District for the year ended June 30, 2014.

	Balance June 30, 2013	Additions	Retirements	Balance June 30, 2014
Governmental Activities				
Non-depreciable land	10,541	----	----	10,541
Depreciable capital assets:				
Buildings and improvements	20,000	----	----	20,000
Equipment	<u>5,547</u>	<u>----</u>	<u>----</u>	<u>5,547</u>
Total depreciable capital assets	36,088	----	----	36,088
Less accumulated depreciation	<u>(14,363)</u>	<u>(1,364)</u>	<u>----</u>	<u>(15,727)</u>
Net Capital Assets	<u>\$ 21,725</u>	<u>\$ (1,364)</u>	<u>\$ ----</u>	<u>\$ 20,361</u>

Depreciation expense for the fiscal year ended June 30, 2014 was \$1,364 and is charged to the cemetery services function in the Statement of Activities.

NOTE 5. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Board of Directors carries workers compensation, employers liability, general liability, automobile liability, crime and property insurance at levels that they consider appropriate to mitigate risks.

NOTE 6. COMMITMENTS AND CONTINGENCIES

The District is not aware of any claims or potential claims against it, which could have a material effect on the financial statements as of June 30, 2015 and June 30, 2014

BROWNS VALLEY CEMETERY DISTRICT

NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2015 AND JUNE 30, 2014

NOTE 7. RELATED PARTY TRANSACTIONS

There were no related party transactions during the year ended June 30, 2015 or June 30, 2014.

NOTE 8. SUBSEQUENT EVENTS

Events subsequent to June 30, 2015 have been evaluated through January 26, 2017, the date of the audit report. There were no events that occurred through this date that required disclosures.

BROWNS VALLEY CEMETERY DISTRICT
GENERAL FUND
Schedule of Revenues, Expenditures and Changes in G
Fund Balance - Budget and Actual
Fiscal Year Ended June 30, 2015

93-2017 Independ... - 19 of 24

	Original Budget	Final Budget	Actual	Over (Under) Budget
Revenue				
Property tax	23,985	23,985	24,656	671
Homeowners property tax relief	373	373	351	(22)
Charges for services	3,150	3,150	1,450	(1,700)
Interest earned	916	916	793	(123)
Contributions	-	-	675	675
Miscellaneous	-	-	300	300
Total Revenue	28,424	28,424	28,225	(199)
Expenditures				
Salaries and benefits	-	-	-	-
Insurance	-	-	465	465
Maintenance and supplies	23,980	23,980	13,476	(10,504)
Office expense	500	500	226	(274)
Cemetery improvements	-	-	6,175	6,175
Utilities	500	500	352	(148)
Professional services	3,400	3,400	4,500	1,100
Miscellaneous expense	-	-	-	-
Capital assets - building	5,000	5,000	-	(5,000)
Capital assets - equipment	1,330	1,330	-	(1,330)
Total expenditures	34,710	34,710	25,194	(9,516)
Excess of revenues over expenses	(6,286)	(6,286)	3,031	(9,317)
Fund balance, beginning of year			112,612	
Fund balance, end of year			115,643	

**BROWNS VALLEY CEMETERY DISTRICT
GENERAL FUND**

**Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Fiscal Year Ended June 30, 2014**

93-2017 Independ... - 20 of 24

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
Revenue				
Property tax	24,897	24,897	23,985	(912)
Homeowners property tax relief	384	384	373	(11)
Charges for services	1,850	1,850	3,150	1,300
Interest earned	1,126	1,126	916	(210)
Contributions			-	
Miscellaneous	-	-	-	-
Total Revenue	<u>28,257</u>	<u>28,257</u>	<u>28,424</u>	<u>167</u>
Expenditures				
Salaries and benefits	17,100	17,100	3,965	(13,135)
Insurance	1,200	1,200	400	(800)
Maintenance and supplies	7,300	7,300	8,359	1,059
Office expense	500	500	489	(11)
Utilities	400	400	352	(48)
Professional services	5,000	5,000	2,750	(2,250)
Other services	2,500	2,500	-	(2,500)
Capital assets - building	1,000	1,000	-	(1,000)
Capital assets - equipment	10,000	10,000	-	(10,000)
Total expenditures	<u>45,000</u>	<u>45,000</u>	<u>16,315</u>	<u>(28,685)</u>
Excess of revenues over expenses	(16,743)	(16,743)	12,109	(28,852)
Fund balance, beginning of year			100,403	
Interfund transfer			100	
Fund balance,end of year			<u>112,612</u>	

D.R. Watts Accountancy Corporation

1018 Live Oak Boulevard, Suite G
Yuba City, CA 95991
(530) 755-6402 / drwattscpa@aol.com

January 26, 2017

To the Board of Directors
Browns Valley Cemetery District

I have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Browns Valley Cemetery District for the years ended June 30, 2015 and June 30, 2014, and have issued my report thereon dated January 26, 2017. Professional standards also require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information relating to the planned scope and timing of my audit. I have communicated such information in our letter dated August 16, 2016. Professional standards also require that I communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Browns Valley Cemetery District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. I noted no transactions entered into by the Browns Valley Cemetery District during the years for which there is a lack of authoritative guidance or consensus. After audit adjustments, all significant transactions have been recognized in the financial statements in the proper period. The disclosures in the financial statements are neutral, consistent, and clear.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the District's financial statements was:

Management's estimate of the annual depreciation, accumulated depreciation and net book values is estimated based on the cost of the asset and the expected useful life of the asset. I evaluated the key factors and assumptions used to develop the amount of depreciation, accumulated depreciation and net book value and determined that it is reasonable in relation the financial statements taken as whole.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing and completing the audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. I have attached a list of all known misstatements identified during the audit and have provided these audit adjustments to the outside accountant who is engaged by the District to prepare their annual financial statements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to my satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of our audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated January 26, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Browns Valley Cemetery District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Browns Valley Cemetery District's auditors. However, these discussions occurred in the normal course of our professional relationship and my responses were not a condition to our retention.

Other Matters

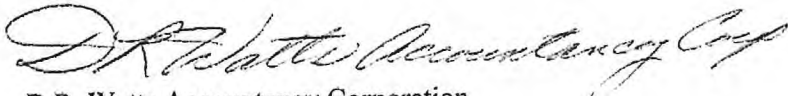
I applied certain limited procedures to the Budgetary Comparison Schedules for the General Fund and the Endowment Fund, which are required supplementary information (RSI) that supplements the basic financial statements. My procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge we obtained during my audit of the basic financial statements. I did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restrictions on Use

93-2017 Independ... - 23 of 24

This information is intended for solely for the use of the Board of Directors of Browns Valley Cemetery District and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

A handwritten signature in cursive script that reads "D.R. Watts Accountancy Corp.".

D.R. Watts Accountancy Corporation

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100 - 2017

100-2017 Notice ... - 1 of 2

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

Russell Burns, Member
Napa

Peter Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

RECEIVED

MAR 23 2017

Clerk/Board of Supervisors

March 24, 2017

TO ALL AFFECTED AND INTERESTED PARTIES:

Re: Use of Dogs for Pursuit/Take of Mammals, Section 265, Title 14, California Code of Regulations; published in California Notice Register, November 18, 2016, Notice File No. Z2016-1108-06, Register 2016, No. 47-Z.

NOTICE IS NOW GIVEN that any person interested may present statements, orally or in writing, relevant to this action at an additional hearing to be teleconferenced, originating in the Fish and Game Commission conference room, 1416 Ninth Street, Suite 1320, Sacramento, California, on Thursday, April 13, 2017, at 8:30 a.m., or as soon thereafter as the matter may be heard.

As previously noticed, any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Airtel Plaza Hotel, 7277 Valjean Ave., Van Nuys, California, on Wednesday, April 26, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on April 12, 2017 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on April 21, 2017. All comments must be received no later than April 26, 2017, at the hearing in Van Nuys, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx#265> 2 .

Sincerely,

Jon D. Snellstrom

Associate Governmental Program Analyst

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RECEIVED

MAR 24 2017

Clerk/Board of Supervisors

March 21, 2017

Mr. Randy Fletcher, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Subject: U.S. Small Business Administration Physical Disaster Declaration

Dear Chairperson Fletcher:

On March 20, 2017, the U.S. Small Business Administration declared the primary counties of **Colusa, Lake, Lassen, Plumas, Santa Clara, Santa Cruz** and the contiguous counties of **Alameda, Butte, Glenn, Mendocino, Merced, Modoc, Monterey, Napa, San Benito, San Joaquin, San Mateo, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Yolo, and Yuba** a disaster area. This declaration is a result of damages caused by the Severe Storms and Flooding that occurred February 1-25, 2017.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services
File Copy



3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX
www.CalOES.ca.gov

U.S. Small Business Administration (SBA) Declaration SBA #15092- Severe Storms and Flooding

104-2017 Letter ... - 2 of 4

Declaration Information

The following table illustrates the declaration information.

Eligible Primary County/Countries:	Colusa, Lake, Lassen, Plumas, Santa Clara, Santa Cruz
Eligible Contiguous County/Countries:	Alameda, Butte, Glenn, Mendocino, Merced, Modoc, Monterey, Napa, San Benito, San Joaquin, San Mateo, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Yolo, Yuba
Event:	Severe Storms and Flooding that occurred February 1-25, 2017
Assistance made available by declaration:	SBA Physical and Economic Injury Disaster Loans
Application deadline for property damage:	May 19, 2017
Application deadline for business economic injury:	December 20, 2017
Who may apply:	<ol style="list-style-type: none"> 1. Homeowners, renters, businesses of any size and non-profit organizations whose property was damaged or destroyed by the disaster, and 2. Small businesses and some private non-profit organizations that suffered economic injury as a result of the disaster
How to apply:	Contact SBA at 1-800-659-2955 , or visit SBA's website at: www.sba.gov/disaster , or email disastercustomerservice@sba.gov Hearing impaired individuals may call 1-800-877-8339.

For SBA's Disaster Loan Outreach Center location, dates, and hours of operation, see Page 2.

SBA Disaster Office Schedule The following table provides address and office hours of the SBA Disaster Office.

COLUSA COUNTY

Disaster Loan Outreach Center
Maxwell Fire Department
231 Oak St.
Maxwell, CA 95955

Opens 9 a.m. Wednesday, March 22

Mondays - Fridays, 9 a.m. – 5:30 p.m.

LASSEN COUNTY

Disaster Loan Outreach Center
Susanville Fire Department
1505 Main St.
Susanville, CA 96130

Opens 9 a.m. Wednesday, March 22

Mondays - Fridays, 9 a.m. – 5:30 p.m.

SANTA CLARA COUNTY

Disaster Loan Outreach Center
City Hall
12th Floor - Room 1231
200 East Santa Clara St.
San Jose, CA 95113

Opens 10 a.m. Wednesday, March 22

Mondays - Fridays, 10 a.m. – 7 p.m.

Closed Friday, March 31 for Cesar Chavez Day

LAKE COUNTY

Disaster Loan Outreach Center
WorkforceLake Building
55 First St., Suite 114
Lakeport, CA 95453

Opens 9 a.m. Wednesday, March 22

Mondays - Fridays, 9 a.m. – 5:30 p.m.

PLUMAS COUNTY

Disaster Loan Outreach Center
Plumas County Courthouse Annex
270 County Hospital Road
Quincy, CA 95971

Opens 9 a.m. Wednesday, March 22

Mondays - Fridays, 9 a.m. – 5:30 p.m.

SANTA CRUZ COUNTY

Disaster Loan Outreach Center
Santa Cruz County Governmental Center
Third Floor - Elections Office
701 Ocean St.
Santa Cruz, CA 95060

Opens 9 a.m. Wednesday, March 22

Mondays - Fridays, 9 a.m. – 5:30 p.m.

Closed Friday, March 31 for Cesar Chavez Day

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105-2017 Notice ... - 1 of 8

**AGENDA
Public Meeting
Central Valley Regional
Water Quality Control Board**



Thursday, April 6, 2017 – 9:00 a.m.
Friday, April 7, 2017 – 9:00 a.m.
Clerk/Board of Supervisors
Clovis Veterans Memorial Hall
808 4th Street
Clovis, CA 93612

THIS MEETING WILL NOT BE WEBCAST

The Central Valley Board strives to conduct accessible, orderly, and fair meetings. The Board abides by the following rules when conducting its meetings:

- No person is required to register their name or provide other information to the Board in order to attend a Board meeting. Completing an attendance card is voluntary, unless you wish to testify before the Board.
- Anyone speaking to the Board will be requested to complete an attendance card.
- Anyone testifying in permit and enforcement actions will be required to complete an attendance card and affirm that any testimony that they provide is the truth by taking an oath.
- Items on this Agenda are numbered for identification purposes only; the Board may consider these items out of their listed order.
- Any item scheduled for the first day of a multi-day Board meeting may be delayed or continued to the next day, and items may also be moved from the second day to the first day. The Board may remove items from this Agenda without prior notice.
- If the Board lacks a quorum, the Board may conduct a hearing as a Panel Hearing. However, the Board will not take final action on such an item until a quorum of the Board is present.

Copies of the items to be considered by the Central Valley Water Board are posted on the Board's website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/tentative_orders/

Board agendas and the minutes of prior meetings are posted on the Board's website at:
http://www.waterboards.ca.gov/centralvalley/board_info/meetings/

Questions regarding individual items should be directed to the Board staff person whose name and phone number are indicated with the agenda item. If no staff person is listed, or for general questions, please contact Ms. Kiran Lanfranchi-Rizzardi at: (916) 464-4839 or klanfranchi@waterboards.ca.gov

The Board meeting will be conducted at a facility that is accessible to people with disabilities. Individuals requiring special accommodations are asked to contact Ms. Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

A list of applications for Water Quality Certifications, which the Board issues pursuant to Section 401 of the Clean Water Act, can be found at: http://www.waterboards.ca.gov/centralvalley/public_notices/ or can be obtained by calling the Board at: (916) 464-3291.

ELECTRONIC PRESENTATIONS

PowerPoint and other electronic presentations are frequently presented at the Board Meetings. Please e-mail presentations to the Board's Webmaster at webmaster5@waterboards.ca.gov at least 24 hours in advance, or bring your files either on a USB Flash Drive or CD-ROM and give them to Board Staff prior to the start of the meeting.

THURSDAY, APRIL 6, 2017 – 9:00 A.M.

1. Introductions, Pledge of Allegiance
2. Meeting Rules and Procedures
3. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
4. Public Forum – Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board
5. State Board Liaison update
6. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)

BASIN PLANNING

7. Proposed Basin Plan Amendment to Remove the Municipal and Domestic Supply (MUN) and Agricultural Supply (AGR) Beneficial Uses Within a Designated Horizontal and Vertical Portion of the Tulare Lake Bed – *Board Hearing to Consider Adoption* [Glenn Meeks (916) 464-4701]

LOCAL AGENCY MANAGEMENT PROGRAM (LAMP)

8. Fresno County Environmental Health Division, Fresno County - *Consideration of Resolution to Approve Local Agency Management Program* [Katie Carpenter, (559) 445-5551]

ENFORCEMENT

9. Konark Ranches LLC, Kern County – *Consideration of Administrative Civil Liability* [David Sholes, (559) 445-6279]

BASIN PLANNING

10. Proposed Basin Plan Amendment to Establish Salinity Water Quality Objectives in the Lower San Joaquin River – *Board Hearing to Receive Oral Comments* [Anne Littlejohn (916) 464-4840]

WASTE DISCHARGE REQUIREMENTS

11. Waste Discharge Requirements General Orders for Oil Field Dischargers to Land within the Tulare Lake Basin – *Consideration of Adoption of New Waste Discharge Requirements* [Hossein Aghazeynali (559) 445-6194]

OTHER BUSINESS

12. Oil Field Update– *Informational Item Only* [Clay Rodgers (559) 445-5102]

FRIDAY, APRIL 7, 2017 –9:00 A.M.

13. Introductions, Pledge of Allegiance
14. Meeting Rules and Procedures
15. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
16. Public Forum – Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board
17. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)
18. The Board will be asked to approve items 23 through 28 with no discussion if no one is here to testify about them.

NPDES PERMIT

19. River Highlands Community Services District, County of Yuba, and Gold Village Land Development, LLC, Hammonton Gold Village Wastewater Treatment Plant, Yuba County – *Consideration of NPDES Permit Renewal (NPDES No. CA0081574)* [Brian Taylor (916) 464-4662]

OTHER BUSINESS

20. Update on the Activities of the CV-SALTS Public Education and Outreach Committee – *Informational Item only* [Glenn Meeks (916) 464-4701]

ENFORCEMENT

21. James G. and Amelia M. Sweeney, Sweeney Dairy – *Consideration of Administrative Civil Liability* [Dale Essary, (559) 445-5093]
22. James G. and Amelia M. Sweeney, Sweeney Dairy – *Consideration of Cease and Desist Order* [Dale Essary, (559) 445-5093]

UNCONTESTED CALENDAR

(Cal. Code Regs., tit. 23, § 647.2, subd. (f).)

Uncontested items are those items that are not being contested at the Board Meeting and will be acted on without discussion. If any person or Board Member requests discussion, the item may be removed from the Uncontested Calendar and taken up in the regular agenda in an order determined by the Board Chair.

ENFORCEMENT

23. Morning Star Packing Company, L.P. and Fred Gobel, The Morning Star Tomato Packing Plant, Colusa County – *Consideration of Rescission of Cease and Desist Order R5-2016-0007*

24. NPDES PERMITS/ENFORCEMENT

- a. Bear Valley Water District, Wastewater Treatment Facility, Alpine County – Order R5-2016-0045 (NPDES CA0085146) (*Amendment*)
- b. City of Mt. Shasta WWTP, Siskiyou County, R5-2012-0087 (*Amendment*)

25. LOCAL AGENCY MANAGEMENT PROGRAMS (LAMPS)

- a. Glenn County Environmental Health Department
- b. Madera County Environmental Health Division
- c. Mariposa County Health Department
- d. Merced County Division of Environmental Health
- e. Nevada County Environmental Health Department
- f. Placer County Environmental Health Department
- g. San Joaquin County Environmental Health Department

26. WASTE DISCHARGE REQUIREMENTS AND CEASE AND DESIST ORDERS

- a. Burney Water District, Burney Wastewater Treatment Plant, Shasta County, *(Revised)*
- b. City of Bakersfield, Bakersfield Sanitary Landfill, Class III Landfill, Post-Closure Maintenance, Kern County – Orders R5-2005-0135 and R5-2006-0021 *(Revised)*
- c. City of Delano, Wastewater Treatment Facility, Kern County – Order No. 5-01-247 *(Revised)*
- d. Colusa County Department of Public Works, Evans Road Landfill, Colusa County (WDRs Order R5-2002-0124) *(Revised)*
- e. Kings Waste and Recycling Authority, Houston Avenue Landfill, Class III Landfill, Post-Closure Maintenance, Kings County – Order 5-00-160 *(Revised)*

27. NPDES PERMIT AND TIME SCHEDULE ORDER RESCISSION

- a. City of Williams, Wastewater Treatment Plant, Colusa County – Order R5-2014-0079 (NPDES CA0077933)
- b. Cutler-Orosi Joint Powers Wastewater Authority, Wastewater Treatment Facility, Tulare County – Order R5-2013-0048 and Order R5-2015-0049
- c. Southern California Edison Company, Big Creek Powerhouse No. 1, Domestic Wastewater Treatment Plant, Fresno County – Order R5-2012-0048 (NPDES CA0079545) and Order R5-2012-0049

28. WASTE DISCHARGE REQUIREMENTS/NPDES PERMITS/CDO –RESCISSIONS

- a. J. G. Boswell Company Class II Surface Impoundment, Kings County – Order 97-009
- b. Butte County CSA No. 141/Mountain Oaks Properties, Butte County, Order 93-206
- c. City of Live Oak, Wastewater Treatment Plant, Sutter County – Order R5-2009-0012-02 (NPDES CA0079022)
- d. Willows Safety Roadside Rest Area, Glenn County, Order 85-320
- e. Jelly's Ferry Road Septage Disposal Site, Tehama County, Order 99-038

CLOSED SESSION

The Board may meet in closed session to consider personnel matters (Gov. Code, § 11126 subd. (a), to deliberate on a decision to be reached based upon evidence introduced in a hearing (Gov. Code §, 11126, subd. (c)(3).), or to discuss matters in litigation, including discussion of initiated litigation, significant exposure to litigation, or decisions to initiate litigation (Gov. Code, § 11126, subd. (e).). Current litigation involving the Board:

Litigation filed against the Central Valley Water Board and/or the State Water Board:

- a. Cleanup and Abatement Order Issued for the Cleanup of Dixon Park in 2005 – *ConAgra Foods and Monfort, Inc. v. Central Valley Water Board* (Solano County Sup. Ct., Case No. FCS027420)
- b. Administrative Civil Liability Orders R5-2011-0068, R5-2012-0070, R5-2013-0091, R5-2014-0119 and 13267 Order Requiring Monitoring of the Sweeney Dairy – *James G. Sweeney, et al. v. State Water Board, et al.* (Fresno County Sup. Ct. Case No. 15CEG02063)
- c. Administrative Civil Liability Order Issued to Henry Tosta Dairy in 2013 – *Henry J. Tosta, et al. v. Central Valley Water Board, et al.* (San Joaquin County Sup. Ct., Case No. 39-2014-00318863-CU-WM-STK)
- d. Administrative Civil Liability Order Issued for Mandatory Minimum Penalties to Malaga County Water District in 2013 – *Malaga County Water District v. Central Valley Water Board et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03576, removed to Madera County Sup. Ct., Case No. MCV071280)
- e. Dairy General Waste Discharge Requirements, Reissued in 2013 – *Asociación de Gente Unida por el Agua et al. v. Central Valley Water Board* (Ca. Ct. of Appeal. 3rd DCA, Case No. C066410; Sacramento County Sup. Ct., Case No. 34-2008-00003604)
- f. Cleanup and Abatement Order Issued for Cleanup of Walker Mine in 2014 – *Atlantic Richfield Company v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2014-80001875)
- g. Cleanup and Abatement Order Issued for Cleanup of Mt. Diablo Mercury Mine in 2014 – *Sunoco, Inc. v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2016-80002282)
- h. NPDES Permit and Cease and Desist Order Issued to Malaga County Water District in 2014 – *Malaga County Water District v. State Water Resources Control Board, et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03919, removed to Madera County Sup. Ct., Case No. MCV071279)
- i. 13267 Order Issued to Modus, Inc. in 2015 – *Modus, Inc. v. California Department of Conservation, Division of Oil, Gas, and Geothermal Resources; Central Valley Water Board* (Fresno County Sup. Ct., Case No. 15CECG03668)
- j. Administrative Civil Liability Order Issued to Morning Star Packing Company, L.P., in 2016 - *Morning Star Packing Company, L.P. v. California Regional Water Quality Control Board, Central Valley Region, et al.* (Colusa County Superior Court, Case No. 24162)
- k. Administrative Civil Liability Order Issued to Malaga County Water District in 2016 – *Malaga County Water District v. Central Valley Regional Water Quality Board, et al.* (Fresno County Sup. Ct., Case No. 16-CECG-03036)

Litigation filed by the Central Valley Water Board against other parties:

- a. Aerojet Cleanup – *Central Valley Water Board et al. v. Aerojet-General Corp. et al.* (Sacramento County Sup. Ct., Case No. 286073, consolidated with Case Nos. 288302 and 291981); *Central Valley Water Board et al. v. Aerojet-General Corp. et al.* (EDCal, Case No. CIV-S-86-0064-EJG) consolidated with *U.S. v. Aerojet-General Corp. et al.*, (EDCal, Case No. CIV-S-86-0063-EJG)

MEETING PROCEDURES

The Central Valley Water Board circulates item-specific Notices and/or Hearing Procedures along with drafts of its Orders and Amendments. If there is a conflict between an item-specific Notice or Hearing Procedure and the Meeting Procedures in this Agenda, the item-specific Notice or Hearing Procedure will control. Please contact Board staff if you do not know whether there is a Notice or Hearing Procedure for a specific item.

The statutes and regulations that govern the Central Valley Water Board's meetings can be found at:
http://www.waterboards.ca.gov/laws_regulations/

All persons may speak at a Central Valley Water Board meeting, and are expected to orally summarize their written submittals. Oral presentations will be limited in time by the Board Chair, and a timer may be used. Where speakers can be grouped by affiliation or interest, such groups are expected to select a spokesperson and to not be repetitive. The Board will accommodate spokespersons by granting additional time if other group members will not also be speaking.

Written materials that are received after deadlines set by item-specific Notices and/or Hearing Procedures will not generally be admitted. Any person requesting to submit late materials must demonstrate good cause, and the Chair must find that the admission of the late materials would not prejudice the Central Valley Water Board or any designated party. The Chair may modify this rule to avoid severe hardship.

PROCEDURE FOR HEARINGS IN ADJUDICATIVE MATTERS

(Including the issuance of Waste Discharge Requirements, NPDES Permits, Conditional Waivers, and certain Enforcement Orders, including Cleanup and Abatement and Administrative Civil Liability Orders)

The regulations for adjudicative proceedings are found in California Code of Regulations, title 23, sections 648 et seq. An adjudicative proceeding is a hearing to receive evidence for the determination of facts pursuant to which the Board formulates and issues a decision.

Evidence: Adjudicative hearings are not conducted according to the technical rules of evidence; the Board will accept any evidence that is reasonably relevant. It is the policy of the Board to discourage the introduction of surprise testimony and exhibits. Hearsay evidence may be used to supplement or explain other evidence.

Designated Parties: Designated Parties are persons named in a proposed order, anyone who requests designated party status and is so designated by the Board, and, for prosecutorial matters, the Board's Prosecution Team. Designated Parties have the right to call and examine witnesses, receive witness lists from other Designated Parties, introduce exhibits, cross-examine opposing witnesses, rebut evidence, make or oppose evidentiary objections, and make opening and/or closing statements.

Interested Persons: All persons who wish to participate in the hearing but who are not Designated Parties are Interested Persons. Interested Persons may present non-evidentiary policy statements or comments, either orally or in writing, but will not be subject to cross-examination. Interested Parties may be asked to respond to clarifying questions from the Board, staff, or others.

Order of Proceeding: for adjudicative hearings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Testimony by Board staff, followed by testimony by Designated Parties named in the Order or Permit, followed by testimony of other Designated Parties
- Cross-examination of Board staff, followed by cross-examination of Designated Parties named in the Order or Permit, followed by cross-examination of other Designated Parties
- Statements of Interested Persons
- Closing statement by Designated Parties other than those named in the Order or Permit, then closing statement by Designated Parties named in the Order or Permit, followed by closing statement by Board staff
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board

Closing statements are not to be used to introduce new evidence or testimony. Persons wishing to introduce exhibits (i.e., maps, charts, photographs) must leave them with the Board.

- b. Bonzi Landfill – *Central Valley Water Board v. Ma-Ru Holding Company et al.* (Stanislaus County Sup. Ct., Case No. 643740)
- c. Injunctive Relief for Tosta Dairy – *Central Valley Water Board v. Henry J. Tosta et al.* (San Joaquin County Sup. Ct., Case No. 39-2014-00318144-CU-MC-STK)
- d. Orland Sand and Gravel Facility – *People ex rel. Central Valley Water Board, Dept. of Fish and Wildlife v. Orland Sand and Gravel Corp. et al.* (Glenn County Sup. Ct., Case No. 15CV01436)
- e. Greener Globe Landfill – *People ex rel. Central Valley Water Board v. A Greener Globe Corporation* (Placer County Sup. Ct., Case No. SCV13231)

Petitions for Review of Central Valley Water Board Actions filed with State Water Board:

- a. Eastern San Joaquin Irrigated Lands General Waste Discharge Requirements, Order R5-2012-0116 – Petitions filed by California Sportfishing Alliance et al.; San Joaquin County Resource Conservation District et al.; and Asociacion de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2239(a) through (c))
- b. Irrigated Lands General Waste Discharge Requirements for Individual Growers, Order R5-2013-0100 – Petition filed by Kern River Watershed Coalition Authority and Paramount Farming Company, LLC (State Water Board File No. A-2269)
- c. Tulare Lake Basin Area Irrigated Lands General Waste Discharge Requirements, Order R5-2013-0120 – Petitions filed by Southern San Joaquin Valley Water Quality Coalition et al., Michael and Yvonne LaSalle, and Asociación de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2278(a) through (c))
- d. City of Stockton, WDRs Order R5-2014-0070 [NPDES No. CA0079138] and Time Schedule Order R5-2014-0071 (State Water Board File No. A-2315)
- e. Sacramento River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0030 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2302)
- f. San Joaquin County and Delta Area Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0029 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2301)
- g. West San Joaquin River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0002 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2292)
- h. Valley Water Management Company, Cease and Desist Order R5-2015-0093 – Petitions filed by Valley Water Management Company, Clean Water Action, and the Central California Environmental Justice Network (State Water Board File Nos. A-2148(a), A-2148(b), and A-2148(c))
- i. CMC Land Holdings, LLC, ACL Order R5-2016-0084 – Petition filed by CMC Land Holdings, LLC (State Water Board File No. not yet available)

PROCEDURE FOR RULEMAKING AND INFORMATIONAL PROCEEDINGS

(Including Basin Planning, Rulemaking, Setting of Policy, and Workshops)

The regulations for rulemaking and informational proceedings are found in California Code of Regulations, title 23, sections 649 et seq. Rulemaking proceedings include hearings designed for the adoption, amendment, or repeal of any rule, regulation, or standard of general application. Informational proceedings include any hearings designed to gather and assess facts, opinions, and other information relevant to any matters within the jurisdiction of the Boards and whose primary purposes are to assist the Boards in the formulation of policy or guidelines for future Board action, to inform the public of Board policies, reports, orders, plans, or findings, and to obtain public comment and opinion with respect to such policies, reports, orders, plans, or findings, or to adopt such policies, reports, orders plans, or findings.

For rulemaking and informational proceedings, the Board does not distinguish between Designated Parties and Interested Persons; the Board will accept any evidence that is reasonably relevant, provided that it is submitted in accordance with any item-specific Notice or Hearing Procedure.

Order of Proceeding: for rulemaking and informational proceedings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Opening statement by the Board summarizing the subject matter and purpose of the proceeding
- Presentation by Board staff
- Presentations by all other persons
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board (as appropriate)

PETITION PROCEDURE

Any person aggrieved by an action of the Central Valley Water Board may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of the issuance of the Order, except that if the thirtieth day following the issuance of the Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality

or will be provided upon request.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD CENTRAL VALLEY REGION

The primary duty of the Central Valley Water Board is to protect the quality of the waters within the Central Valley Region for all beneficial uses. This duty is implemented by formulating and adopting water quality plans for specific ground or surface water basins and by prescribing and enforcing requirements on all agricultural, domestic, and industrial waste discharges. Specific responsibilities and procedures of the Boards and the State Water Resources Control Board are contained in the Porter-Cologne Water Quality Control Act.

BOARD MEMBERS	CITY OF RESIDENCE	TERM EXPIRES
Jon Costantino	Grass Valley	9/30/2019
Carmen L. Ramirez*	Atwater	9/30/2017
Karl E. Longley	Fresno	9/30/2017
Robert Schneider	Davis	9/30/2018
Denise Kadara	Allensworth	9/30/2018
Raji Brar	Bakersfield	9/30/2020
Daniel B. Marcum	Fall River Mills	9/30/2019

*Public member in accordance with Water Code section 13201(c)

Pamela C. Creedon, *Executive Officer*
Kiran Lanfranchi-Rizzardi, *Administrative Assistant II/Clerk to the Board*
Patrick Pulupa, *Attorney III*
Stephanie Yu, *Attorney III*
Andrew Deeringer, *Attorney I*

SACRAMENTO OFFICE

11020 Sun Center Drive, Suite 200
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Telephone: (916) 464-3291

Assistant Executive Officers:

Adam Laputz
Andrew Altevogt
Linda Bracamonte

Supervisors:

Bob Chow
Brett Braidman
Brian Newman
David King
Jeanne Chilcott
Nichole Morgan
Robert Busby
Stewart Black
Sue McConnell
Wendy Wyels

Seniors:

Anne Littlejohn
Brett Stevens
Charlene Herbst
Daniel McClure
Elizabeth Lee
Gerald Djuth
Howard Hold
Jim Marshall
Josh Palmer
Joe Mello

Kari Holmes
Marie McCrink
Marty Hartzell
Michelle Wood
Patrick Morris
Scott Armstrong
Steve Rosenbaum
Steven Meeks
Susan Fregien

FRESNO OFFICE

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Clay Rodgers

Supervisors:

Dale Harvey
Doug Patteson
Lonnie Wass

Seniors:

Alan Cregan	Russell Walls
Dale Essary	Scott Hatton
Daniel Carlson	Shelton Gray
David Sholes	Warren Gross
Matt Scroggins	
Mike Pfister	
Ron Holcomb	

REDDING OFFICE

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Clint Snyder

Supervisors:

Bryan Smith
Angela Wilson

Seniors:

Ben Letton	Kate Burger
George Low	Lynn Coster
Griffin Perea	
Jeremy Pagan	



The County of Yuba

Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Kevin Mallen

SUBJECT: April 6, 2017 9:00 A.M. Workshop: Discuss commercial activities associated with the Medical Cannabis Regulation and Safety Act (MCRSA) and the Adult Use of Marijuana Act (AUMA). (One hour estimate)

DATE: April 4, 2017

NUMBER: 99/2017

Recommendation

Receive information regarding commercial activities associated with the Medical Cannabis Regulation and Safety Act (MCRSA) and the Adult Use of Marijuana Act (AUMA).

Background

In 2015 the State enacted AB243, AB266 and SB643 (known as the Medical Cannabis Regulation and Safety Act or "MCRSA"). The three bills created the Bureau of Medical Marijuana Regulation to oversee commercial activities related to the cultivation, testing, manufacturing, distribution and dispensing of medical marijuana in conjunction with the Department of Food and Agriculture and the Department of Public Health. The MCRSA also established the regulatory framework for licensing each activity associated with commercial medical marijuana, including authorizing local jurisdictions to also license and regulate commercial activities related to medical cannabis, while preserving a local jurisdiction's ability to further regulate personal use medicinal marijuana up to and including a complete ban.

In 2016, the voters of the State of California approved Proposition 64, The Adult Use of Marijuana Act (AUMA) which, among other things, legalizes marijuana cultivation, possession and use for those 21 years of age, and older, for personal non-medical use with some limitations. The Act further provides the regulatory framework to license, regulate, and tax non-medical cannabis for commercial activities through a variety of State Agencies with the ultimate oversight lying with the Bureau of Cannabis Regulation – formerly the Bureau of Medical Marijuana Regulation. The AUMA also authorizes local

jurisdictions to further regulate, license and tax commercial cannabis activities, including allowing the reasonable regulation of personal use non-medical marijuana.

Discussion

Staff advised the Board during the March 21, 2017 meeting that information regarding commercial cannabis activities would be presented to the Board in the near future. This workshop will allow the Board to receive this information.

Fiscal Impact:

N/A –Informational Workshop

Attachments